

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 Laird Superfood, Inc., (“Laird Superfood”), on the other hand, with CCS and Laird Superfood collectively referred to as the “Parties.”

1.2. Covered Product

The product that is covered by this Agreement is defined as “Laird Superfood Functional Mushrooms Hot Chocolate,” AISN: B081FDD412, that Laird Superfood manufactured, sold, or distributed in California (“Covered Product”).

1.3. General Allegations

On July 15, 2025, CCS served Laird Superfood, Inc. a Notice (“Notice”) under Safe Drinking Water and Toxic Enforcement Act of 1986, Health & Safety Code § 25249.6, et seq. (“Proposition 65”). In that Notice, CCS alleges that Laird Superfood manufactures, sells, and/or distributes for sale in the State of California, Covered Product containing Cadmium

, and that such sales have not included adequate warnings pursuant to Proposition 65 and its implementing regulations.

Laird Superfood denies the material, factual, and legal allegations contained in CCS’s Notice. Laird Superfood maintains that all of the Covered Product that it has sold and distributed in California are in compliance with Proposition 65.

The Parties enter into this Settlement Agreement to resolve all Proposition 65 claims concerning the Covered Product set forth in CCS’s Notice, including claims against manufacturers, distributors, customers, retailers, and affiliates.

1.4. Notice of Alleged Violation

On July 15, 2025, CCS served Laird Superfood, Inc., Amazon.com Services, LLC, 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.” No public enforcer has commenced and is diligently prosecuting the allegations set forth in the Notice.

1.5. No Admission

Laird Superfood denies the material, factual, and legal allegations contained in CCS’s Notice. Laird Superfood maintains that all of the Covered Product that it has sold and distributed in California are in compliance with Proposition 65. Nothing in this Agreement shall be construed as an admission by Laird Superfood 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 Laird Superfood of any fact, finding, conclusion, issue of law, or violation of law, such being specifically denied by Laird Superfood.

1.6. Effective Date

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

2. INJUNCTIVE RELIEF: WARNINGS

Commencing 120 days after the Effective Date, Laird Superfood shall not sell, offer for sale, ship for sale or otherwise distribute or allow to be distributed in California any Covered Product, unless the sales and distribution of the Covered Product is in full compliance with California Code of Regulations, Title 27, Article 6, Clear and Reasonable Warning Requirements § 25601-25603 (*see also* “www.P65Warnings.ca.gov.”), or falls within a safe harbor provision of Proposition 65.

Covered Product that are manufactured, packed, or labeled prior to the Effective Date shall be permitted to be sold as previously manufactured, packed, or labeled.

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

3.1 Total Settlement Payment

In full satisfaction of all potential civil penalties, attorneys’ fees, and costs, Laird Superfood shall pay a total of Twenty-Five Thousand Dollars (\$25,000) (“Total Settlement Amount”). The Total Settlement Amount shall be apportioned into a Civil Penalty and Attorneys’ Fees and Costs as set forth in Sections 3.2 and 3.3 below. Other than the payment specified herein, each side is to bear its own attorneys’ fees and costs.

Regardless of apportionment of Civil Penalty and Attorneys’ Fees and Costs as set forth in Sections 3.2 and 3.3 below, the Total Settlement Amount is \$25,000. No other consideration or fees are owed under this Agreement.

3.2 Civil Penalty

In settlement of all claims alleged in the Notice and/or referred to in this Settlement Agreement, Laird Superfood agrees to pay Three Thousand Dollars (\$3,000.00) in civil penalties. The Civil Penalty payment shall be allocated in accordance with California Health & Safety Code §§ 25249.12(c)(1) and (d), with 75% of the Penalty remitted to OEHHA and the remaining 25% of the Penalty remitted to CCS.

Within fifteen (15) business days of the Effective Date, Laird Superfood shall, pursuant to the instructions below, wire to Sentinel Law the civil penalties amount of: (a) Two Thousand Two Hundred and Fifty Dollars (\$2,250), and (b) Seven Hundred and Fifty Dollars (\$750). The Civil Penalty payments shall be delivered via wire or ACH as described in § 3.4 below. Sentinel Law will then distribute the civil penalties in the amount of Two Thousand Two Hundred and Fifty Dollars (\$2,250) to the OEHHA and Seven Hundred and Fifty Dollars to (\$750) to the CCS.

