

SETTLEMENT AND RELEASE AGREEMENT

1. INTRODUCTION

1.1. Berj Parseghian and Garfield Beach CVS, L.L.C.

This Settlement Agreement is entered into by and between Berj Parseghian ("Parseghian"), represented by his attorneys KJT Law Group, LLP on the one hand, and Garfield Beach CVS, L.L.C. ("CVS"), on the other hand, with Parseghian and CVS collectively referred to as the "Parties."

1.2. General Allegations

Parseghian alleges that CVS distributed and/or offered for sale in the State of California certain products, containing lead and that such sales have not included warnings pursuant to the ~~Safe Drinking Water and Toxic Enforcement Act of 1986, California Health & Safety Code~~ sections 25249.6 *et seq.* ("Proposition 65"). California has listed lead under Proposition 65 as a chemical known to the State of California to cause cancer, birth defects or other reproductive harm.

1.3. Product Description

The products covered by this Settlement Agreement are defined as Natreve – Vegan Protein Powder – Fudge Brownie; UPC #: 6 28831 11009 7 that CVS has sold, offered for sale, manufactured, or distributed in California. All such items shall be referred to herein as the "Covered Product."

1.4. Notice of Violation

On September 29, 2025, Parseghian served CVS and the requisite public enforcement agencies eligible to initiate Proposition 65 actions on behalf of the People of the State of California with documents entitled "60-Day Notice of Violation" ("Notice") that provided CVS

and such public enforcers alleged notice of Parseghian's allegations that the Covered Product violated California Health & Safety Code section 25249.6 ("Proposition 65") concerning alleged exposures to lead. To the best of the Parties' knowledge, no public enforcer has commenced or is diligently prosecuting the allegations set forth in the Notice.

1.5. **No Admission**

The Parties enter into this Settlement Agreement to settle disputed claims between them as set forth herein and in the Notice concerning CVS's compliance with Proposition 65.

Specifically, CVS denies the factual and legal allegations contained in Parseghian's Notice and maintains that all products it has placed for sale and/or distribution in California, including the Covered Product, have been and are in compliance with Proposition 65 and all other statutory, regulatory, common law or equitable doctrine. Nothing in this Settlement Agreement shall be

construed as an admission by CVS of any fact, finding, issue of law, or violation of law; nor shall compliance with this Settlement Agreement constitute or be construed as an admission by CVS of any fact, finding, conclusion, issue of law, or violation of law, such being specifically denied by CVS. However, nothing in this section shall diminish or otherwise affect the obligations, responsibilities, and duties of CVS under this Settlement Agreement.

1.6. **Effective Date**

For purposes of this Settlement Agreement, the term "Effective Date" shall mean the date on which a complete and fully executed copy of this Settlement Agreement is exchanged by the Parties' counsel.

2. INJUNCTIVE RELIEF

Beginning on the Effective Date, CVS agrees to discontinue selling the Covered Product. Any claim as to Covered Products that are no longer under the control or possession of CVS prior to the Effective Date are released in this Settlement Agreement.

3. CONSIDERATION

In settlement of all the claims referred to in this Settlement Agreement, the Parties reached an accord on the total compensation due under Proposition 65, the private attorney general doctrine and principles of contract law. Under these legal principles, CVS shall pay a total of thirty thousand dollars (\$30,000.00) as settlement and for fees, costs, and penalties in fully resolving this matter.

4. PENALTIES PURSUANT TO HEALTH & SAFETY CODE SECTION

25249.7(b)

In settlement of all the claims referred to in this Settlement Agreement, four thousand dollars (\$4,000.00) shall be considered a "civil penalty." The penalty payment will be allocated in accordance with California Health & Safety Code section 25249.12(c)(1) & (d), with 75% (i.e. \$3,000.00) of the funds remitted to the California Office of Environmental Health Hazard Assessment ("OEHHA") and the remaining 25% (i.e. \$1,000.00) of the penalty remitted to Parseghian. CVS shall deliver the penalty payment to Parseghian's counsel. Parseghian's counsel shall be responsible for delivering OEHHA's and Parseghian's portions of any penalty payment made under this Agreement.

5. REIMBURSEMENT OF FEES AND COSTS

In settlement of all the claims referred to in this Settlement Agreement, twenty six thousand dollars (\$26,000.00) shall be considered reimbursement of Parseghian's attorneys' fees,

expert and investigation fees, and related costs associated with this matter and the Notice. The Parties reached an accord on the compensation due to Parseghian and his counsel under the private attorney general doctrine and principles of contract law. Other than this payment, the Parties agree to bear their own fees and costs.

6. PAYMENT INFORMATION

CVS shall mail one full payment for all fees and penalties within ten (10) business days after the Effective Date, at which time such payment shall be mailed to the following address:

**KJT LAW GROUP LLP
230 N. Maryland Avenue, Suite 306
Glendale, CA 91206**

7. RELEASE OF ALL CLAIMS

7.1. Release of CVS, Downstream Customers and Upstream Vendors

Parseghian, on behalf of himself, his past and current agents, representatives, attorneys, successors and/or assignees, fully releases (a) CVS and each of its respective equity owners, parents, subsidiaries, affiliates, sister and related companies, (b) CVS's upstream suppliers and all downstream entities in the stream of commerce including but not limited to distributors, wholesalers, customers, retailers, franchisees, cooperative members, and licensees, and (c) the shareholders, directors, officers, employees, agents, members, managers, equity owners, principals, insurers, accountants, representatives, attorneys, predecessors, successors, assignees, and licensors of any of the entities identified in subsections (a) and (b), above, (the entities identified in subsections (a), (b), and (c), above, are collectively referred to as (collectively, the "Releasees"), for any alleged violations of Proposition 65, or any other alleged violation of

statutory or common law, arising from alleged exposures to lead in relation to the Covered Product manufactured through the Effective Date.

It is possible that other claims not known to the Parties arising out of the facts alleged in the Notice and relating to the Covered Products will develop or be discovered. This Settlement Agreement is expressly intended to cover and include all such claims and Covered Product manufactured up to and through the Effective Date. Parseghian acknowledges that he is familiar with California Civil Code section 1542, which provides 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.

Parseghian, in his capacity, expressly waives and relinquishes any and all rights and benefits which he may have under, or which may be conferred on him by the provisions of California Civil Code section 1542 as well as under any other state or federal statute or common law principle of similar effect, to the fullest extent that it may lawfully waive such rights or benefits pertaining to the released matters.

The Parties understand and agree that the commitments CVS has agreed to herein, and actions to be taken by CVS under this Agreement, would confer a significant benefit to the general public, as set forth in Code of Civil Procedure § 1021.5 and Administrative Code tit. 11, § 3201. As such, it is the intent of the Parties that to the extent any other private party initiates an action alleging a violation of Proposition 65 with respect to CVS's failure to provide a Proposition 65 warning concerning the Covered Product, such private party action would not confer a significant benefit on the general public, provided that CVS is in material compliance with this Agreement.

For Parseghian: Tro Krikorian, Esq.
KJT Law Group, LLP
230 N. Maryland Ave., Suite 306
Glendale, CA 91206

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

Should either Party wish to enforce future alleged violations of this Agreement, it must first provide written notice to the other Party and allow thirty (30) days to expire, during which the other Party is entitled to cure the alleged breach.

10. COUNTERPARTS; FACSIMILE/E-SIGNATURES

This Settlement Agreement may be executed in counterparts and by facsimile or e-signatures, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

11. ENTIRE AGREEMENT

This Settlement 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 either of the Parties.

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

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

13. MODIFICATION

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

14. DRAFTING

No inference, assumption or presumption shall be drawn, and no provision of this Agreement shall be construed against any of the Parties, based upon the fact that one of the Parties and/or one of the Parties' attorneys prepared and/or drafted all or any portion of this Agreement. It is conclusively presumed that the Parties participated equally in the preparation and drafting of this Agreement.

15. CONFIDENTIALITY

The Parties agree that any communications and documents exchanged between the Parties in the context of settlement negotiations pursuant to the Confidentiality Agreement entered between the Parties shall remain confidential and that the terms of the Confidentiality Agreement entered between the Parties survives this Settlement Agreement.

16. 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.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have agreed, accepted, and executed this Agreement on the date written.

04 / 22 / 2026

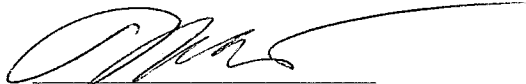
Executed on _____.

Berj Parseghian

Berj Parseghian

Executed on 4/22/26.

Garfield Beach CVS, L.L.C.



By: Thomas S. Moffatt
Its: President