

## SETTLEMENT AGREEMENT

### **1. INTRODUCTION**

#### **1.1 Parties**

This Settlement Agreement is entered into by and between Environmental Health Advocates, Inc. (“EHA”), on the one hand, and Shenzhen Gibson Trading Company (“SGT”) on the other hand, with EHA and Shenzhen Gibson Trading each individually referred to as a “Party” and collectively as the “Parties.” EHA is a corporation in the State of California serving in the interest of the general public by seeking to promote awareness of exposures to toxic chemicals and to improve human health by reducing or eliminating hazardous substances used in consumer products. EHA alleges that SGT is a person in the course of doing business for purposes of the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health and Safety Code § 25249.6 *et seq.* (“Proposition 65”).

#### **1.2 General Allegations**

EHA alleges that SGT manufactures, sells, and/or distributes for sale in California, cookware products that contain lead and that it does so without first providing the warning required by Proposition 65. Lead is listed pursuant to Proposition 65 as a chemical known to cause cancer, developmental toxicity, and reproductive toxicity.

#### **1.3 Product Description**

The products covered by this Settlement Agreement are defined as, and expressly limited to Martha Stewart Mini Au Gratin (“Covered Products”), that are manufactured, sold and/or distributed for sale in California by SGT .

#### **1.4 Notice of Violation**

On or around September 26, 2024, EHA served Martha Stewart Living Omnimedia, LP, Martha Stewart Living Omnimedia, Inc., Gibson Overseas, Inc., The TJX Companies, Inc., the California Attorney General, and certain other public enforcement agencies with a 60-Day Notice of Violation of Proposition 65 (“Notice”). The Notice alleged that Martha Stewart Living Omnimedia, LP, Martha Stewart Living Omnimedia, Inc., Gibson Overseas, Inc., and The TJX Companies, Inc. is noncompliant with Proposition 65 by failing to sufficiently warn consumers in California of the

exposures to lead from the Covered Products. This Notice was subsequently amended on September 12, 2025, to provide new addresses for The TJX Companies, Inc., and name Allan Cate as the responsible individual. This Notice was subsequently amended on January 30, 2026, to add SGT as a manufacturer.

To the best of the Parties' knowledge, no public enforcer has commenced or is otherwise prosecuting an action to enforce the violations alleged in the Notice.

### **1.5 No Admission**

SGT denies all the material, factual, and legal allegations in the Notice and maintains that all of the products it manufactured, sold and/or distributed for sale in California, including Covered Products, have been, and are, in compliance with all laws, including Proposition 65. Nothing in this Settlement Agreement shall be construed as an admission by SGT of any fact, finding, conclusion, issue of law or violation of law, nor shall compliance with this Settlement Agreement constitute or be construed as an admission by SGT of any fact, finding, conclusion, issue of law or violation of law, all such being specifically denied by Shenzhen Gibson Trading. This Section shall not, however, diminish or otherwise affect SGT's obligations, responsibilities, and duties under this Settlement Agreement.

### **1.6 Effective Date**

For purposes of this Settlement Agreement, the term "Effective Date" shall mean the date this Settlement Agreement is executed by the Parties.

### **1.7 Compliance Date**

For purposes of this Settlement Agreement, the "Compliance Date" shall mean 60-days following the Effective Date.

## **2. INJUNCTIVE RELIEF**

### **2.1 Commitment to Reformulate**

Beginning on the Compliance Date, and continuing thereafter, SGT shall not sell in California, or distribute for sale in California, the Covered Products, unless such Covered Products meet the Reformulation Standard, as defined in Section 2.2 or are accompanied by warnings provided for in

Section 2.3. For the avoidance of doubt, the warning requirement in Section 2.3 shall not apply to any reformulated product that meets the reformulation standard. As used in this Section 2.1, “distribute for sale in California” means to directly ship Covered Products into California or selling Covered Products to customers in California.


## **2.2 Reformulation Standard**

For purposes of this Agreement, “Reformulated Products” are defined as Covered Products which produce a wipe test result no higher than 1 microgram ( $\mu\text{g}$ ) of lead when analyzed pursuant to NIOSH method no. 9100.

