Docusign Envelope ID: C35E32D5-6DC0-8262-81C8-5A7CA395D426

SETTLEMENT AND RELEASE AGREEMENT

1. INTRODUCTION

1.1. Berj Parseghian and Partake Foods, Inc.:

This Settlement Agreement is entered into by and between Berj Parseghian ("Parseghian"), represented by his attorneys KJT Law Group, LLP on the one hand, and Partake Foods, Inc. ("PARTAKE"), on the other hand, with Parseghian and PARTAKE collectively referred to as the "Parties."

1.2. General Allegations

Parseghian alleges that PARTAKE manufactured and distributed and offered certain products for sale in the State of California, which contain Lead, and that such sales have not been accompanied by Proposition 65 warnings. Lead is listed under Proposition 65 as a chemical known to the State of California to cause reproductive toxicity.

1.3. Product Description

The product covered by this Settlement Agreement is Partake's Ginger Snap Crunchy Cookies; UPC #: 8 52761 00702 2, that PARTAKE has sold, offered for sale, manufactured, or distributed in California. All such items shall be referred to herein as the "Covered Product."

1.4. Notice of Violation

On August 4, 2025, Parseghian served PARTAKE and the requisite public enforcement agencies eligible to initiate Proposition 65 actions on behalf of the People of the State of California with documents entitled "60-Day Notice of Violation" ("Notice") that provided PARTAKE and such public enforcers with notice that PARTAKE was allegedly in violation of California Health & Safety Code section 25249.6 for failing to warn consumers and customers that the Covered Product exposed users in California to Lead. To the best of the Parties'

Docusign Envelope ID: C35E32D5-6DC0-8262-81C8-5A7CA395D426

knowledge, no public enforcer has commenced or is diligently prosecuting the allegations set forth in the Notice.

1.5. No Admission

The Parties enter into this Settlement Agreement to settle disputed claims between them as set forth herein and in the Notice concerning PARTAKE's compliance with Proposition 65. Specifically, PARTAKE denies the material, factual, and legal allegations contained in Parseghian's Notice and maintains that all products that it has placed for sale and distribution in California, including the Covered Product, have been and are in compliance with Proposition 65 and all other laws. Nothing in this Settlement Agreement shall be construed as an admission by PARTAKE 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 PARTAKE of any fact, finding, conclusion, issue of law, or violation of law, such being specifically denied by PARTAKE. However, nothing in this section shall diminish or otherwise affect the obligations, responsibilities, and duties of PARTAKE 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 fully executed by the parties.

2. INJUNCTIVE RELIEF: WARNINGS AND REFORMULATION

2.1. Reformulation Standard

Beginning 90 days after the Effective Date (the "Compliance Date"), PARTAKE shall be permanently enjoined from manufacturing for sale in the State of California, "Distributing into the State of California," or directly selling in the State of California, any Covered Product that

Docusign Envelope ID: C35E32D5-6DC0-8262-81C8-5A7CA395D426

exposes a person to a "Daily Lead Exposure Level" of more than 0.5 micrograms of Lead per day, unless it meets the warning requirements under Section 2.2.

As used in this Settlement Agreement, the term "Distributing into the State of California" shall mean to directly ship a Covered Product into California for sale in California or to sell a Covered Product to a distributor that PARTAKE knows will sell the Covered Product in California. Notwithstanding the foregoing, the injunctive relief in Section 2 shall not apply to any Covered Product manufactured, packaged, labeled, distributed, or otherwise entered into the stream of commerce before the Compliance Date. Any such Covered Product may continue to be distributed, offered for sale, and sold in California after the Compliance Date through exhaustion of such inventory without complying with Sections 2.1 or 2.2, and all claims relating to such Covered Product are released under Section 6.

For purposes of this Settlement Agreement, "Daily Lead Exposure Level" shall be measured in micrograms and shall be calculated using the following formula: micrograms of lead per gram of product, multiplied by grams of product per serving of the product as stated on the nutrition fact panel, multiplied by servings of the product per day stated on the label, which equals micrograms of lead exposure per day. If the label contains no recommended daily servings, then the number of recommended daily servings shall be one.

2.2 **Clear and Reasonable Warnings**

If PARTAKE is required to provide a warning pursuant to Section 2.1, one of the following warnings must be utilized ("Warning").

