SETTLEMENT AND RELEASE AGREEMENT

1. INTRODUCTION

1.1 Parties

This settlement and release agreement ("Settlement Agreement") is entered into by and between Public Health Enforcement Advocates, LLC ("PHEA"), on the one hand, and Family Foods International Inc. ("FFII"), on the other hand, with PHEA and FFII, each individually referred to herein as a "Party" and collectively as the "Parties."

1.2 General Allegations

PHEA alleges that FFII manufactures, and/or imports, distributes, and offers for sale certain products in California containing lead without warning under California Health and Safety Code sections 25249.5 *et seq.* ("Proposition 65"). Lead is listed pursuant to Proposition 65 as a chemical known to the State of California to cause cancer, birth defects, or other reproductive harm.

1.3 Covered Products

The products covered by this Settlement Agreement are Oat Milk and Coconut Milk products, as identified below. Such item shall be referred to herein as the "Covered Products."

- **Nature's Charm Sweetened Condensed Oat Milk - UPC: 093856994876 & X003WTVHUT**
- **Nature's Charm Coconut Milk Sweetened Condensed - UPC: 093856992193 & X00415CN59**

1.4 Notice of Violation

PHEA served FFII and the requisite public enforcement agencies eligible to initiate Proposition 65 actions on behalf of the State of California, two (2) 60-day Notices of Violation pursuant to Cal. Health & Safety Code §§ 25249.5, *et seq.*, Notices of Violation Nos. 2026-00791 and 2026-00792, dated February 20, 2026 (the "Notices"), alleging that FFII was in violation of Proposition 65 for failing to warn consumers and customers that the Covered Products exposed users in California to unlawful amounts of lead. To the best of the Parties' knowledge, no public enforcer has commenced or is diligently prosecuting an action to enforce the violations alleged in the Notices.

1.5 No Admission

The Parties enter into this Settlement Agreement to settle disputed claims between them on the terms set forth herein and as alleged in the Notices concerning FFII's compliance with Proposition 65. FFII denies all of the material factual and legal allegations in the Notices and maintains that all the products it has manufactured, offered for sale, and/or distributed for sale in California, including the Covered Products, have been and are in compliance with Proposition 65 and all other applicable statutory, regulatory, common law, or equitable doctrines. Nothing in this Settlement Agreement shall be construed as an admission by FFII or any of its officers, directors, shareholders, employees, agents, parent or sister companies, subsidiaries, divisions, affiliates, franchisees, licensees, licensors, joint venture partners, customers, suppliers, distributors, wholesalers, or retailers, 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 FFII or any of its officers, directors, shareholders, employees, agents, parent or sister companies, subsidiaries, divisions, affiliates, franchisees, licensees, licensors, joint venture partners, customers, suppliers, distributors, wholesalers, or retailers of any fact, finding, conclusion, issue of law or violation of law, all of such being specifically denied by FFII. Neither the existence nor terms of this Settlement Agreement shall be offered or admitted as evidence in any administrative or judicial proceeding or litigation in any court, agency, or forum. This Section shall not, however, diminish or otherwise affect FFII'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 on which a complete and fully executed copy of this Settlement Agreement is exchanged by the Parties' counsel.

2. INJUNCTIVE RELIEF: WARNINGS AND REFORMULATION

Except as set forth in Section 2.1 and 2.2 below, FFII agrees that as of the Effective Date, it shall not "distribute into the State of California" or directly sell in the State of California any Covered Products that exposes a person to more than 0.5 micrograms of lead per day based on the recommended serving size on the Covered Products' label, unless the Covered Products bears a warning meeting the warning requirements under Sections 2.1 & 2.2.

For the purpose of this Settlement Agreement, 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 (using the largest serving size appearing on the product label), multiplied by servings of the product per day (using the largest number of recommended daily servings appearing 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. All testing pursuant to this Settlement Agreement shall be performed using a laboratory method that complies with the performance and quality control factors appropriate for the method used, including limit of detection and limit of quantification, sensitivity, accuracy and precision that meets the following criteria: Inductively Coupled Plasma-Mass Spectrometry ("ICP- MS") achieving a limit of quantification of less than or equal to 0.005 mg/kg.

As used in this Settlement Agreement, the term "distribute into the State of California" shall mean to directly ship the Covered Products into California for sale in California or to sell the Covered Products to a distributor that FFII knows will sell the Covered Products in California. The term "distribute into the State of California" does not encompass unauthorized sales of the Covered Products by third parties.