## **2.3 General Warning Requirements**


Commencing on the Compliance Date, SGT agrees any Covered Product sold in California that is not reformulated pursuant to paragraph 2.2 shall contain a “clear and reasonable” Proposition 65 warning, within the meaning of Section 25249.6 of the Act. SGT agrees that each warning shall be prominently placed with such conspicuousness, as compared with other words, statements, designs, or devices as to render it likely to be seen, read and understood by an ordinary individual under customary conditions before purchase or use. Each warning shall be provided in a manner such that the consumer or user understands to which specific Covered Products the warning applies, and which listed chemical(s) is/are implicated, so as to minimize the risk of consumer confusion.

For purposes of this Settlement Agreement, a clear and reasonable warning for the Covered Products shall consist of a product-specific warning via one or more of the following methods: (1) A posted sign, shelf tag, or shelf sign for the consumer product at each point of display of the product; (2) Any electronic device or process that automatically provides the warning to the purchaser (not applicable to internet purchases, which are subject to the provisions of § 25602(b)); (3) A warning directly affixed to the product’s label or tag; or (4) A short-form warning on the label that complies with the content requirements set forth in §§ 25603(b) and 25603(a). Specifically, pursuant to § 25603(a) – (d), one of the following statements must be utilized:


- 1)  **“WARNING:” [or] “CA WARNING:” [or] “CALIFORNIA WARNING:”** This product can expose you to lead, which is known to the State of California to cause cancer and birth defects or other reproductive harm.

For more information go to [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).


OR

**SHORT FORM** 2)  **WARNING:**” [or] “**CA WARNING:**” [or] “**CALIFORNIA WARNING:** Risk of cancer and reproductive harm from exposure to lead. See [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

OR

**SHORT FORM** 3)  **WARNING:**” [or] “**CA WARNING:**” [or] “**CALIFORNIA WARNING:** Can expose you to lead, a carcinogen and reproductive toxicant. See [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

OR

**SHORT FORM ON  
A PRODUCT  
MANUFACTURED/  
LABELED PRIOR  
TO 1/1/28,  
REGARDLESS OF  
DATE OF SALE** 4)  **WARNING:** Cancer and Reproductive Harm—  
[www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

The triangle above shall be yellow on the warning statement. Where the sign, label, or shelf tag for the product is not printed using the color yellow, the symbol may be printed in black and white. The symbol shall be placed to the left of the warning text, in a size no smaller than the height of the word, “WARNING.” A short-form warning must be provided on a product in a type size that complies with Cal. Code Regs Tit. 27, § 25601(c). In no case shall a warning statement displayed on the Covered Products’ packaging appear in a type size smaller than 6-point type. Where a sign, labeling, or label as defined in Section 256001.1 is used to provide a warning that includes consumer information about a product in a language other than English, the warning must also be provided in that language in addition to English. Alternatively, the content and method of transmission may be provided in any form as authorized by Proposition 65 law or regulation effective on or after the Effective Date.

As set forth in Cal. Code Regs. Tit. 27, § 25602(b), to the extent Covered Products are sold online, a warning that complies with the content requirements of Cal. Code Regs Tit. 27, § 25603 must be provided via of the following methods: (1) A warning on the product display page; (2) A clearly

marked hyperlink using the word “WARNING” or the words “CA WARNING” or “CALIFORNIA WARNING” on the product display page that links to the warning; or (3) An otherwise prominently displayed warning provided to the purchaser prior to completing the purchase. If a warning is provided using the short-form label content pursuant to Section 25602(a)(4), the warning provided on the website may use the same content. For purposes of this section, a warning is not prominently displayed if the purchaser must search for it in the general content of the website. For internet purchases made prior to 1/1/2028, a retail seller is not responsible under Section 25600.2(e)(4) for conspicuously posting or displaying the new warning online until 60 calendar days after the retailer receives a warning or a written notice under Section 25600.2(b) and (c) which updates a short-form warning compliant with Section 25603(c) with content compliant with Section 25603(b). These requirements extend to any websites under the exclusive control of SGT where Covered Products are sold into California. In addition, if SGT has actual knowledge a third-party website is offering Covered Products for sale in California, SGT shall instruct any third-party website to which it directly sells its Covered Products to include the same online warning, as set forth above, as a condition of selling the Covered Products in California.

