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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF CONTRA COSTA

CENTER FOR CONSUMER SAFETY, LLC, a California limited liability company, Plaintiff, v. VOR INC., a Pennsylvania corporation, doing business as "VÖR" and "VÖR FOODS"; and DOES 1–10, Defendants.	Case No.: C26-02468 ASSIGNED FOR ALL PURPOSES TO JUDGE Benjamin T. Reyes II DEPARTMENT 16 **[PROPOSED] STIPULATED CONSENT JUDGMENT**

1. INTRODUCTION

1.1 This Stipulated Consent Judgment ("Consent Judgment") is entered into by and between plaintiff Center for Consumer Safety, LLC ("CCS") and defendant Vor Inc., doing business as "Vör" and "Vör Foods" ("Vör") (each a "Party" and together the "Parties").

1.2 CCS is a California limited liability company that acts in the public interest to reduce consumer exposures to chemicals listed under the Safe Drinking Water and Toxic Enforcement Act of 1986, Health and Safety Code section 25249.5 et seq. ("Proposition 65").

1.3 Vör is a Pennsylvania corporation with its principal place of business at 210 Andrews Road, Trevose, Pennsylvania 19053. For purposes of this Consent Judgment only, Vör is a

"person in the course of doing business" within the meaning of Health and Safety Code section 25249.11.

1.4 Cadmium is listed under Proposition 65 as a chemical known to the State of California to cause reproductive toxicity. The Maximum Allowable Dose Level for cadmium by the oral route is 4.1 micrograms per day. (Cal. Code Regs., tit. 27, § 25805, subd. (b).)

1.5 On September 23, 2025, CCS served a 60-Day Notice of Violation (AG No. 2025-03865) (the "Notice") on Vör, identified in the Notice as "Vör Foods, Inc.," on Amazon.com Services LLC, on the California Attorney General, and on the other public prosecutors entitled to notice. The Notice alleges that the Covered Product defined in Section 2.1 exposes consumers in California to cadmium without a clear and reasonable warning. No public prosecutor has commenced and is diligently prosecuting an action on the allegations in the Notice.

1.6 On July 22, 2026, CCS filed its Complaint in this action (the "Complaint") against Vör, alleging violations of Health and Safety Code section 25249.6 based on the Notice.

1.7 Vör denies the material allegations of the Notice and the Complaint and maintains that it has complied with Proposition 65 at all times. Nothing in this Consent Judgment is an admission by Vör of any fact, finding, conclusion, issue of law or violation of law, and nothing in it shall be construed as such. Nothing in this Consent Judgment diminishes any right, defense or obligation of the Parties in any other proceeding, except as expressly provided in it. Without limiting the foregoing, and subject to Vör's obligations under Section 3, nothing in this Consent Judgment is an admission that any cadmium in the Covered Product is not naturally occurring within the meaning of California Code of Regulations, title 27, section 25501, or waives or limits that exemption in any other proceeding.

1.8 For purposes of this Consent Judgment only, the Parties stipulate that this Court has jurisdiction over the allegations of the Complaint and personal jurisdiction over Vör as to the acts alleged, that venue is proper in the County of Contra Costa, and that this Court has jurisdiction to enter this Consent Judgment as a full and final resolution of all claims that were or could have been raised in the Complaint based on the facts alleged in the Notice and the Complaint.

1.9 Sales of the Covered Product by Vör to purchasers in California during the one-year

period preceding the filing of the Complaint were fewer than 100 units.

2. DEFINITIONS

2.1 "Covered Product" means Vör Sunflower Seed Butter, including the 12-ounce jar sold under Amazon Standard Identification Number B07CGCJJV3, in all sizes and package formats, manufactured, distributed, sold or offered for sale by Vör.

2.2 "Effective Date" means the date on which the Court enters this Consent Judgment.

2.3 "Compliance Date" means the date that is one hundred twenty (120) days after the Effective Date.