2.1 CLEAR AND REASONABLE WARNINGS

Except as set forth below, and to the extent that FFII is required to provide a warning, FFII agrees that, as of the Effective Date, it shall provide a clear and reasonable warning on the Covered Products in compliance with the requirements of Proposition 65. This requirement shall only be required for a Covered Products that is manufactured, distributed, marketed, imported, sold, shipped for sale, or offered for sale to consumers by FFII in the State of California.

The injunctive requirements of this Section 2 shall not apply to any Covered Products that are already in the stream of commerce as of the Effective Date, which Covered Products are expressly subject to the releases provided in Section 4 of this Settlement Agreement and shall be permitted to be sold through as previously manufactured, packaged, and/or labeled.

2.2 GENERAL WARNING REQUIREMENTS

For purposes of this Settlement Agreement, a clear and reasonable warning for the Covered Products shall consist of a warning affixed to the packaging, label, tag, or directly to the Covered Products sold or distributed in California by FFII. The warning shall comply with the safe harbor language under Article 6 of Proposition 65 regulations; for example, the warning options for lead are outlined directly below this paragraph. No Proposition 65 warning shall be required for any Covered Products already in the stream of commerce as of the Effective Date, and all such Covered Products are hereby deemed to be exempt from Proposition 65 enforcement and are expressly subject to the releases provided in Section 4 of this Settlement Agreement:

1) WARNING: Consuming this product can expose you to chemicals including lead, which are 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.

OR

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

OR THE FOLLOWING SHORT FORM WARNING WHICH IS ONLY PERMISSIBLE ON COVERED PRODUCT MANUFACTURED/LABELED PRIOR TO 1/1/28, REGARDLESS OF DATE OF SALE:

3) WARNING: Cancer and Reproductive Harm - www.P65Warnings.ca.gov/food.

The warning shall be securely affixed to or printed upon the label of each Product and must be set off from other surrounding information and enclosed in a box. In addition, the same warning shall be posted on any website under the exclusive control of FFII, where the Covered Products are sold directly to consumers located in California. The warning requirements of this Section shall be satisfied if warnings compliant with Article 6 of Proposition 65 regulations, such as the foregoing warnings, appear either (a) on the same web page on which Covered Products are displayed and/or described by providing a clearly marked hyperlink using the word "WARNING"; (b) on the same page as the price for the Covered Products, or (c) on one or more web pages displayed to a purchaser prior to purchase of the Product during the checkout process. These requirements extend to any websites under the exclusive control of FFII where the Covered Products are sold into California. In addition, FFII shall inform any third-party website to which it directly sells the Covered Products to include the same online warning, as set forth above, as a condition of selling the Covered Products in California, but FFII shall bear no responsibility or liability for failure of the third-party website to post such warning.

The warning shall be at least the same size as the largest of any other health or safety warnings also appearing on the website or on the label, and the word "WARNING" shall be in all capital letters and in bold print. No statements intended to or likely to have the effect of diminishing the impact of the warning on the average layperson shall accompany the warning. Further, no statements may accompany the warning that state or imply that the source of the listed chemical has an impact on or results in a less harmful effect of the listed chemical. If there is "consumer information" (as defined in 27 CCR section 25600.1(c)) on the product packaging that is in a foreign language, the warning must also be in the foreign language.

2.3 CHANGES IN WARNING REGULATIONS, STATUTES, OR OTHER GOVERNING AUTHORITY

In the event that (a) the Office of Environmental Health Hazard Assessment ("OEHHA") or another authorized agency promulgates one or more regulations, (b) legislation is enacted by the California legislature, United States Congress, or the voters, or (c) a published opinion is issued by a court of competent jurisdiction, requiring, permitting, or establishing a warning text and/or methods of transmission different than those set forth above or an alternative means of calculating exposure for purposes of Proposition 65 other than that set forth herein, FFII shall be entitled to use, at its discretion, such other warning text, method of transmission, or means of calculating exposure without being deemed in breach of this Settlement Agreement. If regulations, legislation, or judicial rulings are enacted or issued providing that a Proposition 65 warning for the Product is no longer required, a lack of warning will not thereafter be a breach of this Settlement Agreement.

3. CONSIDERATION

3.1 Total Settlement Amount

In full satisfaction of all potential civil penalties, attorneys' fees, costs, and other expenses incurred by PHEA and its counsel in connection with the Notices and Covered Products, and in exchange for PHEA's total release of all liability in connection with the Covered Products, FFII shall pay a total of $28,500 ("Total Settlement Amount") as set forth in this Section. No other payment is required by FFII under this Settlement Agreement.

