

SETTLEMENT AGREEMENT AND RELEASE

1. INTRODUCTION

1.1 Parties

This Settlement Agreement and Release ("Settlement Agreement" or "Agreement") is entered into by and between CalSafe Research Center, Inc. ("CRC"), on the one hand, and Vitamin Shoppe Industries, LLC ("VSI") and The Vitamin Shoppe, LLC ("TVS Buyer"), as successor to VSI's business ("Vitamin Shoppe") on the other hand, with CRC, VSI and TVS Buyer each individually referred to as a "Party" and collectively as the "Parties". For purposes of certain obligations described herein, CRC's counsel is also bound by this Agreement.

1.2 General Allegations

CRC alleges that VSI sells and/or distributes in California certain products, specified in Section 1.3 below, containing lead without a warning as required by Health and Safety Code §§ 25249.5 *et seq.* ("Proposition 65"). Lead is listed pursuant to Proposition 65 as a chemical known to cause cancer and birth defects or other reproductive harm. VSI denies these allegations. CRC and VSI have investigated CRC's allegations and VSI's potential defenses, and informally exchanged related information, in order to explore a potential resolution. It is now the intention of the Parties and the objective of this Settlement Agreement to avoid the costs of trial and to fully and finally resolve any and all claims and causes of action specifically related to the Products identified in Section 1.3 and the Notices of Violation described in Section 1.4, whether arising before or after the Effective Date.

1.3 Product Descriptions

The products covered by this Settlement Agreement are defined as, and expressly limited to "Vitamin Shoppe PLNT, Organic Sea Moss (UPC# 766536043385)", "Optimum Nutrition, Platinum Igniter Berry Lemon Blast (UPC# 748927069327)", "Atlantic Naturals, Sea Moss Superfood Powder Vanilla (UPC# 860007475313)" and "Ambrosia, Planta Plant Protein Peanut Butter Banana (UPC# 850012749394)" (the "Products") that allegedly contain lead and that are manufactured, sold or distributed for sale in California by Vitamin Shoppe.

1.4 Notices of Violation

On November 15, 2024 (NOV ID 2024-04807) and November 22, 2024 (NOV ID 2024-04943, 2024-04946, 2024-04948) CRC served 60-Day Notices of Violation (collectively "the Notice") on VSI, the California Attorney General and the other requisite public enforcers, alleging that VSI and others violated Proposition 65 when they failed to warn consumers in California of the alleged exposures to lead from the Products.

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

1.5 No Admission

VSI denies the material, factual and legal allegations in the Notice and maintains that all of the products it sold and/or distributed for sale in California, including the Products, have been, and are, in compliance with all laws. Nothing in this Settlement Agreement shall be construed as an admission by VSI or any of its officers, directors, shareholders, employees, agents, parent companies, subsidiaries, divisions, affiliates, franchisees, licensees, 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 VSI or any of its officers, directors, shareholders, employees, agents, parent companies, subsidiaries, divisions, affiliates, franchisees, licensees, customers, suppliers, distributors, wholesalers, or retailers of any fact, finding, conclusion, issue of law or violation of law, such being specifically denied by VSI. This Section shall not, however, diminish or otherwise affect VSI's or TVS Buyer'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 fully executed.

2. INJUNCTIVE RELIEF

2.1 Clear and Reasonable Warnings

Beginning six months from the Effective Date, Vitamin Shoppe and TVS Buyer 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, Products that expose a person to an exposure level of more than 0.5 micrograms of lead per serving, with serving size measured by the serving size specified on the label of the Products, 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 the Products into California for sale in California or to sell the Products to a distributor that Vitamin Shoppe or TVS Buyer knows or has reason to know will sell the Products in California.

2.2 General Warning Requirements

Each of Vitamin Shoppe and TVS Buyer 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 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* Product the warning applies, so as to minimize the risk of consumer confusion.

For the purposes of this Settlement Agreement, a clear and reasonable warning for the Products shall consist of a warning affixed to the packaging, label, shelf tag, or directly to each of the Products sold or distributed in California by Vitamin Shoppe that contains one of the following statements:

- 1) **WARNING:** Consuming 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/food.

Vitamin Shoppe may, at its option, use the words "CA WARNING:" or "CALIFORNIA WARNING:" instead of the word "WARNING:".

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

or

WARNING: Can expose you to lead, a carcinogen and reproductive toxicant. See

www.P65Warnings.ca.gov/food.

Vitamin Shoppe may, at its option, use the words “**CA WARNING:**” or “**CALIFORNIA WARNING:**” instead of the word “**WARNING:**”.