Option 1:

> **WARNING:** Consuming this product can expose you to chemicals including 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/food.

Docusign Envelope ID: C35E32D5-6DC0-8262-81C8-5A7CA395D426

Option 2:

WARNING: Can expose you to lead, a [carcinogen and] reproductive toxicant. See www.P65Warnings.ca.gov/food.

Option 3:

WARNING: Risk of [cancer and] reproductive harm from exposure to lead. See www.P65Warnings.ca.gov/food.

PARTAKE shall use the phrase "cancer and" or "carcinogen and" in the Warning if the exposure level is greater than 15 micrograms of lead per day.

The Warning shall be securely affixed to or printed upon the label of each Covered Product and it must be set off from other surrounding information. For purposes of this Settlement Agreement, the term "label" means a display of written, printed or graphic material that is printed on or affixed to a Covered Product or its immediate container or wrapper. The warning must be set off from other surrounding information, enclosed in a box. If consumer information on the package is in a foreign language, the warning must also be provided in the foreign language. In addition, for any Covered Product sold over the internet, the Warning shall appear on the checkout page in full text or through a clearly marked hyperlink using the word "WARNING" in all capital and bold letters when a California delivery address is indicated for any purchase of any Covered Product. If a hyperlink is used, the hyperlink must go directly to a page prominently displaying either the Option 1 Warning, the Option 2 Warning, or the Option 3 Warning without content that detracts from the Warning. An asterisk or other identifying method must be utilized to identify which products on the checkout page are subject to the Warning. The

Docusign Envelope ID: C35E32D5-6DC0-8262-81C8-5A7CA395D426

Warning shall comply with the Safe Harbor Provisions, applicable to the Covered Product and chemical at issue, as those regulations may be amended from time to time.

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 Product and the chemical at issue, which are different than those set forth above, PARTAKE 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 PARTAKE will not thereafter be a breach of this Agreement.

3. CONSIDERATION

In settlement of all the claims referred to in this Settlement Agreement, the Parties reached an accord on the compensation due, under the private attorney general doctrine and principles of contract law. Under these legal principles, PARTAKE shall pay $25,000.00 as settlement and for fees and costs incurred as a result of investigating and bringing this matter to PARTAKE's attention.

4. PUBLIC BENEFIT

It is the understanding of both PARTAKE and Parseghian that the commitments it has agreed to herein, and actions to be taken by PARTAKE 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 the PARTAKE and Parseghian 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 PARTAKE's alleged failure to provide a warning concerning actual or alleged exposure to lead prior to use of the Covered Products it has manufactured,

Docusign Envelope ID: C35E32D5-6DC0-8262-81C8-5A7CA395D426

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 PARTAKE is in material compliance with this Settlement Agreement.

5. PENALTIES PURSUANT TO HEALTH & SAFETY CODE SECTION 25249.7(b)

In settlement of all the claims referred to in this Settlement Agreement, $2,500.00 shall be considered a "civil penalty." The penalty payment will be allocated in accordance with California Health & Safety Code section 25249.12(c)(1) & (d), with 75% (i.e., $1,875.00) of the funds remitted to the California Office of Environmental Health Hazard Assessment ("OEHHA") and the remaining 25% (i.e., $625.00) of the penalty remitted to Parseghian. PARTAKE shall make these payments on or before the date that is thirty (30) days after the Effective Date, at which time such payments shall be made as follows:

(a) The $625.00 payment owed to Parseghian shall be payable to "Berj Parseghian" and delivered to:

KJT LAW GROUP LLP
230 Maryland Avenue, Suite 306
Glendale, CA 91206

(b) The $1,875.00 payment owed to OEHHA shall be delivered directly to OEHHA at the following addresses:

For United States Postal Delivery:

Mike Gyurics
Fiscal Operations Branch Chief
Office of Environmental Health Hazard Assessment
P.O. Box 4010
Sacramento, CA. 95812-0410

Docusign Envelope ID: C35E32D5-6DC0-8262-81C8-5A7CA395D426

For Non-United States Postal Service Delivery:

Mike Gyurics
Fiscal Operations Branch Chief
Office of Environmental Health Hazard Assessment
1001 I Street, MS #19B
Sacramento, CA 95814.