2.4 "Daily Cadmium Exposure Level" means the concentration of cadmium in the Covered Product, in micrograms per gram, multiplied by the grams of Covered Product in one serving as stated on the label for the applicable package format, multiplied by one serving per day or, if Vör so elects, by a lower rate of intake, in servings per day, for average users of the Covered Product determined under California Code of Regulations, title 27, section 25821 from published consumption survey data or a documented consumer-use study.

2.5 "Reformulated Covered Product" means a Covered Product for which the Daily Cadmium Exposure Level is no greater than 4.1 micrograms, as demonstrated under Section 3.5.

2.6 "Released Parties" means Vör and its parents, subsidiaries, affiliates, predecessors, successors and assigns, and each of their officers, directors, shareholders, employees and agents; and each distributor, wholesaler, retailer (including Amazon.com Services LLC and its affiliates, and each of their respective officers, directors, employees and agents), and other downstream entity that sold or distributed the Covered Product, subject to Section 5.4. For the avoidance of doubt, the Released Parties include each person and entity named in the Notice as to the exposures alleged therein, including Franklin Steck and Andy Jassy.

3. INJUNCTIVE RELIEF

3.1 Warning or reformulation. Beginning on the Compliance Date, Vör shall not manufacture for sale in California, distribute into California, or sell in California any Covered Product unless (a) the Covered Product is a Reformulated Covered Product, or (b) the Covered Product bears a warning that complies with Sections 3.2 and 3.3.

3.2 Warning content. The warning shall consist of one of the following statements:

(a) "WARNING: Consuming this product can expose you to cadmium, which is known to the State of California to cause birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov/food."

(b) "WARNING: Risk of reproductive harm from exposure to cadmium. See www.P65Warnings.ca.gov/food."

(c) "WARNING: Can expose you to cadmium, a reproductive toxicant. See www.P65Warnings.ca.gov/food."

The word "WARNING" shall appear in capital letters and bold print. Vör may use "CA WARNING" or "CALIFORNIA WARNING" in place of "WARNING." If the Covered Product causes an exposure to another chemical listed under Proposition 65 that requires a warning, the warning may name that chemical as well. Vör may use any warning content or method that is later adopted by regulation as a safe harbor for food exposures, as those regulations may be amended.

3.3 Warning method. The warning shall be printed on or securely affixed to the label of the Covered Product, set off from other surrounding information, and enclosed in a box, in a type size no smaller than the largest type size used for other consumer information on the label and in no case smaller than 6-point type. (Cal. Code Regs., tit. 27, § 25607.1.) The warning shall be displayed with such conspicuousness, as compared with other words, statements, designs or devices on the label, as to render it likely to be read and understood by an ordinary individual under customary conditions of purchase or use. No statement shall accompany the warning that states or implies that the source of the cadmium has an effect on the harm it may cause, or that otherwise diminishes the impact of the warning. Where the label provides consumer information in a language other than English, the warning shall also be provided in that language.

3.4 Internet sales. For any Covered Product that is not a Reformulated Covered Product and that is offered for sale over the internet to purchasers in California, the warning shall also be provided on the product display page, by a clearly marked hyperlink using the word "WARNING" on the product display page, or otherwise prominently displayed to the purchaser before the purchase is completed, in compliance with California Code of Regulations, title 27,

section 25602, subdivision (b). For any sale made through a third-party retailer or online marketplace, Vör shall comply with California Code of Regulations, title 27, section 25600.2, including by giving the retailer or marketplace written notice with the warning content, within thirty (30) days after the Effective Date or before its first sale of the Covered Product for delivery into California, whichever is later. Vör shall not be in breach of this Consent Judgment, and shall not lose the benefit of Sections 3.6 or 5.3, by reason of a third-party retailer's or online marketplace's failure to display a warning on a product display page or at a point of sale that Vör does not control, provided that Vör has given notice that complies with California Code of Regulations, title 27, section 25600.2 and, for any listing on which Vör is the seller of record and the platform permits the seller to supply warning content for the product display page, Vör has supplied that content.

