

SETTLEMENT AND RELEASE AGREEMENT

1. INTRODUCTION

1.1 The Parties.

This Settlement and Release Agreement (the “Agreement”) is entered into by and between Center for Consumer Safety (“CCS”), a California Corporation on one hand, and The VanMan Company, LLC (“VanMan”), on the other hand, with CCS and VanMan collectively referred to as the “Parties.” CCS alleges that VanMan is a person in the course of doing business for purposes of the Safe Drinking Water and Toxic Enforcement Act of 1986, Health & Safety Code § 25249.6, et seq. (“Proposition 65”).

1.2 General Allegations.

CCS alleges that VanMan manufactures, sells, and/or distributes for sale in the State of California, teeth cleaning powder products, including VanMan’s Miracle Tooth Powder – Mint Bone, VanMan’s Miracle Tooth Powder – Original Eggshell, and VanMan’s Miracle Tooth Powder Cinna-Bone that contain lead, and that such sales have not included adequate warnings pursuant to the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health & Safety Code sections 25249.6 *et seq.* and its implementing regulations. Lead is listed under Proposition 65 as a chemical known to the State of California to cause cancer and reproductive harm.

1.3 Notice of Violation.

On June 30, 2025, CCS served VanMan, Amazon.com, Inc., and the requisite public enforcement agencies with a 60-Day Notice of Violation, entitled “Notice of Violation of California Health & Safety Code § 25249.6 et. seq.” (“Notice”). No public enforcer has commenced and is diligently prosecuting the allegations set forth in the Notice.

1.4 Product Description.

The products that are covered by this Agreement are VanMan teeth cleaning powder products, including: product(s) identified in the Notice, VanMan’s Miracle Tooth Powder – Mint Bone, VanMan’s Miracle Tooth Powder – Original Eggshell, VanMan’s Miracle Tooth Powder Cinna-Bone, and similar VanMan teeth cleaning powder products manufactured, sold, or distributed by VanMan (“Products”).

1.5 No Admission.

VanMan denies the material, factual, and legal allegations contained in the Notice (including the sufficiency of the Notice). Nothing in this Agreement shall be construed as an admission by VanMan of any fact, finding, conclusion, issue of law, or violation of law, nor shall compliance with this Agreement constitute or be construed as an admission by VanMan of any fact, finding, conclusion, issue of law, or violation of law, such being specifically denied by VanMan.

1.6 Effective Date.

For the purposes of this Agreement, the term “Effective Date” shall mean the date that the Agreement is fully executed.

2. INJUNCTIVE RELIEF

2.1 Clear and Reasonable Warning.

As of the Effective Date, VanMan agrees to provide a Proposition 65-compliant warning on the Products, pursuant to Cal. Code. Regs. Tit. 27, § 25600 *et seq.* This warning shall be required for Products that are offered for sale to consumers by VanMan within the State of California. VanMan shall display the following warning statement on the label or immediate wrapping of the Products:

- (a) **⚠ WARNING: Risk of cancer and reproductive harm from exposure to lead. See www.P65Warnings.ca.gov**

OR

- (b) **⚠ WARNING: Can expose you to Lead, a carcinogen and reproductive toxicant. See www.P65Warnings.ca.gov**

OR

- (c) **⚠ WARNING: Cancer and Reproductive Harm – www.P65Warnings.ca.gov**

The warning provided in section 2.1(c) above may be used only on Products manufactured or labeled prior to January 1, 2028, regardless of the date of sale.

2.2 E-Commerce.

A Proposition 65-compliant warning shall be posted on VanMan’s website when Products are offered for sale to consumers in California. The requirements of this section shall be satisfied if a clearly marked hyperlink using the word “WARNING” appears on the product display page that links to the warning as it is written in section 2.1 above, or by otherwise prominently displaying the warning to the purchaser prior to completing the purchase.

2.3 Compliance with Warning Regulations.

VanMan shall be deemed to be in compliance with Proposition 65 and this Agreement by complying with warning regulations adopted by the State of California’s Office of Environmental Health Hazard Assessment (“OEHHA”) applicable to the Products and the exposures at issue.

2.4 Grace Period for Existing Inventory of Products.

The injunctive requirements of section 2.1 shall not apply to Products that are already in the

stream of commerce as of the Effective Date.