There shall be no obligation for SGT to provide a warning for Covered Products that entered the stream of commerce prior to the Compliance Date, and the Section 4 release applies to all such Covered Products. For the avoidance of doubt, Covered Products in the stream of commerce specifically include, but are not limited to, Covered Products in the process of manufacture.

**(i) Changes in Warning Regulations or Statutes**

In the event that the Office of Environmental Health Hazard Assessment promulgates one or more regulations requiring or permitting Proposition 65 warning text and/or methods of transmission applicable to the Covered Products and the chemical at issue, which are different than those set forth above, SGT shall be entitled to use, at its discretion, such other warning text and/or method of transmission without being deemed in breach of this Agreement. If regulations or legislation are enacted providing that Proposition 65 warnings as to lead in this product are no longer required, a lack of warning by SGT will not thereafter be a breach of this Agreement.

## **2.4 Grace Period for Existing Inventory of Covered Products**

The injunctive requirements of Section 2.2 shall not apply to Covered Products that were manufactured on or before the Compliance Date, which Covered Products are expressly subject to the releases provided in Section 4.1. For the avoidance of doubt, such Covered Products specifically include, but are not limited to, Covered Products in the process of manufacture or otherwise in the custody of SGT after manufacturing

## **3. MONETARY SETTLEMENT TERMS**

### **3.1 Civil Penalty Payment**

Pursuant to Health and Safety Code § 25249.7(b)(2), and in settlement of all claims alleged in the Notice or referred to in this Settlement Agreement, SGT agrees to pay two thousand (\$2,000.00) in civil penalties. The penalty payment will be allocated in accordance with California Health and Safety Code §§ 25249.12(c)(1) & (d), with 75% of the penalty amount paid to the California Office of Environmental Health Hazard Assessment (“OEHHA”) and the remaining 25% of the penalty amount retained by EHA. SGT shall issue two separate checks for the initial civil penalty payment to (a) “OEHHA” and (b) Environmental Health Advocates, Inc. as follows:

- One payment of \$1,500.00 to OEHHA, due thirty (30) days after the Effective Date.
- One payment of \$500.00 to EHA, due thirty (30) days after the Effective Date.

All payments owed to OEHHA (EIN: 68-0284486), pursuant to this Section shall be delivered directly to OEHHA (Memo Line "Prop 65 Penalties") at the following addresses:

For United States Postal Service Delivery:

Mike Gyurics  
Fiscal Operations Branch Chief  
Office of Environmental Health Hazard Assessment  
P.O. Box 4010  
Sacramento, CA 95812-4010

For Non-United States Postal Service Delivery:

Mike Gyurics  
Fiscal Operations Branch Chief  
Office of Environmental Health Hazard Assessment

1001 I Street  
Sacramento, CA 95814

All penalty payments owed to EHA shall be sent to:

Environmental Health Advocates  
225 Broadway, Suite 1900  
San Diego, CA 92101

### **3.2 Attorney Fees and Costs**

The Parties reached an accord on the compensation due to EHA and its counsel under the private attorney general doctrine and principles of contract law. Under these legal principles, SGT agrees to pay eighteen thousand dollars (\$18,000.00) to EHA and its counsel for all fees and costs incurred in investigating, bringing this matter to the attention of SGT, and negotiating a settlement. The eighteen thousand dollars (\$18,000.00) in Attorney's Fees and Costs shall be payable to Entorno Law, LLP as one payment of \$18,000.00, due thirty (30) days after the Effective Date.

All payments required under this Section shall be made payable to Entorno Law, LLP and delivered to:

Noam Glick  
Entorno Law, LLP  
225 Broadway, Suite 1900  
San Diego, CA 92101

### **3.3 Tax Documentation**

SGT agrees to provide a completed IRS 1099 for its payments to, and EHA agrees to provide IRS W-9 forms for each of the payees under this Settlement Agreement. The Parties acknowledge that SGT cannot issue any settlement payments pursuant to Section 3.1 and 3.2 above until after SGT receives the requisite W-9 forms from EHA's counsel. Any delay in SGT's payment(s) required under this Agreement due to EHA's failure to timely provide the information necessary to effectuate such payment shall be excused.