3.3 Attorneys' Fees and Costs

The Parties reached an accord on compensation due to CCS and its counsel under then private attorney general doctrine and principles of contract law. Under these legal principles, within fifteen (15) days of the Effective Date, Laird Superfood shall reimburse Sentinel Law in the amount of Twenty-Two Thousand (\$22,000). This payment shall be delivered via wire or ACH as described in § 3.4 below.

3.4 Payment Procedures

Payments shall be delivered as follows:

- (a) All payments owed to CCS and Sentinel Law pursuant to § 3.2 and § 3.3, respectively shall be wired using the following instructions:

Wire Instructions:

Recipient (Beneficiary) Information

Business Name: Sentinel Law APC

Address: PO Box 82, Bayside CA 95524

Phone/Email: (707) 599-5420 / shannon@sentinellaw.co

Bank Information

Bank Name: Coast Central Credit Union

Bank Address: 1968 Central Ave., Suite 2, McKinleyville, CA 95519

ABA/Routing Number (for domestic wires): [Provided separately]

Account Number: [Provided separately]

Account Type: Business Checking

3.5 Tax Documentation

Laird Superfood shall provide an IRS 1099 form to Sentinel Law and CCS. The IRS 1099 form may be provided in 2026, but no later than January 31, 2026. Sentinel Law agrees to provide IRS W-9 forms for each of the payees under this Agreement. The Parties acknowledge that Laird Superfood cannot issue any settlement payments pursuant to § 3 above (including §§ 3.1, 3.2, and 3.3) until after Laird Superfood received the requisite W-9 forms from CCS' counsel, and until Laird Superfood receives the Account Number and ABA/Routing Number referenced in § 3.4.

4. RELEASE OF ALL CLAIMS

4.1. Release of Laird Superfood, Downstream Customers and Upstream Vendors

CCS, for itself and on behalf of all persons claiming by, through or under it, including without limitation, CCS's past and current heirs, agents, representatives, attorneys, successors, and/or assignees (collectively, the "Releasors"), hereby releases, acquits, and forever discharges (i) Laird Superfood, and its members, owners, officers, insurers, agents, representatives, contractors, affiliates, successors, and assigns and all persons acting by, through, under, or in concert with either of them, explicitly including Amazon; (ii) all

downstream entities engaged in the distribution chain of the Covered Product, including, but not limited to, distributors, wholesalers, vendors, licensors, licensees, auctioneers, retailers, franchisees, dealers, shareholders, cooperative members, customers, owners, purchasers, third-party re-sellers, and users, explicitly including Amazon; and (iii) all employees, agents, representatives, indemnitees, shareholders, officers, directors, members, managers, equity owners, insurers, attorneys, predecessors, successors, and assigns of the entities described in subsections (i), (ii) (the persons and entities described in subparagraphs (i) through (iii) of this Section 4.1 shall be collectively referred to herein as the “Releasees”), of and from any and all claims, demands, obligations, liabilities, indebtedness, breaches of contract, breaches of duty or of any relationship, acts, omissions, misfeasance, malfeasance, causes of action, defenses, offsets, debts, sums of money, accounts, compensation, contracts, controversies, promises, damages, costs, losses and expenses, of every type, kind, nature, description, or character, whether known or unknown, suspected or unsuspected, liquidated or unliquidated, each as though fully set forth herein at length (collectively, “Claims”), that the Releasor now has or may acquire against the Releasees as of the Effective Date in any way arising out of, connected with, or related to the Dispute, the Notice, and/or the Covered Products (each, a “Released Claim” and collectively, the “Released Claims”).

The Parties further understand and agree that this Section 4.1 release shall not extend upstream to any entities that manufactured the Product or any component parts thereof, or any distributors or suppliers who sold the Products or any component parts thereof to Laird.

4.2. Laird Superfood Release of CCS

Laird Superfood, on its own behalf, and on behalf of its past and current agents, representatives, attorneys, successors, an/or assignees, hereby waives any and all claims against CCS 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 Covered Product.

