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 Global Market Foods, LLC, ZB Importing, LLC; and Ziyad Brothers Importing, LLC (collectively, "ZB IMPORTING"), on the other hand, with PHEA and ZB IMPORTING, each individually referred to herein as a "Party" and collectively as the "Parties."

1.2 General Allegations

PHEA alleges that ZB IMPORTING manufactures, 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 certain Stuffed Grape Leaves, including the exemplar product identified below. Such items shall be referred to herein as the "Covered Products."

- **Sultan Stuffed Grape Leaves - UPC No.: 0-74265 00285-7**

1.4 Notice of Violation

PHEA served ZB IMPORTING and the requisite public enforcement agencies eligible to initiate Proposition 65 actions on behalf of the State of California with a 60-day Notice of Violation pursuant to Cal. Health & Safety Code §§ 25249.5, *et seq*., Notice of Violation No. 2026-01633 dated April 10, 2026 (the "Notice"), alleging that ZB IMPORTING 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 Notice.

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 Notice concerning ZB IMPORTING's compliance with Proposition 65. ZB IMPORTING denies all of the material factual and legal allegations in the Notice 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 ZB IMPORTING 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 ZB IMPORTING 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 ZB IMPORTING. 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 ZB IMPORTING'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. The term "Compliance Date" is one hundred twenty (120) calendar days from the Effective Date, and the period of time from the Effective Date through the Compliance date is the "Compliance Period."

2. INJUNCTIVE RELIEF: WARNINGS AND REFORMULATION

Subject to the Compliance Period and sell-through provisions set forth below in Section 2.1, following the Compliance Date, ZB IMPORTING shall not "distribute into the State of California" or directly sell in the State of California any Covered Products that expose 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 bear a warning meeting the requirements of Sections 2.1 and 2.2.

For the purpose of this Settlement Agreement, the "Daily Lead Exposure Level" shall be calculated by multiplying the recommended serving size of the Covered Products by the concentration of lead in the Covered Product. 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 industry standard practices regarding the limit of detection and limit of quantification, sensitivity, accuracy and precision.

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 ZB IMPORTING knows will sell the Covered Products in California. The term "distribute into the State of California" does not encompass unauthorized or unknown sales of the

Covered Products by third parties.

2.1 CLEAR AND REASONABLE WARNINGS

Except as set forth below, and to the extent that ZB IMPORTING is required to provide a warning, on or before the Compliance Date, ZB IMPORTING shall provide a clear and reasonable warning on Covered Products manufactured, packaged, labeled, distributed, marketed, imported, sold, shipped for sale, or offered for sale to consumers by ZB IMPORTING in the State of California, in compliance with Proposition 65 and the terms of this Settlement Agreement.

The injunctive requirements set forth in Section 2 shall not apply to Covered Products that were manufactured, packaged, labeled, distributed or otherwise entered the stream of commerce within 60 days of the Effective Date ("Sell-Through Products"). Sell-Through Products are expressly included within the releases set forth in Section 4 of this Settlement Agreement.

2.2 GENERAL WARNING REQUIREMENTS

For purposes of this Settlement Agreement, a clear and reasonable warning, if required by law, 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 ZB IMPORTING. The warning, if applicable, shall comply with the safe harbor language under Article 6 of the Proposition 65 regulations; for example, the warning options for lead are outlined directly below this paragraph. No Proposition 65 warning shall be required under this Settlement Agreement for the Sell-Through Products and Covered Products manufactured, packaged, labeled, or distributed or otherwise entered the stream of commerce into the State of California before the Compliance Date. PHEA agrees that it will not commence or maintain a Proposition 65 enforcement action concerning such sell-through Covered Products, which 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 birth defects or other reproductive harm. For more information, go to www.P65Warnings.ca.gov/food.
>
> **OR**
>
> **2) WARNING**: Risk of 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:** Reproductive Harm - www.P65Warnings.ca.gov/food.

The warning shall be securely affixed to or printed upon the label of each Covered 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 ZB IMPORTING, 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 Covered Product during the checkout process.

These requirements extend to any website under the exclusive control of ZB IMPORTING where the Covered Products are sold into California. In addition, ZB IMPORTING shall inform any third-party website to which it directly sells the Covered Products to include the same online warning if that third-party intends to sell the Covered Product into California; however, ZB IMPORTING 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. 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, ZB IMPORTING 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 Covered Products 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 Notice and Covered Products, and in exchange for PHEA's

total release of all liability in connection with the Covered Products, ZB IMPORTING shall pay a total of $20,000 ("Total Settlement Amount") as set forth in this Section. No other payment is required by ZB IMPORTING under this Settlement Agreement.