## **4. CLAIMS COVERED AND RELEASED**

#### **4.1 EHA's Release of SGT**

This Settlement Agreement is a full, final, and binding resolution of all claims between EHA, on its own behalf and not on behalf of the public, and SGT for all claims that can or could have been asserted by EHA, on its own behalf, on behalf of its past and current agents, representatives, attorneys, successors and assignees, against SGT and each of its respective parents, owners, shareholders subsidiaries, affiliates, divisions, subdivisions, directors, officers, licensors, licensees, members, employees, attorneys, and any entity, including, but not limited to each entity that manufactured Covered Products, or from whom SGT sourced the Covered Products, including materials used in the Covered Products, and each entity to whom SGT directly or indirectly distributes or sells the Covered Products, including, but not limited to, Martha Stewart Living Omnimedia, LP, Martha Stewart Living Omnimedia, Inc., Gibson Overseas, Inc., The TJX Companies, Inc., and each of their downstream distributors, wholesalers, customers, retailers, franchisees, cooperative members (“Releasees”), based on the failure to warn about exposures to lead required under Proposition 65 in the Covered Products manufactured, sold or distributed for sale in California by SGT before the Compliance Date, as alleged in the Notice, or for any other reason.

In further consideration of the promises and agreements herein contained, EHA on its own behalf and not on behalf of the public, on behalf of its past and current agents, representatives, attorneys, successors and assignees hereby waives any and all rights it may have to institute or participate in, directly or indirectly, any form of legal action and releases all claims against SGT and Releasees including, without limitation, all actions and causes of action, suits, liabilities, demands, obligations, damages, costs, fines, penalties, losses or expenses including, but not exclusively, investigation fees, expert fees and attorney fees arising under Proposition 65 with respect to the alleged or actual failure to warn about exposures to lead under Proposition 65 in the Covered Products manufactured, distributed, sold or offered for sale by SGT, before the Compliance Date.

#### **4.2 SGT's Release of EHA**

SGT, on its own behalf and on behalf of its past and current agents, representatives, attorneys, successors, and assignees, hereby waives any and all claims against EHA and its attorneys

and other representatives, for any and all actions taken or statements made by EHA and its attorneys and other representatives, whether in the course of investigating claims, otherwise seeking to enforce Proposition 65 against it in this matter, with respect to the Covered Products.

#### **4.3 California Civil Code Section 1542**

It is possible that other claims not known to the Parties arising out of the facts alleged in the Notice and relating to the Covered Products will develop or be discovered. EHA on behalf of itself only, on one hand, and SGT on behalf of itself only, on the other hand, acknowledge that this Settlement Agreement is expressly intended to cover and include all such claims up through the Effective Date. The Parties acknowledge that the claims released in Sections 4.1 and 4.2 may include unknown claims and nevertheless waive California Civil Code section 1542 as to any such unknown claims. California Civil Code section 1542 reads as follows:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

EHA and SGT each acknowledge and understand the significance and consequences of this specific waiver of California Civil Code § 1542.

#### **5. PUBLIC BENEFIT**

It is SGT's understanding that the commitments it has agreed to herein, and actions to be taken by SGT under this Settlement Agreement confer a significant benefit to the general public, as set forth in Code of Civil Procedure § 1021.5 and Cal. Admin. Code tit. 11, § 3201. As such, it is the intent of SGT that to the extent any other private party serves a notice and/or initiates an action alleging a violation of Proposition 65 with respect to SGT's alleged failure to provide a warning concerning actual or alleged exposure to lead prior to use of the Covered Products it has manufactured, distributed, sold, or offered for sale in California, or will manufacture, distribute, sell, or offer for sale in California, such private party action would not confer a significant benefit on the general public as to those Covered Products addressed in this Settlement Agreement, provided that SGT is in material compliance with this Settlement Agreement.