3.2 Civil Penalties Pursuant to Health & Safety Code Section 25249.7(b)

TWO THOUSAND EIGHT HUNDRED FIFTY DOLLARS ($2,850) of the Total Settlement Amount shall be a "civil penalty" under section 25249.7(b) of the California Health and Safety Code. This civil penalty payment will be allocated in accordance with sections 25249.12(c)(1)&(d) of the California Health and Safety Code. FFII shall have two separate checks issued within ten (10) days of the Effective Date, and all payments shall be made as follows:

(a) One check made payable to OEHHA in the amount of TWO THOUSAND ONE HUNDRED THIRTY-SEVEN DOLLARS AND FIFTY CENTS ($2,137.50), which represents seventy-five percent (75%) of the civil penalties; and

(b) One check made payable to Public Health Enforcement Advocates, LLC in the amount of SEVEN HUNDRED TWELVE DOLLARS AND FIFTY CENTS ($712.50), which represents the remaining twenty-five percent (25%) of the civil penalties.

(c) All civil penalty payments to OEHHA (EIN: 68-0284486) pursuant to this Section shall be delivered to OEHHA (memo line to read: "Proposition 65 Penalties") at the following address(es):

For the United States Postal Delivery Service:

Attn: Mike Gyurics
Fiscal Operations Branch Chief
Office of Environmental Health Hazard Assessment
P.O. Box 4010, MS 19B
Sacramento, CA 95812-4010

For Non-United States Postal Delivery Service:

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

(d) All payments to Public Health Enforcement Advocates, LLC:

Cornerstone Law Firm, PC
357 S. Robertson Blvd, Second Floor
Beverly Hills, CA 90211

3.3 Reimbursement of Fees and Costs

TWENTY-FIVE THOUSAND SIX HUNDRED FIFTY DOLLARS ($25,650) of the Total Settlement Amount shall be paid to PHEA's counsel, Cornerstone Law Firm, PC, in consideration of the releases provided by Section 4, and as part of the release to FFII of any Proposition 65 liability (including all costs and fees) in relation to the Notices and the Covered Products. The Parties reached an accord on the compensation owed to PHEA and its counsel under the private attorney general doctrine and principles of contract law. FFII shall make a wire transfer for this payment within ten (10) days of the Effective Date, as follows:

Bank: [redacted]
Routing No.:
Account No.:
Account Name:

3.4 Tax Documentation

PHEA and Cornerstone Law Firm, PC, agree to provide IRS W-9 forms under this Settlement Agreement. The Parties acknowledge that FFII cannot issue any Settlement Payment pursuant to this Section 3 until after FFII receives the requisite W-9 forms for PHEA and Cornerstone Law Firm from PHEA's counsel. Nothing in this Settlement Agreement shall alter the Parties' obligations to be liable for their own taxes or impose any obligations relating to taxes due on the payments made under this Settlement Agreement.

4. CLAIMS COVERED AND RELEASED

4.1 PHEA Release of FFII and Others

This Settlement Agreement is a full, final, and binding resolution of all claims under Proposition 65 between PHEA and FFII, and each of them, for any alleged violation of Proposition 65 that was or could have been asserted by PHEA, on its own behalf, on behalf of its past and current agents, employees, representatives, attorneys, predecessors, successors managers, members, officers, successors in interest, insurers, affiliates, indemnitors, and assignees (collectively, "Releasors"), and releases any and all claims against FFII, and each of them and each of their respective past, present, or future parents, equity owners, shareholders, subsidiaries, affiliated entities under common ownership, directors, officers, members, employees, attorneys, insurers, joint ventures, manufacturers, divisions, investors, creditors, guarantors, indemnitors, representatives and each entity to whom FFII directly or indirectly distributes, offers for sale or sells the Covered Products, including, but not limited to, its downstream distributors, wholesalers, customers, retailers, franchisees, cooperative members and licensees, and the other entities named in the Notices (collectively, "Releasees") based on the failure or alleged failure to warn about exposures under Proposition 65 in the Covered Products manufactured, imported, distributed, sold, or offered for sale in California by FFII before the Effective Date, as alleged in the Notices.

PHEA and its attorneys represent and warrant that they have not filed and are not contemplating filing, that they are not aware of any other person who has filed or is contemplating filing, and that they have not engaged and do not intend to engage in any advertising or solicitation to locate additional persons to file any form of complaint against the Releasees, including any notices of Proposition 65 violation.

4.2 PHEA's California Civil Code Section 1542 Waiver

PHEA, on behalf of itself and all other Releasors, acknowledges that it is familiar with California Civil Code section 1542, which provides 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.**

PHEA, on behalf of itself and all other Releasors, expressly waives and relinquishes any and all rights and benefits that it and they may have under, or which may be conferred on them, 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 Releasors may lawfully waive such rights or benefits pertaining to the released matters. The Parties agree that compliance with the terms of this Settlement Agreement shall constitute compliance by any Releasee with Proposition 65.