The warning shall be offset in a box with black outline.

For internet purchases, the warning must also be provided by including either the warning or a clearly marked hyperlink using the word “**WARNING**” or “**CA WARNING**” or “**CALIFORNIA WARNING**” on the Product display page, or by otherwise prominently displaying the warning to the purchaser prior to completing the purchase.

For Products that Vitamin Shoppe provides for a downstream entity to sell on the internet, Vitamin Shoppe shall include an instruction that the entity comply with the warning requirements of this section.

Where a consumer product sign, label or shelf tag used to provide a warning includes consumer information in language(s) other than English, the warning must also be provided in the other language(s) in addition to English.

(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 warning text and/or methods of transmission different than those set forth above, Vitamin Shoppe shall be entitled to use, at its discretion, such other warning text and/or method of transmission without being deemed in breach of this Settlement Agreement. If regulations or legislation are enacted or issued providing that a Proposition 65 warning for the Products is no longer required, a lack of warning will not thereafter be a breach of this Settlement Agreement.

2.3 Grace Period for Existing Inventory of Products

The injunctive requirements of Section 2 shall not apply to Products that is already in the stream of commerce as of the Effective Date, which Products is expressly subject to the releases provided in Section 4.1.

3. MONETARY SETTLEMENT TERMS

3.1 Total Settlement Payment

In full satisfaction of all potential civil penalties, attorneys’ fees, and costs, VSI shall make a total settlement payment of Fifty Thousand Dollars **(\$50,000.00)** (“Total Settlement Amount”). The Total Settlement Amount shall be apportioned into a Civil Penalty and Attorney’s Fees and Costs as set forth in Sections 3.2 and 3.3 below.

3.2 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, VSI agrees to pay Five Thousand Dollars **(\$5,000.00)** 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 CRC. Within ten (10) days of the Effective Date, VSI shall issue a check to “OEHHA” in the

amount of Three Thousand Seven Hundred and Fifty Dollars **(\$3,750.00)** and shall, pursuant to the instructions below, wire to CRC the amount of One Thousand Two Hundred and Fifty Dollars **(\$1,250.00)**.

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

For United States Postal Delivery Service:

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:

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

All penalty payments owed to CRC shall be sent via wire to:

Wire Instructions:

Account Name: The Law Offices of Joseph R. Manning
Bank Name: J.P. Morgan Chase Bank, N.A.
Bank Address: 2967 Michelson Dr, Ste A, Irvine, CA 92612
Wire Routing / ABA Number: 021000021
Swift Code: CHASUS33
Account Number: 579068902

For further benefit of: Civil Penalty Payment File No. P65-1055

3.3 Attorney Fees and Costs

The Parties reached an accord on the compensation due to CRC and its counsel under the private attorney general doctrine and principles of contract law. Under these legal principles, within ten (10) days of the Effective Date, VSI agrees to pay Forty-Five Thousand Dollars **(\$45,000.00)** to CRC and its counsel for all fees and costs incurred in investigating, bringing this matter to the attention of VSI, and negotiating a settlement.

The payment shall be sent via wire to:

Wire Instructions:

Account Name: The Law Offices of Joseph R. Manning
Bank Name: J.P. Morgan Chase Bank, N.A.
Bank Address: 2967 Michelson Dr, Ste A, Irvine, CA 92612
Wire Routing / ABA Number: 021000021
Swift Code: CHASUS33

Account Number: 579068902

For further benefit of: Attorney's Fees and Costs File No. P65-1055

3.4 Tax Documentation

VSI agrees to provide a completed IRS 1099 form for its payments to, and CRC and Manning Law agree to provide IRS W-9 forms for each of the payees under this Settlement Agreement. The Parties acknowledge that Vitamin Shoppe cannot issue any settlement payments pursuant to Section 3 above until after Vitamin Shoppe receives the requisite W-9 forms from CRC's counsel.