3.5 Reformulated Covered Product. Before selling a Covered Product without a warning as a Reformulated Covered Product, Vör shall test at least three (3) samples, drawn from at least three (3) separate production lots, using inductively coupled plasma mass spectrometry (ICP-MS) with a limit of quantification for cadmium of no more than 0.010 milligrams per kilogram, performed by an independent laboratory accredited by the State of California, a federal agency, or a nationally recognized accrediting organization. Vör shall repeat that testing whenever it changes the recipe of the Covered Product, or the supplier or source of the sunflower seed ingredient, in a manner that could materially affect the cadmium level. If the arithmetic mean of the cadmium concentrations of all samples tested in that round of testing, converted to a Daily Cadmium Exposure Level under Section 2.4, exceeds 4.1 micrograms, or if any single sample so converted exceeds 5.125 micrograms, the Covered Product shall not be sold in California without a warning under Sections 3.2 through 3.4. Vör shall keep the test results for four (4) years and provide copies to CCS within thirty (30) days after a written request, no more than once a year.

3.6 Existing inventory. The obligations of this Section 3, other than Section 3.4, do not apply to any Covered Product that was manufactured or labeled before the Compliance Date and that is sold within twelve (12) months after the Compliance Date.

3.7 Label exemplar. If Vör elects to provide a warning rather than to sell only

Reformulated Covered Product, then within fifteen (15) days after execution of this Consent Judgment by all Parties, Vör shall provide CCS with the label artwork or a mock-up showing the text, appearance and placement of the warning Vör intends to use under this Section 3, for submission to the Court with the motion described in Section 7.

4. MONETARY TERMS

4.1 Total. Vör shall pay a total of twenty-five thousand dollars ($25,000.00) in full settlement of all claims for civil penalties, attorneys' fees and costs alleged or that could have been alleged in the Notice and the Complaint, as set out in Sections 4.2 and 4.3.

4.2 Civil penalty. Vör shall pay a civil penalty of two thousand five hundred dollars ($2,500.00) under Health and Safety Code section 25249.7, subdivision (b), allocated under Health and Safety Code section 25249.12, subdivisions (c)(1) and (d): (a) one thousand eight hundred seventy-five dollars ($1,875.00) (75%) to the Office of Environmental Health Hazard Assessment ("OEHHA"); and (b) six hundred twenty-five dollars ($625.00) (25%) to CCS.

4.3 Attorneys' fees and costs. Vör shall pay twenty-two thousand five hundred dollars ($22,500.00) to Coastal Aegis Law, APC, to reimburse CCS's reasonable attorneys' fees and costs incurred in investigating, bringing and resolving this matter, including negotiating this Consent Judgment and seeking its approval, under Code of Civil Procedure section 1021.5.

4.4 Timing and delivery. Vör shall make all payments under this Section 4 within ten (10) business days after the Effective Date, as follows:

(a) The payments to CCS under Section 4.2(b) and to Coastal Aegis Law, APC under Section 4.3, totaling twenty-three thousand one hundred twenty-five dollars ($23,125.00), shall be made by a single ACH transfer to the Coastal Aegis Law, APC Client Trust Account, under payment instructions that CCS's counsel shall provide separately after execution of this Consent Judgment.

(b) The payment to OEHHA under Section 4.2(a) shall be made by check payable to "Office of Environmental Health Hazard Assessment" (EIN: 68-0284486), with the memo line "Prop 65 Penalties," mailed to: Attn: Fiscal Operations Branch Chief (Mike Gyurics), Office of Environmental Health Hazard Assessment, P.O.

Box 4010, MS #19B, Sacramento, California 95812-4010. Vör shall send CCS's counsel a copy of the check at the same time.

(c) CCS's counsel shall provide Vör with an IRS Form W-9 for each payee at the time of execution. If it does not, the Parties shall cooperate in good faith to extend the payment deadline accordingly.

4.5 Late payment. If any payment is not made when due, CCS shall give Vör written notice of the delinquency, and if Vör does not make the payment within five (5) business days after that notice, the unpaid amount shall bear interest at the rate provided in Code of Civil Procedure section 685.010 until paid in full. The releases in Section 5 shall not take effect until all payments under this Section 4 are received in full.