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

Three thousand dollars ($3,000) 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. ZB IMPORTING shall have two separate checks issued within fourteen (14) 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 two hundred fifty dollars ($2,250), 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 fifty dollars ($750), 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

Seventeen thousand dollars ($17,000) of the Total Settlement Amount shall be paid to PHEA's counsel, Cornerstone Law Firm, PC, as reimbursement of PHEA's reasonable attorneys' fees and costs incurred in investigating and resolving the claims addressed by the Notice. The Parties acknowledge that the amount of fees and costs was negotiated separately from the civil penalty and injunctive relief terms. ZB IMPORTING shall make a wire transfer for this payment within fourteen (14) days of the Effective Date, as follows:



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 ZB IMPORTING may condition payments made to PHEA or Cornerstone Law Firm, PC, upon receipt of the applicable W-9 form. Delivery of any W-9 form shall not be a condition to, or delay, the civil penalty payment to OEHHA required by Section 3.2. 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 ZB IMPORTING and Others

This Settlement Agreement is a full, final, and binding resolution of all claims under Proposition 65 between PHEA and ZB IMPORTING concerning alleged exposures to lead from the Covered Products identified in Notice No. 2026-01632. PHEA, on behalf of itself and its past and current agents, employees, representatives, attorneys, predecessors, successors, managers, members, officers, successors in interest, insurers, affiliates, indemnitors, assignees, and any person or entity legally claiming through or on behalf of PHEA (collectively, "Releasors"), releases all Proposition 65 claims against ZB IMPORTING, as defined in Section 1.1., and each of their respective past and present parents, equity owners, shareholders, subsidiaries, affiliated entities under common ownership, directors, officers, members, employees, attorneys, insurers, joint ventures, manufacturers, divisions, investors, creditors, guarantors, agents, representatives, independent contractors, indemnitors, and each entity to whom ZB IMPORTING directly or indirectly distributes, purchases, offers to purchase, offers for sale, or sells the Covered Products, including their upstream and downstream distributors, wholesalers, customers, retailers, franchisees, cooperative members, and licensees or licensors, and the other entities named in the Notice (collectively, "Releasees"), based on the failure or alleged failure to warn about lead exposures from Covered Products, as alleged in the Notice.

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 persons or entities legally claiming through or on behalf of PHEA, 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 persons or entities legally claiming through or on behalf of PHEA, expressly waives and relinquishes any and all rights and benefits that it may have under, or that may be conferred upon it by, 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 PHEA may lawfully waive such rights or benefits pertaining to the released matters. The Parties agree that a Releasee's compliance with the terms of this Settlement Agreement shall constitute compliance, as between PHEA and that Releasee, with Proposition 65 solely with respect to alleged lead exposures from the Covered Products during the period governed by this Settlement Agreement. Nothing in this Settlement Agreement determines compliance concerning any other chemical, product, exposure, or statutory obligation.

4.3 ZB IMPORTING's Release of PHEA

ZB IMPORTING, 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, ZB IMPORTING, 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 title 11 of the California Code of Regulations, 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 ZB IMPORTING is in material compliance with the terms of this Settlement Agreement.

5. 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. Any action arising from or relating to this Settlement Agreement shall be brought in a state court of competent jurisdiction in Los Angeles County, California. 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 ZB IMPORTING shall have no further obligations pursuant to this Settlement Agreement.

6. 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.*

7. 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 ZB IMPORTING:**
Davar Danialpour, Esq. CORNERSTONE LAW FIRM, P.C. 357 S. Robertson Blvd. FL 2 Beverly Hills, CA 90211 david@davarlaw.com	Thomas G. Gardiner, Esq.; Hamza Jaka, Esq. GARDINER KOCH WEISBERG & WRONA 121 West Wacker Drive, Suite 3600 Chicago, Illinois 60601 tgardiner@gkwwlaw.com; hjaka@gkwwlaw.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 Settlement 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.

SIGNATURES ON FOLLOWING PAGE

AGREED TO:

PUBLIC HEALTH ENFORCEMENT ADVOCATES, LLC
Date: 10/22/2026
Name: Roya Mohseni
Title: CEO

Signature: _____
Public Health Enforcement Advocates, LLC

AGREED TO:

GLOBAL MARKET FOODS, LLC on behalf of itself and ZB IMPORTING, LLC and ZIYAD BROTHERS IMPORTING, LLC

Date: 10 / 20 / 2026
Name: Christian Lahti
Title: COO

Signature: _____
Global Market Foods, ZB Importing, LLC, and Ziyad Brothers Importing, LLC

Dropbox Sign

Audit trail

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SIGNED	**10 / 20 / 2026** 05:12:57 UTC	Signed by Christian Lahti (chris.lahti@gmfoods.com) IP: 174.197.65.86
COMPLETED	**10 / 20 / 2026** 05:12:57 UTC	The document has been completed.