

SETTLEMENT AND RELEASE AGREEMENT

1. **INTRODUCTION**

1.1. **Berj Parseghian and Target Corporation:**

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 Target Corporation (“Target”), on the other hand, with Parseghian and Target collectively referred to as the “Parties.”

1.2. **General Allegations**

Parseghian alleges that Target offered for sale in the State of California certain products, specified in Section 1.3 below, containing lead and that such sales have not included warnings pursuant to the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health & Safety Code sections 25249.6 *et seq.* (“Proposition 65”). California has identified and listed lead under Proposition 65 as a chemical known to the State of California to cause cancer, birth defects or other reproductive harm. Target denies the allegations.

1.3. **Product Description**

The products covered by this Settlement Agreement are defined as “Natreve – Stress Less – Dietary Supplement – Raspberry Lavender; UPC #: 6 28831 30000 9” and “Natreve – MOO LESS – Animal-Free Whey Protein – Cookies and Cream Flavor; UPC #: 6 28831 88890 3”, which Target has sold in California. All such items shall be referred to herein as the “Covered Product.”

1.4. **Notice of Violation**

On July 6, 2023, Parseghian served Target, 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 Target and such public enforcers with notice that Target 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’ 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 Target’s compliance with Proposition 65. Specifically, Target denies the allegations contained in Parseghian’s Notice and maintains that all products that it has placed for sale in California, including the Covered Product, have been and are in compliance with Proposition 65 or any other statutory, regulatory, common law or equitable doctrine. Nothing in this Settlement Agreement shall be construed as an admission by Target of any fact, finding, issue of law, or violation of law. However, nothing in this section shall diminish or otherwise affect the obligations, responsibilities, and duties of Target 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.

2. **INJUNCTIVE RELIEF:**

Beginning on the Effective Date, Target agrees to discontinue purchasing or selling the Covered Product in the State of California.

The injunctive relief in Section 2 does not apply to any Covered Product that has left the possession, and is no longer under the control of Target prior to the Effective Date and all claims as to such Covered Products are released in this Settlement Agreement.

3. CONSIDERATION

In settlement of 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, Target shall pay \$20,000.00 (“Payment”) as settlement and for fees and costs, incurred as a result of the claims referred to in this Settlement Agreement.

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

In settlement of all the claims referred to in this Settlement Agreement, \$1,500.00 of the Payment 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. \$1,125.00) of the funds remitted to the California Office of Environmental Health Hazard Assessment (“OEHHA”) and the remaining 25% (i.e. \$375.00) of the penalty remitted to Parseghian.

5. REIMBURSEMENT OF FEES AND COSTS

In settlement of the claims referred to in this Settlement Agreement, \$18,500.00 of the Payment shall be considered reimbursement of Parseghian’s attorneys’ fees, expert and investigation fees, and related costs associated with the claims referred to in this Settlement Agreement.

6. PAYMENT INFORMATION

Target shall mail these portions of the Payment within ten (10) business days following the Effective Date, at which time such portions shall be mailed to the following addresses respectively:

The portion owed to Plaintiff and for attorneys' fees, shall be delivered to the following payment address:

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

The portion owed to OEHHA shall be delivered directly to OEHHA at the following addresses:

For United States Postal Delivery:

Mike Gyurics
Senior Accounting Officer -- MS 19-B
Office of Environmental Health Hazard Assessment
P.O. Box 4010
Sacramento, CA. 95812-0410

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

7. COVERED CLAIMS & RELEASE

This Settlement Agreement is a full, final and binding resolution between Parseghian, on behalf of himself, and Target, of any violation of Proposition 65 that was or could have been asserted by Parseghian or on behalf of his past and current agents, representatives, attorneys, successors, and/or assigns ("Releasers") for any claim or allegation associated with the Notice,

including but not limited to any alleged failure to provide warnings for alleged exposures to lead from the Covered Product, and Releasers hereby release any such claims against Target and its parents, subsidiaries, affiliated entities that are under common ownership, directors, officers, employees, agents, shareholders, successors, assigns, and attorneys (“Releasees”), all entities to which Target directly or indirectly sells the Covered Product, including but not limited to customers, franchisees, licensors and licensees (“Affiliated Releasees”), from any and all claims relating to the Notice, and for any violation of Proposition 65 based on Target’s failure to warn about alleged exposure to lead contained in the Covered Product, through the Effective 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 him 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. 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 is repealed or is otherwise rendered inapplicable by reason of law generally, or as to the Covered Product, then Target shall have no further obligations pursuant to this Settlement Agreement.

9. 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 Target: Jeffrey Margulies
Lauren Shoor
Norton Rose Fulbright US LLP
555 South Flower Street, Forty-First Floor
Los Angeles, CA 90071

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.

10. COUNTERPARTS; FACSIMILE/E-SIGNATURES

This Agreement may be executed in counterparts, and if so executed and delivered, all of the counterparts together shall constitute one and the same Agreement. A facsimile or image scan of a signature shall be binding against the Party whose signature appears on the facsimile or image scan, provided such facsimile or image scan is delivered by the Party whose signature appears on the facsimile or image scan. The Parties expressly agree that this Agreement may be executed via electronic signatures, including but not limited to electronic signatures effectuated via DocuSign or PDF, and such electronic signatures are binding and have the same force and effect as wet signatures.

11. 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.

12. MODIFICATION

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

13. 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.

14. 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.

[SIGNATURE PAGE TO FOLLOW]

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

Executed on 1/19/2024, at Pasadena, California.

DocuSigned by:
BERJ PARSEGHIAN

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Berj Parseghian

Executed on 1/19/2024, at Edina, MN.

Target Corporation

Jake Vandelist

By: Jake Vandelist

Its: Director Counsel