5. RELEASES

5.1 Release on behalf of the public interest. Upon entry of this Consent Judgment and receipt of all payments under Section 4, CCS, acting on its own behalf and in the public interest under Health and Safety Code section 25249.7, subdivision (d), releases the Released Parties from all claims for violations of Proposition 65 based on exposures to cadmium from Covered Products manufactured, distributed or sold by Vör before the Compliance Date, as alleged in the Notice and the Complaint.

5.2 Release by CCS on its own behalf. CCS, on its own behalf only and not on behalf of the public, also releases the Released Parties from all claims, actions, causes of action, demands, liabilities, damages, penalties, fees and costs, known or unknown, arising under Proposition 65 from exposures to cadmium from Covered Products manufactured, distributed or sold by Vör before the Compliance Date. CCS acknowledges that it may later discover facts in addition to or different from those it now knows or believes to be true, and it waives the benefit of California Civil Code section 1542, which provides:

> "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."

5.3 Future compliance. Compliance with Section 3 of this Consent Judgment constitutes compliance with Proposition 65 with respect to exposures to cadmium from Covered Products manufactured, distributed or sold after the Compliance Date. A Covered Product that is exempt from Section 3 under Section 3.6 and that complies with Section 3.4 shall likewise constitute compliance with Proposition 65 with respect to exposures to cadmium.

5.4 Retailers and marketplaces. The release in Sections 5.1 and 5.2 and the compliance provision in Section 5.3 do not extend to any retailer or online marketplace that, more than thirty (30) days after receiving written notice and warning content from Vör under Section 3.4, sells a Covered Product in California without providing a warning required by this Consent Judgment.

5.5 Release by Vör. Vör, on its own behalf and on behalf of its past and current agents, representatives, attorneys, successors and assigns, releases CCS and its attorneys and other representatives from all claims arising from any actions or statements made or undertaken by CCS and its attorneys and representatives in investigating the Covered Product, and in serving the Notice, prosecuting this action, and negotiating and seeking approval of this Consent Judgment.

5.6 Limits of the releases. Nothing in this Section 5 releases (a) any claim for personal injury, (b) any claim based on a chemical other than cadmium, or on any product other than the Covered Product, or (c) any claim to enforce this Consent Judgment.

6. ENFORCEMENT

6.1 Before bringing any motion or application to enforce this Consent Judgment, a Party shall give the other Party written notice of the alleged violation, with the factual basis for it, and the Parties shall meet and confer in good faith for at least fifteen (15) days in an effort to resolve it.

6.2 Subject to Section 6.1, any Party may, by motion or order to show cause before this Court, enforce the terms of this Consent Judgment. The prevailing Party in any such proceeding may recover its reasonable attorneys' fees and costs. Only the Parties may enforce this Consent Judgment.

7. COURT APPROVAL

7.1 This Consent Judgment is subject to approval by the Court under Health and Safety Code section 25249.7, subdivision (f)(4), and has no force or effect until the Court enters it. Within five (5) days after execution by all Parties, CCS shall report this Consent Judgment to the Attorney General under California Code of Regulations, title 11, section 3003. CCS shall then notice a motion for its approval and serve the motion and all supporting papers on the Attorney General at least forty-five (45) days before the hearing.

7.2 Vör shall support CCS's motion for approval of this Consent Judgment and its entry by the Court, and shall not oppose the motion or file, join or support any opposition to it.

7.3 If the Attorney General objects to or comments on any term of this Consent Judgment, the Parties shall meet and confer in good faith to address the concern. If the Court does not approve this Consent Judgment, the Parties shall meet and confer on whether to modify it to address the Court's concerns and resubmit it. If the Parties do not agree on a modification within sixty (60) days after the Court's ruling, this Consent Judgment shall be void, shall have no force or effect, and shall not be admissible in any proceeding for any purpose, and any payment made under Section 4 shall be returned to Vör within fifteen (15) days.