**6. SEVERABILITY**

If, subsequent to the execution of this Settlement Agreement, any provision of this Settlement Agreement is held by a court to be unenforceable, the validity of the remaining provisions shall not be adversely affected.

**7. GOVERNING LAW**

The terms of this Settlement Agreement shall be governed by the laws of the State of California and apply within the State of California. In the event that Proposition 65, either as a whole or as specifically applicable to the Covered Products or lead is repealed or federally preempted, or if new or different safe harbor levels are established as applicable to the Covered Products, or if Proposition 65 is otherwise rendered inapplicable to the Covered Products or to lead, or if any of the provisions of this Settlement Agreement are specifically rendered inapplicable or no longer required as to the Covered Products as a result of any regulatory or statutory change or repeal or preemption, then SGT may provide written notice to EHA of any asserted change in the law, and it shall have no further obligations pursuant to this Settlement Agreement with respect to the Covered Products, to the extent that the Covered Products are so affected, and to the extent that it complies with the law.

**8. MODIFICATION & ENFORCEMENT**

This agreement may be modified by written agreement of the Parties. If a dispute arises with respect to either Party's compliance with the terms of this Settlement Agreement, the Parties shall meet and confer in writing and endeavor to resolve the dispute in an amicable manner, for a period of thirty (30) days following receipt of the aggrieved Party's written notification outlining the basis for the dispute. No action may be filed in the absence of such good faith attempt to resolve the dispute for the aforementioned period of at least thirty (30) days which may be extended by mutual agreement of the Parties. Should an exceedance of the reformulation standard(s) in Section 2.2 be alleged, SGT must be provided with written notice and data supporting such an allegation and thirty (30) days to address the allegations before an enforcement action may be filed. No violation of this Settlement Agreement shall be deemed to occur if SGT demonstrates that its own testing of the Covered Product, or sourcing of lead-free Covered Products show compliance with Section 2.2. Additionally, if a

California court enters judgment in another Proposition 65 enforcement action involving exposure to lead in Covered Products or product substantially similar to Covered Products that imposes different injunctive relief than what is set forth in this Settlement Agreement, SGT may seek to modify Section 2.2 of this Settlement Agreement to conform with the injunctive relief provided in such judgment. In any action to enforce the terms of this Settlement Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees and costs.

**9. NOTICE**

Unless specified herein, all correspondence and notice required to be provided pursuant to this Settlement Agreement shall be in writing and sent by: (a) personal delivery; (b) first-class, registered or certified mail, return receipt requested; or (c) a recognized overnight courier on any Party by the other at the following addresses:

For SGT:

Hazel Ocampo  
Greenberg Traurig, LLP  
12830 El Camino Real, Suite 350  
San Diego, CA 92130  
ocampoh@gtlaw.com

For EHA:

Noam Glick  
Entorno Law, LLP  
225 Broadway, Suite 1900  
San Diego, CA 92101

Any Party may, from time to time, specify in writing to the other a change of address to which all notices and other communications shall be sent.

**10. FORCE MAJEURE**

The inability of SGT to comply with any deadline set forth in this Settlement Agreement due to an act of terrorism, fire, earthquake, civil disorders, war, an act of God or similar event that is beyond the reasonable control of SGT shall be grounds to amend the deadlines set forth in this Agreement.

**11. COUNTERPARTS; FACSIMILE SIGNATURES**

This Settlement Agreement may be executed in counterparts and by facsimile or portable document format (PDF) signature, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

**12. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(f)**

EHA and its attorneys agree to comply with the reporting form requirements referenced in California Health and Safety Code § 25249.7(f).

**13. AUTHORIZATION**

The undersigned are authorized to execute this Settlement Agreement on behalf of their respective Parties and have read, understood, and agree to all of the terms and conditions of this Settlement Agreement.

**AGREED TO:**

**AGREED TO:**

Date: 5/13/26

Date: May 05, 2026

By:   
ENVIRONMENTAL HEALTH  
ADVOCATES, INC.

By:   
SHENZHEN GIBSON TRADING COMPANY