3. PENALTIES PURSUANT TO HEALTH & SAFETY CODE § 25249.7(b)

In settlement of all Claims (as defined in section 4.1 below), VanMan shall pay a total of \$25,000, of which \$2,500 shall be paid as a Civil Penalty in accordance with this section. The Civil Penalty payment shall be allocated in accordance with California Health & Safety Code §§ 25249.12(c)(1) and (d), with 75% of the Civil Penalty remitted to OEHHA and the remaining 25% of the Civil Penalty remitted to Center for Consumer Safety. The Civil Penalty payment(s) shall be mailed to the addresses identified in section 3.3 below. For all amounts due and owing that are not sent within the payment times set forth below, VanMan shall pay a late Civil Penalty payment fee equal to \$100/day to be allocated in accordance with California Health & Safety Code § 25249.12(c)(1) and (d).

3.1 Civil Penalty.

Within ten (10) business days of the Effective Date, VanMan shall make the Civil Penalty payment to (a) “OEHHA” in the amount of \$1,875 by check; and to (b) Center for Consumer Safety in the amount of \$625 by ACH transfer.

3.2 Reimbursement of Fees and Costs.

The Parties reached an accord on the compensation due to Center for Consumer Safety and its counsel under the general contract principle and the private attorney general doctrine and principles codified at California Code of Civil Procedure § 1021.5, for all work performed through the Effective Date. Under these legal principles, VanMan shall reimburse CCS’s counsel for fees and costs incurred as a result of investigating and bringing this matter to the attention of VanMan, and negotiating a settlement in the public interest. Within ten (10) business days of the Effective Date, VanMan shall make a payment to “Coastal Aegis Law, APC,” in the amount of \$22,500 by ACH transfer.

3.3 Payment Procedures.

Payments shall be delivered as follows:

- (a) All payments owed to Center for Consumer Safety, pursuant to section 3.1 above, and to Coastal Aegis Law, APC pursuant to section 3.2 above, shall be made through a single ACH transfer to the Coastal Aegis Law, APC Client Trust Account pursuant to payment instructions provided separately by Center for Consumer Safety’s counsel (Jordan Trent Jones) following the execution of this Agreement. VanMan’s obligations under sections 3.2 and 3.3 shall be deemed fully satisfied upon successful transmission of the total payment amount to the designated account.
- (b) All payments owed to OEHHA (EIN: 68-0284486), pursuant to section 3.1 above shall be mailed directly to OEHHA (Memo Line “Prop 65 Penalties”) at the applicable following address:

For United States Postal Service Delivery:

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

- (c) Copy of Payments to OEHHA. VanMan agrees to provide CCS's counsel with a copy of the check payable to OEHHA, simultaneously with its penalty payment to CCS, to the address provided in section 3.3, as proof of payment to OEHHA.
- (d) Tax Documentation. VanMan shall provide an IRS 1099 form, and Coastal Aegis Law, APC, shall provide an IRS W-9 form for each payee under this Agreement at the time of execution. The Parties acknowledge that they will cooperate in good faith to extend VanMan's payment deadline as set forth in section 3.1 herein, if CCS's counsel fails to provide the requisite W-9 tax forms to VanMan at the time of execution of the Agreement.

CCS and VanMan acknowledge that no representations have been made by the other regarding the taxability of any payment required pursuant to this Agreement. The Parties hereby acknowledge that they have had the opportunity to seek independent advice regarding the tax consequences of any payment required pursuant to this Agreement and each accept responsibility for satisfaction of their own tax obligation(s) and/or liability(ies).

4. RELEASE OF ALL CLAIMS

4.1 Release of All Claims.

CCS, acting on its own behalf and in the public interest, releases VanMan from all claims for violations of Proposition 65 up through the Effective Date based on exposure to lead from the Products as set forth in the Notice of Violation. Compliance with the terms of this Agreement constitutes compliance with Proposition 65 with respect to exposures to lead from the Products as set forth in the Notice of Violation.

This Agreement is a final and binding resolution of any and all Claims (as defined below) that CCS, collectively or individually, and each of their respective agents, principals, partners, employees and attorneys ("Releasers") have or hereafter may have against VanMan, any parent companies, subsidiaries, affiliates, divisions or subdivisions of VanMan and VanMan's respective directors, officers, employees, agents and attorneys that arise or may arise from actions or omissions committed by VanMan, or by any other person or entity within its chain of distribution, including but not limited to manufacturers, retail sellers, wholesalers, resellers and customers in the manufacture, sale, distribution, or use of the Products ("Releasees"). For purposes of this Agreement, the term "Claims" shall include any and all rights of action, including but not limited to any causes of action or right to institute any proceedings in law or in equity, administrative actions or petitions, on behalf of Releasers in their own right, under Proposition 65 or any other statute or regulation or at common law. The Releasers hereby waive and release any and all Claims that they have, may have or hereafter may have against VanMan's manufacturers, customers, distributors, wholesalers, retail sellers, resellers or any other person who may or did manufacture, sell, resell, distribute, or use the Products, and the successors in interest of each of them, such that the payments made and actions taken in satisfaction of this Agreement shall be the sole relief that Releasers may take from VanMan or such other persons for any of the Claims, asserted on behalf of Releasers in their own right. Without limitation of the