7.4 While approval of this Consent Judgment is pending, Vör shall not be required to file a responsive pleading to the Complaint. If the Court requires a responsive pleading, Vör's appearance or response shall be without prejudice to the terms of this Consent Judgment.

8. GENERAL PROVISIONS

8.1 Retention of jurisdiction. The Court retains jurisdiction under Code of Civil Procedure section 664.6 to enforce, modify and interpret this Consent Judgment.

8.2 Modification. This Consent Judgment may be modified only by written stipulation of the Parties and order of the Court, or by order of the Court on noticed motion of a Party. Any motion to modify shall be served on the Attorney General.

8.3 Notices. All notices under this Consent Judgment shall be in writing and given by electronic mail and by first-class mail or overnight courier, to CCS at: Jordan Trent Jones, Coastal Aegis Law, APC, 200 Clock Tower Place, Suite D101-E, Carmel, California 93923,

jtjones@coastalaegislaw.com; and to Vör at: Franklin Steck, Chief Executive Officer, Vor Inc., 210 Andrews Road, Trevose, Pennsylvania 19053, Legal@puratos.com, with copies to Pejman Javaheri, Juris Law Group, P.C., 10215 Santa Monica Boulevard, Los Angeles, California 90067, pjavaheri@jurislawgroup.com. A Party may change its notice address, including its email address, by written notice to the other Party.

8.4 Entire agreement. This Consent Judgment contains the entire agreement of the Parties on its subject matter and supersedes all prior discussions, negotiations and agreements, written or oral. There are no other agreements or understandings between the Parties relating to the Notice, the Complaint or the Covered Product.

8.5 Governing law and construction. This Consent Judgment shall be governed by the laws of the State of California. It is the product of negotiation between the Parties and shall not be construed against either Party as its drafter.

8.6 Severability. If any provision of this Consent Judgment, other than Sections 3, 4 and 5, is held unenforceable, the remaining provisions shall not be affected.

8.7 Authority. Each signatory represents that he or she is fully authorized to execute this Consent Judgment on behalf of the Party for which he or she signs and to bind that Party.

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8.8 Counterparts and electronic signatures. This Consent Judgment may be executed in counterparts and by electronic or scanned signature, each of which shall be deemed an original, and all of which together constitute one document.

IT IS SO STIPULATED.

AGREED TO:

Dated: November 17, 2026

CENTER FOR CONSUMER SAFETY, LLC

By: _____
Name: Jillian Kaiser
Title: Legal Counsel

Dated: November 16, 2026

VOR INC.

By: _____
Name: Franklin Steck
Title: Chief Executive Officer

APPROVED AS TO FORM:

Dated: November 17, 2026

COASTAL AEGIS LAW, APC

By: Trent Jones
Jordan Trent Jones
Attorney for Plaintiff
Center for Consumer Safety, LLC

Dated: November 16, 2026

JURIS LAW GROUP, P.C.

By: _____
Pejman Javaheri
Attorney for Defendant Vor Inc.

JUDGMENT

Based on the stipulation of the Parties, the Court's review of the record, and good cause appearing, the Court finds under Health and Safety Code section 25249.7, subdivision (f)(4), that (a) the warning required by this Consent Judgment complies with Proposition 65; (b) the award of attorneys' fees is reasonable and appropriate under California law; (c) the civil penalty is reasonable based on the criteria in Health and Safety Code section 25249.7, subdivision (b)(2); and (d) this Consent Judgment is in the public interest and provides a public benefit, in that it requires Vör, as to any Covered Product sold in California, either to provide a clear and reasonable warning for cadmium that was not provided before the Notice, or to reduce the Daily Cadmium Exposure Level to no more than 4.1 micrograms, below the level that existed before this Consent Judgment.

Judgment is entered in accordance with the terms of this Consent Judgment. IT IS SO ORDERED, ADJUDGED AND DECREED.

Dated: _____

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Hon. Benjamin T. Reyes II
Judge of the Superior Court