6. REIMBURSEMENT OF FEES AND COSTS

In settlement of all the claims referred to in this Settlement Agreement, $22,500.00 shall be considered reimbursement of Parseghian's attorneys' fees, expert and investigation fees, and related costs associated with this matter and the Notice. The Parties reached an agreement on the compensation due to Parseghian and his counsel under the private attorney general doctrine and principles of contract law. Payment shall be made in 2 installments as follows. The first payment of $11,500.00 shall be made on or before the date that is thirty (30) days after the Effective Date. The second payment of $11,000.00 will be made on or before the date that is sixty (60) days after the Effective Date.

Payment to Parseghian's counsel shall be delivered or wired to:

KJT LAW GROUP LLP
231 Maryland Avenue, Suite 306
Glendale, CA 91206.

7. RELEASE OF ALL CLAIMS

7.1. Release of PARTAKE, Downstream Customers and Upstream Vendors

In further consideration of the promises and agreements herein contained, and for the payments to be made pursuant to Sections 3 through 6 above, Parseghian, on behalf of himself, hereby waives all rights to institute or participate in, directly or indirectly, any form of legal action and releases all claims relating to the Covered Product, including, without limitation, all actions, and causes of action, in law or in equity, suits, liabilities, demands, obligations, damages, costs, fines, penalties, losses or expenses (including, but not limited to, investigation

Docusign Envelope ID: C35E32D5-6DC0-8262-81C8-5A7CA395D426

fees, expert fees and attorneys' fees) against PARTAKE, and its respective equity owners, parents, subsidiaries, affiliates, sister and related entities, and any and all upstream manufacturers, vendors, ingredient suppliers, distributors and retailers, including but not limited to Gelson's Markets, for any alleged violations of Proposition 65 arising from alleged exposures to lead in relation to the Covered Product, up through the Compliance Date.

Parseghian, in his capacity, expressly waives and relinquishes any and all rights and benefits which he may have under, or which may be conferred on it by the provisions of California Civil Code section 1542 as well as under any other state or federal statute or common law principle of similar effect, to the fullest extent that it may lawfully waive such rights or benefits pertaining to the released matters. California Civil Code section 1542 provides:

> "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

8. 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.

9. 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.

Docusign Envelope ID: C35E32D5-6DC0-8262-81C8-5A7CA395D426

10. NOTICES

Unless specified herein, all correspondence and notices required to be provided pursuant to this Settlement Agreement shall be in writing and personally delivered or sent by: (i) first-class, (registered or certified mail) return receipt requested; or (ii) overnight courier on any party by the other party at the following addresses:

For Partake:
William Tarantino
Morrison & Foerster LLP
425 Market St.
San Francisco, CA 94105

For Parseghian:
Tro Krikorian, Esq.
KJT Law Group, LLP
230 N. Maryland Ave., Suite 306
Glendale, CA 91206

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

11. COUNTERPARTS; FACSIMILE/E-SIGNATURES

This Settlement Agreement may be executed in counterparts and by facsimile or e-signatures, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

12. ENTIRE AGREEMENT

This Settlement Agreement contains the sole and entire agreement and understanding of the Parties with respect to the entire subject matter hereof, and all related prior discussions, negotiations, commitments, and understandings. No other agreements, oral or otherwise, exist to bind either of the Parties.

13. MODIFICATION

This Settlement Agreement may be modified only by a written agreement signed by the Parties.

Docusign Envelope ID: C35E32D5-6DC0-8262-81C8-5A7CA395D426

14. DRAFTING

No inference, assumption or presumption shall be drawn, and no provision of this Agreement shall be construed against any of the Parties, based upon the fact that one of the Parties and/or one of the Parties' attorneys prepared and/or drafted all or any portion of this Agreement. It is conclusively presumed that the Parties participated equally in the preparation and drafting of this Agreement.

15. 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.

IN WITNESS WHEREOF, the Parties have agreed, accepted, and executed this Agreement on the date written.

Executed on 10/26/2026.

DocuSigned by:
BERJ PARSEGHIAN
17B4A0E5087E404...

Berj Parseghian

Executed on 11/1/2026.

Partake Foods, Inc.

DocuSigned by:
Denise Woodward
89BBFFD8AF2A440...

By: Denise Woodward
Its: Founder/CEO of Partake Foods