4. CLAIMS COVERED AND RELEASED

4.1 CRC's Release of Vitamin Shoppe and TVS Buyer

CRC, acting on its own behalf and not on behalf of the public, its agents, attorneys, legal representatives, partners, heirs, executors and administrators ("CRC Releasers"), for and in consideration of the promises and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby voluntarily, knowingly and unconditionally and fully releases and forever discharges VSI, Vitamin Shoppe, TVS Buyer and each of their and their respective officers, directors, shareholders, employees, agents, parent companies, subsidiaries, divisions, affiliates, franchisees, licensees, customers, suppliers, distributors (the "Vitamin Shoppe and TVS Buyer Releasees") and all entities to which Vitamin Shoppe and TVS Buyer Releasees directly or indirectly distribute or sell the Product, and any other distributors, wholesalers, customers, retailers, franchisees, licensors, and licensees, (collectively, the "Released Parties" and individually, a "Released Party"). CRC, on behalf of itself and its officers, directors, shareholders, employees, agents, parent companies, subsidiaries and divisions hereby fully releases and discharges the Released Parties from any and all claims, actions, causes of action, suits, demands, liabilities, damages, penalties, fees, costs, and expenses asserted, or that could have been asserted based on or related to the handling, use, sale, distribution or consumption of the Product in California, as to any alleged violation of Proposition 65 or its implementing regulations in relation to the Products, including without limitation any failure to provide Proposition 65 warnings on the Products with respect to exposures to lead (collectively, the "Released Claims"). Additionally, if any court assumes jurisdiction of any complaint against the Released Parties on behalf of any class of which CRC may be a member, CRC agrees not to seek monetary recovery or participate in any representative capacity in any proceeding that is based on the Notices or Products identified in this Agreement.. CRC's releasers hereby acknowledge and agree that, except as expressly set forth in this Agreement, the Released Parties have no other liabilities or obligations, of any kind or nature, owed to CRC Releasers, in connection with or relating to the Released Claims or otherwise. Nothing in this Agreement shall be construed to release or waive any claims unrelated to the Products and Notices of Violation expressly identified in this Agreement.

4.2 California Civil Code Section 1542

It is possible that other claims not known to the Parties, arising out of the Notice or relating to the Products, will develop or be discovered. CRC on behalf of itself, its agents, attorneys, legal representatives, partners, heirs, executors and administrators acknowledge that this Settlement Agreement is expressly intended to cover and include all such claims up through and including the Effective Date, including all rights of action therefore. CRC acknowledges that the claims released in Sections 4.1 2 above 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.

CRC acknowledges that it may hereafter discover facts different from, or in addition to, those which it now believes to be true with respect to the Released Claims above. On CRC's own behalf and on behalf of all of CRC Releasers, CRC acknowledges that the release provided herein includes unknown claims arising from the Notices and Products identified in this Agreement, and expressly waives the provisions of Civil Code § 1542 solely as to such Released Claims. By executing this Agreement, CRC acknowledges the following: (a) CRC is represented by counsel of its own choosing; (b) CRC has read and fully understand the provisions of California Civil Code § 1542; and (c) CRC has been specifically advised by its counsel of the consequences of the above waiver and this Agreement generally.

5. REPRESENTATIONS AND WARRANTIES BY CRC

The following representations are made solely with respect to the Products identified in Section 1.3 and the Notices of Violation referenced in Section 1.4, and do not apply to any other products, claims or legal matters. CRC represents and warrants that it and its agents: (a) have not previously assigned or transferred any claim, cause of action, demand or debt being released herein to any other person or entity; (b) are not aware of, nor have been informed of, and will not voluntarily provide assistance to any other plaintiff, class member, or attorney in any claim, action, or proceeding involving the Products and Notices of Violation described in this Agreement; provided, however, that nothing herein shall prevent CRC from complying with any lawful obligation, subpoena, or request by a court or public enforcement agency; (c) are not presently aware of and will not voluntarily initiate or assist in any other claims, suits, or disputes concerning the Products identified in Section 1.3, as they relate to alleged exposures to lead and the Notices of Violation identified in Section 1.4; (d) will not solicit or affirmatively encourage any other person to assert a Proposition 65 claim involving the Products and Notices of Violation covered by this Agreement; (e) will not affirmatively seek out individuals to assert claims involving the Products and Notices of Violation identified in this Agreement; (f) have not and will not initiate or participate in any new lawsuit, complaint, or enforcement proceeding based on the Released Claims as defined in Section 4.1 of this Agreement.

6. REPRESENTATIONS AND WARRANTIES BY CRC COUNSEL

The following representations and warranties are made solely in connection with the Products identified in Section 1.3 and the Notices of Violation identified in Section 1.4, and do not apply to any unrelated matters or products. CRC Counsel represent and warrant, on behalf of themselves and all others working on their behalf, that they do not currently represent any other individual in connection with claims related to the Products and Notices of Violation identified in this Agreement. CRC Counsel further represent that they have no present intention to initiate any legal action based on Proposition 65 claims involving the Products and Notices of Violation addressed in this Agreement; CRC Counsel are not aware of any other individual or attorney who currently intends to bring a Proposition 65 claim involving the Products and Notices of Violation identified in this Agreement; and that they are not presently contemplating public advertising or client solicitation specifically related to the Products and Notices of Violation addressed herein. Nothing in this Section shall be construed to prohibit CRC Counsel from lawfully practicing law, representing clients in unrelated matters, conducting independent investigations

into other products or conduct, or responding to legal obligations including subpoenas, court orders, or government agency inquiry.