foregoing, this Release expressly includes all Claims against any and all manufacturers, customers, distributors, wholesalers, retail sellers, and resellers, including any other person who may or did manufacture, sell, resell, distribute, or use the Products, and the successors in interest of each of them, and all of these companies or persons are intended to be third-party beneficiaries of this Release. "Retail sellers" released hereunder include Amazon.com, Inc. and its affiliates.

4.2 Release of Unknown Claims.

The Releasors hereby respectively waive and release any and all unknown Claims against VanMan, and acknowledge that they have read and hereby waive the provisions of California Civil Code § 1542, as recited below:

"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."

Releasors understand and acknowledge the significance of this waiver of Section 1542 of the Civil Code is that even if they discover additional claims or causes of action, they will not be able to enforce or prosecute those claims or causes of action. Furthermore, Releasors acknowledge that they intend these consequences even as to claims or causes of action that may exist as of the date of this release but which they do not know exist, and which, if known, would materially affect their decision to execute this release, regardless of whether their lack of knowledge is a result of ignorance, oversight, error, negligence, or any other cause.

4.3 VanMan Release of Center for Consumer Safety.

VanMan, on its own behalf, and on behalf of its past and current agents, representatives, attorneys, successors, and/or assignees, hereby waives any and all claims against Center for Consumer Safety and its attorneys and other representatives, whether in the course of investigating claims, seeking to enforce Proposition 65 against it in this matter, or with respect to the Product.

5. GOVERNING LAW

The terms of this Agreement shall be governed by the law of the State of California. This Agreement is enforceable solely by the Parties hereto.

6. COMMUNICATIONS

Unless otherwise specified herein, all correspondences and notices required to be provided pursuant to this Agreement shall be in writing and sent by electronic email or priority mail as follows:

For The VanMan Company, LLC.:
Jeremy Ogorek
The VanMan Company, LLC
7370 Opportunity Road, Suite P
San Diego, CA 92111
(jeremy@vanman.shop)

For Center for Consumer Safety:
Jordan Trent Jones
Coastal Aegis Law, APC
1041-B Morse Drive
Pacific Grove, CA 93950
(jtjones@coastalaegislaw.com)

With a copy to:

Emily G. Haldeman
Beveridge & Diamond PC
333 Bush Street, Suite 1500
San Francisco, CA 94104
(ehaldeman@bdlaw.com)

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

7. ENTIRE AGREEMENT

This 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 any of the Parties.

8. SEVERABILITY & MODIFICATION

If after execution of this Agreement, any provision of this Agreement is held by a court to be unenforceable, the validity of the remaining provisions shall not be adversely affected.

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

9. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original, but when taken together shall constitute one and the same agreement, with the same effect as if the signatures were placed on one original. This Agreement may be executed by electronic signature.

10. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(f)

CCS agrees to comply with the reporting requirements referenced in Health & Safety Code § 25249.7(f).

11. AUTHORIZATION

Each Party represents that its signatory to this Agreement has 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 of the terms and conditions of the Agreement.

12. DISPUTES

Any disputes regarding the validity, construction, performance or enforcement of this Agreement shall be governed by, construed, adjudicated and determined in accordance with the laws of California in effect at the time of execution of this Agreement, without regard to principles of choice of law. In any such dispute, the prevailing party shall be entitled to collect from the opposing party its reasonable attorneys' fees and costs.

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IN WITNESS WHEREOF, the undersigned have caused this Settlement and Release Agreement to be duly executed, effective as of the Effective Date first set forth above.

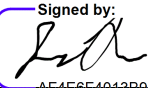
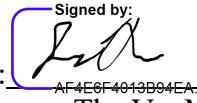
AGREED TO:

AGREED TO:

Date: May 30, 2026

Date: 6/12/2026

By: 
Center for Consumer Safety

Signed by: 
By: 
The VanMan Company, LLC