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 Covered Product, will develop or be discovered. CCS on behalf of itself only, and Laird Superfood on behalf of itself 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. CCS and Laird Superfood 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. GOVERNING LAW

The terms of this Agreement shall be governed by the laws in force in the State of California, United States of America, without regard to conflicts of law principles. This Settlement Agreement resolves any issue, now or in the future, with the requirements of Proposition 65 with respect to alleged exposures to Cadmium arising from the Covered Product. 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 Laird Superfood shall have no further obligations pursuant to this Settlement Agreement with respect to, and to the extent that, the Covered Product is so affected.

6. COMMUNICATIONS AND NOTICES

Unless otherwise specified herein, all correspondences and notices required to be provided pursuant to this Agreement shall be in writing and delivered or sent by electronic email and: (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 Laird Superfood, Inc.:
Brent Owen
Haynes and Boone, LLP
675 15th St #1100
Denver, CO 80202
Tel: (972) 762-7300
Fax: (303) 382-6210

Annie Nicholson
Haynes and Boone, LLP
600 Anton Blvd Suite 700
Costa Mesa, CA 92626
Tel: (949) 202-3055
Fax: (949) 202-3001

For Center for Consumer Safety:
Shannon C Wilhite
Sentinel Law APC
PO Box 82
Bayside, CA 95524
Tel: (707) 599-5420

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 representations, oral or otherwise, express or implied, other than those specifically referred to in this Settlement Agreement have been made by any Party hereto. No supplementation, modification, waiver, or termination of this Agreement shall be binding unless executed in writing by the Party to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any of the

other provisions hereof whether or not similar, nor shall such waiver constitute a continuing waiver.

8. SEVERABILITY AND MERGER

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 shall apply to and be binding upon CCS and Laird Superfood, its divisions, subdivisions, and subsidiaries, if any, and the Parties' successors and assigns.

This Settlement Agreement contains the sole and entire agreement 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

9. MODIFICATION

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

10. REPRESENTATIONS BY CCS' COUNSEL

By their execution of this Agreement, except to the extent such agreement may be forbidden by the equivalent of Rule 5.6(b) of the ABA Model Rules of Professional Conduct or any other applicable ethical rules or legal requirements, CCS and its counsel represent and warrant that, to the best of their knowledge, they have not had any communication with any other person who intends to bring a claim against Laird Superfood on any matter. CCS and its counsel further represent and warrant that they are not aware, at the time of their execution of this Agreement, of any other client(s) currently represented by CCS's counsel, or any persons or entities who are currently in the client intake process or have contacted CCS's counsel but have not yet hired them, who have a potential claim against Laird Superfood. In addition, CCS's counsel represents and warrants that they currently do not represent any other person(s) and are not soliciting for any other person(s) with claims against Laird Superfood, and affirm that CCS's counsel does not currently represent any other individual who it knows has claims against Laird Superfood. CCS's counsel agrees and understands that this representation is a material part of the consideration that Laird Superfood receives in exchange for Laird Superfood's execution of this Agreement and its payment of the consideration stated above as attorney's fees.

11. 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, including via DocuSign.

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

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

13. AUTHORIZATION

Each Party represents that its signatory to this Settlement 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 this Settlement Agreement.

14. INTERPRETATION

The Parties, including their counsel, have participated in the preparation of this Settlement Agreement and this Settlement Agreement is the result of the joint efforts of the Parties. This Settlement Agreement was subject to revision and modification by the Parties and has been accepted and approved as to its final form by all Parties and their counsel. Accordingly, any uncertainty or ambiguity existing in this Settlement Agreement shall not be interpreted against any Party because of the manner of the preparation of this Settlement Agreement.

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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:

Date: November 12, 2025

By: 
Center for Consumer Safety

AGREED TO:

Date: November 11, 2025

By: 
DocuSigned by:
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Laird Superfood, Inc.
Anya Hamill
CFO

**AS TO PARAGRAPH 10 ONLY:
SENTINEL LAW**

Date: November 12, 2025

By: 
Shannon Wilhite