7. SEVERABILITY

In the event that any of the provisions of this Settlement Agreement are held by a court of competent jurisdiction to be unenforceable, the validity of the remaining enforceable provisions shall not be adversely affected.

8. 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 principals.

9. NOTICE

When any Party is entitled to receive any notice under this Settlement Agreement, the notice shall be sent by first class mail or electronic mail to the address set forth in this paragraph. Any Party may modify the person and address to whom the notice is to be sent by sending the other Party notice by certified mail, return receipt requested. Said change shall take effect on the date the return receipt is signed by the Party receiving the change.

Notices shall be sent to:

For CRC

Joseph R. Manning, Jr.
Manning Law, APC
26100 Towne Center Drive
Foothill Ranch, CA 92610
Tel: Office (949) 200-8757 Fax: (866) 843-8309
p65@manninglawoffice.com

For VSI:

c/o Franchise Group, Inc.
109 Innovation Court, Suite J
Delaware, Ohio 43015
Attention: Tiffany McMillan-McWaters
Email: tmcwaters@franchisegrp.com

with a copy (which shall not constitute effective Notice) to:

Kirkland & Ellis LLP
601 Lexington Avenue
New York, NY 10022
Attention: Shawn OHargan, P.C.; Joshua A. Sussberg, P.C.; Nicole L. Greenblatt, P.C.;
Keli Huang; and Derek I. Hunter
Email:
shawn.ohargan@kirkland.com; jsussberg@kirkland.com; ngreenblatt@kirkland.com; kel
i.huang@kirkland.com; and derek.hunter@kirkland.com

For TVS Buyer:

c/o Kingswood Capital Management, L.P.
 11812 San Vincente Blvd., Suite 604
 Los Angeles, California 90049
 Attention: Alex Wolf, Michael Niegsch, and Clayton Lechleiter
 Email: awolf@kingswood-capital.com; mniegsch@kingswood-capital.com; and
 clechleiter@kingswood-capital.com

with a copy (which shall not constitute effective Notice) to:

McDermott Will & Emery LLP
 333 SE 2nd Avenue, Suite 4500
 Miami, Florida 33131
 Attention: Frederic Levenson, Michael Hacker, and Jay Kapp
 Email: flevenson@mwe.com; mhacker@mwe.com; and jkapp@mwe.com

10. 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. Signatures by scanned and emailed image or facsimile transmission shall have the same force and effect as original signature and as an electronic record adopted and executed by a Party with the intent to sign the electronic record pursuant to Civil Code §§ 1633.1 *et seq.*

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

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

12. MODIFICATION

The Settlement Agreement may be modified only by written agreement of the Parties.

13. ENTIRE AGREEMENT

This Settlement Agreement contains the sole and entire agreement and understanding of the Parties and any and all prior negotiations and understandings related hereto shall be deemed to have been merged within it. No representations or terms of agreement other than those contained herein exist or have been made by any Party with respect to the other Party or the subject matter hereof. No representations, oral or otherwise, express or implied, other than those specifically referred to in this Settlement Agreement have been made by, or relied on, any Party.

14. 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 and/or their counsel prepared or drafted any portion of this Settlement Agreement. The Parties waive the provisions of Civil Code § 1654. It is conclusively presumed that the Parties participated equally in the drafting of this Settlement 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.

AGREED TO:

Date: _____

By: _____

CalSafe Research Center, Inc.

AGREED TO:

Date: _____

By: _____

Vitamin Shoppe Industries, LLC

AGREED TO:

Date: _____

By: _____

Manning Law, APC

AGREED TO:

Date: August 12, 2025



By: _____

The Vitamin Shoppe, LLC

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.

AGREED TO:

Date: 8/12/2025

By:  Signed by: 4D7E7F1FE86247B...

CalSafe Research Center, Inc.

AGREED TO:

Date:  Signed by: 913FEB05E8CD4CC...

By: Andrew Kaminsky

Vitamin Shoppe Industries, LLC

AGREED TO:

Date: 8/13/2025

By:  Signed by: ABFCFC7A797E4F4...

Manning Law, APC

AGREED TO:

Date: _____

By: _____ The

Vitamin Shoppe, LLC