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4.3 FFII's Release of PHEA

FFII, on behalf of itself, its past and current agents, representatives, attorneys, successors and/or assignees, waives any and all claims against PHEA, its attorneys, and other representatives for any and all actions taken or statements made (or those that could have been taken or made) by PHEA and its attorneys and other representatives, whether in the course of investigating claims or otherwise seeking enforcement of Proposition 65 against it in this matter, and/or with respect to the Covered Products.

4.4 Binding Settlement Agreement

This Settlement Agreement shall apply to, be binding upon, and inure to the benefit of PHEA, FFII, and the other Releasees, including each of their successors and assigns.

4.5 Public Benefit

It is the Parties' belief that the terms of this Settlement Agreement confer a significant benefit to the general public as set forth in California Code of Civil Procedure section 1021.5 and California Administrative Code title 11, section 3201. As such, it is the intent of the Parties that to the extent any other private party initiates an action alleging that the Covered Products are somehow in violation of Proposition 65, such private party action would not confer a significant benefit on the general public, so long as FFII is in material compliance with the terms of this Settlement Agreement.

5. ENFORCEMENT

If PHEA alleges that FFII has failed to comply with this Settlement Agreement, prior to filing an action or a notice of violation as to any Releasee, PHEA shall first provide FFII thirty (30) days' advance written notice of the alleged violation(s). PHEA shall provide testing results, lot numbers, and photographs of the Covered Products' packaging. The Parties shall meet and confer during such thirty (30) day period in an effort to resolve the matter informally without the need for litigation. If the matter is not resolved within thirty (30) days, PHEA can file litigation.

6. GOVERNING LAW

The terms of this Settlement Agreement shall be governed by the laws of the State of California without regard to its conflicts of law principles. In the event that Proposition 65 is repealed or is otherwise rendered inapplicable by reason of law generally, or as to the Covered Products specifically, then FFII shall have no further obligations pursuant to this Settlement Agreement

7. COUNTERPARTS: FACSIMILE/E-SIGNATURES

This Settlement Agreement may be executed in counterparts and by facsimile or portable document format (PDF) signature or electronically, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document. Signatures by scanned and emailed image, electronic, or facsimile transmission shall have the same force and effect as an original signature and as an electronic record adopted and executed by a Party with the intent to sign the electronic record pursuant to California Civil Code sections 1633.1 *et seq.*

8. NOTICE

Unless otherwise specified herein, all correspondence and notice required to be provided pursuant to this Settlement Agreement shall be in writing and personally delivered or sent by electronic mail or overnight courier as follows:

To PHEA:	To FFII:
Davar Danialpour, Esq. CORNERSTONE LAW FIRM, P.C. 357 S. Robertson Blvd. Second Floor Beverly Hills, CA 90211 david@davarlaw.com	Daniel S. Hurwitz, Esq. Wilson Elser Moskowitz Edelman & Dicker LLP 555 S. Flower Street - Suite 2900 Los Angeles, CA 90071 dan.hurwitz@wilsonelser.com

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

8. COMPLIANCE WITH HEALTH AND SAFETY CODE §25249.7(f)

PHEA and its attorneys agree to comply with the reporting form requirements referenced in California Health and Safety Code section 25249.7(f) and shall report this Settlement Agreement to the California Attorney General's Office within five (5) days of the Effective Date.

9. ENTIRE AGREEMENT

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

10. SEVERABILITY & MODIFICATION

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

11. INTERPRETATION

No inference, assumption, or presumption shall be drawn, and no provision of this Settlement Agreement shall be construed, against any Party, based upon the fact that one of the Parties or their counsel prepared or drafted any portion of this Agreement. The Parties waive the provisions of California Civil Code section 1654. It is conclusively presumed that the Parties participated equally in drafting this Settlement Agreement. Section headings and subsection headings are solely for the convenience of the reader and are not to be given substantive effect or used as an aid for interpretation of the terms of this Settlement Agreement.

12. AUTHORIZATION

Each Party represents that its signatory to this Settlement Agreement has the full legal authority to enter into and legally bind it to the terms herein. Each Party further represents that it has read, understood, and agreed to all the terms and conditions of this Settlement Agreement.

AGREED TO:	AGREED TO:
PUBLIC HEALTH ENFORCEMENT ADVOCATES, LLC	**FAMILY FOODS INTERNATIONAL INC.**
Date: 07/28/2026	Date: 7/24/26
Name: Roya Mohseni	Name: William Chang
Title: CEO	Title: President
Signature:	Signature: