

SETTLEMENT AGREEMENT

1. INTRODUCTION

1.1 Parties

This Settlement Agreement is entered into by and between CalSafe Research Center, Inc. ("CRC"), on the one hand, and Premier Research Labs, LP ("Premier") and Quantum Nutrition Labs, LP ("Quantum") (collectively the "Companies") on the other hand, with CRC and Premier and Quantum each individually referred to as a "Party" and collectively as the "Parties."

1.2 General Allegations

CRC alleges that the Companies sell and/or distribute in California certain products, specified in Section 1.3 below, containing lead without a sufficient 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. The Companies deny these allegations and believe the methods of warning provided are sufficient warning as required by Proposition 65.

1.3 Product Descriptions

The products covered by this Settlement Agreement are defined as, and expressly limited to "Premier Research Labs, Premier Plant Powder (UPC# 807735009601)" and "Quantum Nutrition Labs, Quantum Fermented Turmeric/Ginger (UPC# 807735129019)" (the "Product" or "Products") that are manufactured, sold or distributed for sale in California by Premier and Quantum respectively.

1.4 Notice of Violation

On March 21, 2025, CRC served a 60-Day Notice of Violation on Premier, and on July 3, 2025, CRC served a separate 60-Day Notice of Violation on Quantum (together, the "Notices"), each of which was also served on the California Attorney General and the other requisite public enforcers, alleging that the Companies and others violated Proposition 65 by failing to warn consumers in California of alleged exposures to lead from the Products.

To the best of the Parties' knowledge, no public enforcer has commenced nor is diligently prosecuting an action to enforce the violations alleged in the Notices.

1.5 No Admission

The Companies deny the material, factual, and legal allegations in the Notices and maintain that all products they sold and/or distributed for sale in California, including the Products, have been and remain in compliance with Proposition 65. Nothing in this Settlement Agreement shall be construed as an admission by the Companies or any of their 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. Likewise, compliance with this Settlement Agreement shall not constitute or be construed as such an admission, all of which are expressly denied by the Companies. This Section shall not, however, diminish or otherwise affect the Companies' obligations, responsibilities, or 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 on the Effective Date, the Companies 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 the Companies knows or has reason to know will sell the Products in California.

2.2 General Warning Requirements

If the Companies are required to provide a warning pursuant to Section 2.1, the Companies agree 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 shall be provided to California consumers in manner that complies with 27 C.C.R. §25602(a) and which contains one of the following statements::

Option 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.

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

Option 2:

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

Or

Option 3:

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

the Companies 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. The Companies shall use the phrase “cancer and” in the Option 1 and Option 2 warnings or “carcinogen and” in the Option 3 warning (each referred to individually as a “Cancer Phrase”) if the Companies have reason to believe that the daily lead exposure is greater than 15 micrograms of lead or if the Companies have reason to believe that another Proposition 65 chemical is present which may require a cancer warning.

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 the Companies provide for an authorized downstream entity to sell on the internet, the Companies 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.

If CRC alleges that any Products fail to adhere to this Settlement Agreement, then CRC shall inform the Companies of its test results, including information sufficient to permit the Companies to identify the Product at issue and investigate. The Companies shall, within thirty (30) days following such notice, provide CRC with testing information demonstrating the Companies’ compliance with the Settlement Agreement, or proof that omission of the warning was due to the Product being packaged, distributed, shipped or sold prior to the Effective Date. The Parties shall first attempt to resolve the matter prior to CRC taking any further legal action.

(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, the Companies shall be entitled to use, at their 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 Product that is already manufactured, packaged, distributed, shipped or sold as of the Effective Date, which Product 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, the Companies shall make a total settlement payment of Twenty Thousand Dollars (\$20,000.00) (“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 Notices or referred to in this Settlement Agreement, the Companies shall collectively pay a total of Two Thousand Dollars (\$2,000.00) in civil penalties. The penalty payment shall be allocated in accordance with Health and Safety Code §§ 25249.12(c)(1) and (d), with 75% of the penalty amount paid to the California Office of Environmental Health Hazard Assessment ("OEHHA") and the remaining 25% retained by CRC.

Within ten (10) days of the Effective Date, the Companies—whether by one or both acting on their behalf—shall (a) remit to OEHHA One Thousand Five Hundred Dollars (\$1,500.00) by check made payable to "OEHHA," and (b) remit to CRC Five Hundred Dollars (\$500.00) by wire pursuant to the instructions below.

All payments owed to OEHHA (EIN: 68-0284486) pursuant to this Section shall be delivered directly to OEHHA (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. P65-1208/1147

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, the Companies agree to pay Eighteen Thousand Dollars (\$18,000.00) to CRC and its

counsel for all fees and costs incurred in investigating, bringing this matter to the attention of the Companies, and negotiating a settlement. Such payment may be made by either Company, or by both acting jointly, without affecting the Companies' collective obligation.

The payment shall be made as follows:

- The first installment of Eight Thousand Dollars (\$8,000.00) shall be due within ten (10) days of the Effective Date.
- The second installment of Ten Thousand Dollars (\$10,000.00) shall be due within sixty (60) days of the Effective Date.

If the first installment payment is made on time, then the remaining balance of Ten Thousand Dollars (\$10,000.00) shall be waived and no further payment shall be required.

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. P65-1208/1147

3.4 Tax Documentation

The Companies agree 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 the Companies cannot issue any settlement payments pursuant to Section 3 above until after the Companies receive the requisite W-9 forms from CRC's counsel.

4. CLAIMS COVERED AND RELEASED

4.1 CRC's Release of the Companies

CRC, acting on its own behalf and not on behalf of the public, fully releases and discharges the Companies and its respective officers, directors, shareholders, employees, agents, parent companies, subsidiaries, divisions, affiliates, franchisees, licensees, customers, suppliers, distributors (the "the Companies Releasees") and all entities to which the Companies' 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 Product, including without limitation any failure to provide Proposition 65

warnings on the Products with respect to exposures to lead.

4.2 The Companies' Release of CRC

The Companies on behalf of their past and current agents, representatives, attorneys, successors and assignees hereby waive any and all claims against CRC and its attorneys and other representatives, for any and all actions taken, or statements made by CRC and its attorneys and other representatives, whether in the course of investigating claims, otherwise seeking to enforce Proposition 65 against it in this matter, or with respect to the Products.

4.3 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 only, and the Companies on behalf of themselves only, 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 and the Companies acknowledge that the claims released in Sections 4.1 and 4.2 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.

5. PUBLIC BENEFIT

It is the Companies' understanding that the commitments it has agreed to herein, and actions to be taken by the Companies 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 Companies 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 the Companies' alleged failure to provide a sufficient warning concerning actual or alleged exposure to lead prior to use of the Product it has manufactured, 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 Product addressed in this Settlement Agreement, provided that the Companies are in material compliance with this Settlement Agreement.

6. 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.

7. 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.

8. **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

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

For the Companies

Abhishek Gurnani
Amin Wasserman Gurnani LLP
230 W. Monroe St. Suite 1405
Chicago, IL 60606
Tel: Office (312) 327-3325
agurnani@awglaw.com

9. **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.*

10. **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).

11. **MODIFICATION**

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

12. **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.

13. 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.

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.

AGREED TO:

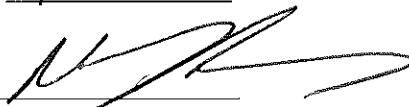
Date: 12/3/2025

By: 
4D7E7F1FE86247B...

CalSafe Research Center, Inc.

AGREED TO:

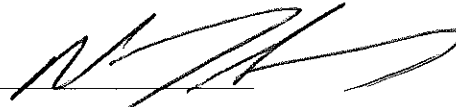
Date: 12-2-2025

By: 

Premier Research Labs, LP

AGREED TO:

Date: 12-2-2025

By: 

Quantum Nutrition Labs, LP