

PROPOSITION 65 SETTLEMENT AGREEMENT

1. INTRODUCTION

1.1 The Parties

This Settlement Agreement (“**Agreement**”) is entered into by and between Charles Jamison, Jr. (Jamison) and Season Brand LLC (“Season Brand”), each individually referred to as a “**Party**” and, collectively, as the “**Parties.**” Jamison is a citizen of the State of California proceeding in the public interest pursuant to California Health & Safety Code § 25249.7(d) to ensure that chemicals known to the State of California to cause cancer, birth defects or other reproductive harm are disclosed in or eliminated from consumer products sold in California, and is not a person in the course of doing business for purposes of California Health & Safety Code § 25249.11(b).

1.2 Consumer Product Description

JAMISON alleges that Season Brand manufactures, imports, sells, and distributes for sale in California sardines and mackerel containing mercury, without providing the health hazard warning that JAMISON alleges is required by California Health & Safety Code § 25249.5 *et seq.* (“**Proposition 65**”). Season Sardines and Mackerel are referred to hereinafter as the “**Covered Products.**” MERCURY is listed pursuant to Proposition 65 as a chemical known to the State of California to cause birth defects or other reproductive harm.

1.3 Notices of Violation

JAMISON alleges that on or about June 3, 2024, JAMISON served Walmart, Inc. (“Walmart”), the California Attorney General, and the requisite public enforcement agencies with a 60-Day Notice of Violation and further alleges that on or about November 3, 2025, JAMISON served a follow-up 60-Day Notice of Violation on Walmart and Season Brand (the product supplier), the California Attorney General, and the requisite public enforcement agencies with (collectively the “**Notices**”) relative to each of the foregoing products, alleging that Walmart and Season Brand violated Proposition 65 by failing to warn their customers and consumers in California that its Products can expose users to mercury. No public enforcer has commenced and is diligently prosecuting an action to enforce the allegations in the Notices.

1.4 No Admission

Season Brand denies the factual and legal allegations contained in the Notices and maintains that all products it has sold or distributed for sale in California, including the Products, have been, and are, in compliance with all laws. Nothing in this Agreement shall constitute or be construed as, nor shall compliance with this Agreement constitute or be construed as, an admission by Season Brand of any fact, finding, conclusion of law, issue of law, or violation of law. This section shall not, however, diminish or otherwise affect Season Brand’s obligations, responsibilities, and duties under this Agreement. Notwithstanding the allegations in the Notices, Season Brand maintains that it has not knowingly manufactured, or caused to be manufactured, the Covered Products for sale in California in violation of

Proposition 65.

1.5 Effective Date

For purposes of this Agreement, “**Effective Date**” shall mean the date this Agreement is fully executed by all Parties.

2. INJUNCTIVE RELIEF: WARNING LABELS

2.1 Clear and Reasonable Warnings

Subject to Section 2.2 hereof, beginning one hundred twenty (120) days after the Effective Date (the “Commencement Date”), for all Covered Products that contain mercury in a concentration exceeding 0.3 micrograms of mercury per single serving of the product, based on the single serving size set out on the package, and which are sold by Season Brand in the State of California or which Season Brand knows or has reason to know will be sold in the State of California, Season Brand shall provide clear and reasonable warnings to customers in California in accordance with the applicable provisions of Proposition 65 as it exists as of the Effective Date, or as it may be amended in the future. For the Covered Products sold to third party retailers, website or e-commerce market place that sell the Covered Products to California, Season Brand shall comply with 27 CCR 25600.2 by providing a warning on the product label or labeling that satisfies Section 25249.6 of the Act, or by complying with all of the provisions of 27 CCR section 25600.2(b), (c), including providing a written notice directly to the authorized agent for the business to which they are selling or transferring the product or to the authorized agent for a retail seller, so long as the business to which they are providing the notice is subject to Section 25249.6 of the Act.

Covered Products that were supplied or contracted to be supplied to third parties prior to the Commencement Date shall be deemed exempted from the requirements of this Section 2 and shall be permitted to be sold through as previously manufactured, packaged and labeled.

Each warning shall be prominently placed with such conspicuousness as compared with words, statements, or designs, as to render it likely to be seen, read, and understood by an ordinary individual under customary conditions before purchase or use and shall be provided in a manner such that it is clearly associated with the specific Covered Product to which the warning applies. Notwithstanding the foregoing, the requirements herein as to placement and conspicuousness shall be deemed satisfied provided that the warning is compliant with the Proposition 65 regulations.

For purposes of this Agreement, the following warnings shall be deemed clear and reasonable:

(a) Warning Content:

Option 1:

⚠ WARNING [or] CA WARNING [or] CALIFORNIA WARNING: Consuming this product can expose you to Mercury, 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.

OR

Option 2:

⚠ WARNING [or] CA WARNING [or] CALIFORNIA WARNING: Consuming this product can expose you to chemicals including Mercury, 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) Short-Form Warning Content: As an alternative to the warning set forth in the preceding subsection (a), Season Brand may, but is not required to, use one of the statutory approved short-form warnings (“Short-Form”).

Option 1:

⚠ WARNING [or] CA WARNING [or] CALIFORNIA WARNING: Can expose you to Mercury, a reproductive toxicant. See P65Warnings.ca.gov/food.

OR

Option 2:

⚠ WARNING [or] CA WARNING [or] CALIFORNIA WARNING: Risk of reproductive harm from exposure to Mercury. See www.P65Warnings.ca.gov/food.

Warnings shall be provided as specified in the Proposition 65 regulations, in effect as of the Effective Date and/or as amended in the future. The warning content may also include additional information, supplemental to the required content, only to the extent the additional information identifies the source of the exposure or directs consumers about how they may avoid or reduce exposure to mercury from the Covered Products.

For purposes of this Agreement, warnings may be provided using one or more of the following methods: (1) a product-specific warning provided on a posted sign, shelf tag, or shelf sign, for the consumer product at each point of display of the product; (2) a product-specific warning provided via any electronic device or process that automatically provides the warning to the purchaser prior to or during the purchase of the consumer product, without requiring the purchaser to seek out the warning (not applicable to internet purchases); (3) a warning on the label that complies with the warning content described above; (4) a Short-Form warning on the label that complies with the Short-Form warning content described above. When the warning is provided on the product label, the entire warning shall be set off from other surrounding information, enclosed in a box and appear in at least 6-point type but no smaller than the largest type size used for other consumer information on the Covered Products.

(c) Foreign Language Requirement.

To the extent that the Proposition 65 regulations continue to require that 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, Season Brand shall comply.

(d) Internet Warnings.

For all covered Products sold via the internet to customers located in California, or sold in or into California by Season Brand, Season Brand shall provide warnings for each Covered Product, both on the product label, in accordance with the Proposition 65 regulations, and on the product display page or such alternative as permitted by the Proposition 65 regulations and such that the consumer does not have to seek out the information being provided. If the warning is provided using the Short-Form content, then the warning provided on the website may use the same content. Where Season Brand sells, ships, or distributes Covered Products to third-party retailers, websites, or e-commerce marketplaces, Season Brand will advise them of the internet warning requirements under this Agreement.

2.2 Sell-Through Period

Notwithstanding anything else in this Agreement, Covered Products that are manufactured, packaged, or put into commerce on or prior to the Commencement Date shall be subject to the release of liability pursuant to this Agreement, without regard to when such Covered Products were, or are in the future, distributed or sold to customers. As a result, the obligations of Season Brand, or any Releasees (if applicable), stated in this Section 2 do not apply to Covered Products manufactured, packaged, or put into commerce on or prior to the Commencement Date.

3. MONETARY SETTLEMENT TERMS

3.1 Civil Penalty

The portion of the settlement attributable to civil penalties shall be allocated according to Health and Safety Code section 25249.12(c)(1) and (d), with seventy-five percent (75%) of the penalty paid to the California Office of Environmental Health Hazard Assessment (“OEHHA”), and the remaining twenty-five percent (25%) of the penalty paid to JAMISON individually. The five thousand dollars (\$5,000) in civil penalties shall be paid as follows:

- One payment of \$3,750 to OEHHA, due ten (10) days after the Effective Date.
- One payment of \$1,250 to JAMISON, due ten (10) days after the Effective date.

Payment owed to JAMISON shall be delivered to the following address:

Gehling Osborn Law Firm
600 4th Street
Suite 900
Sioux City, Iowa 51101

Payment owed to OEHHA (EIN: 68-0284486) shall be delivered directly to OEHHA (Memo Line "Prop 65 Penalties") at the following addresses:

For United States Postal Service Delivery:
Mike Gyurics
Fiscal Operations Branch Chief
Office of Environmental Health Hazard Assessment
P.O. Box 4010
Sacramento, CA 95812-4010

3.2 Reimbursement of Attorneys' Fees and Costs

JAMISON and its counsel offered to resolve the allegations in the Notices without reaching terms on the amount of reimbursement of attorneys' fees and costs. Shortly after the Parties finalized the other material settlement terms, they negotiated and reached an accord on the amount of reimbursement to be paid to JAMISON's counsel, under general contract principles and the private attorney general doctrine, codified at California Code of Civil Procedure § 1021.5, for all work performed through the mutual execution and reporting of this Agreement to the Office of the California Attorney General. Within ten (10) business days of the Effective Date, Season Brand agrees to issue a check in the amount of \$45,000 payable to Gehling Osborn Law Firm for all fees and costs incurred investigating, bringing this matter to Season Brand's attention, negotiating a settlement in the public interest, and reporting its terms to Office of the California Attorney General pursuant to Section 9.

3.3 Payments

Attorney's fee and cost payments payable and due under this Agreement shall be delivered to JAMISON's counsel at following address:

Gehling Osborn Law Firm
600 4th Street
Suite 900
Sioux City, Iowa 51101

4. CLAIMS COVERED AND RELEASED

4.1 JAMISON's Release of Season Brand, Walmart and Downstream Customers and Entities

This Agreement is a full, final and binding resolution between JAMISON, as an individual and *not* on behalf of the public, and Season Brand, of any violation of Proposition 65 that was or could have been asserted by JAMISON on behalf of itself, its past and current agents, representatives, attorneys, successors, and/or assignees, against Season Brand, its parents, subsidiaries, affiliated entities under common ownership including: directors, officers, employees, attorneys, and each entity to whom Season Brand directly or indirectly distributes or sells Products, including, but not limited to, downstream distributors, wholesalers, customers, retailers, franchisees, cooperative members, and licensees, including, without limitation, Walmart, including, but not limited to, Walmart's downstream distributors, wholesalers, customers, retailers, franchisees, cooperative members, and licensees (collectively, "**Releasees**"), arising out of or relating to any alleged violation of Proposition 65, or any alleged violation of statute or common law, arising from or relating to alleged exposures to mercury in the Covered Products on or prior to the Commencement Date.

In further consideration of the promises and agreements herein contained, JAMISON as an individual and *not* on behalf of the public, on behalf of itself, its past and current agents, representatives, attorneys, successors, and/or assignees, hereby waives all of JAMISON's rights to institute or participate in, directly or indirectly, any form of legal action and releases all claims that JAMISON may have, including, without limitation, all actions, and causes of action, in law or in equity, suits, liabilities, demands, obligations, damages, costs, fines, penalties, losses, or

expenses including, but not exclusively, investigation fees, expert fees, and attorneys' fees arising under Proposition 65 with respect to mercury in the Products manufactured, distributed, sold and/or offered for sale by Season Brand, on or prior to the Commencement Date (collectively, "**Claims**"), against Season Brand and Releasees.

4.2 Season Brand's Release of JAMISON

Season Brand, on behalf of itself, its past and current agents, representatives, attorneys, successors, and assignees, hereby waives any and all claims against JAMISON and its attorneys and other representatives, for any and all actions taken or statements made (or those that could have been taken or made) by JAMISON and its attorneys and other representatives, whether in the course of investigating claims or otherwise seeking to enforce Proposition 65 against it in this matter with respect to the Covered Products.

4.2 California Civil Code § 1542

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. Jamison, on behalf of itself only, on one hand, and Season Brand, on behalf of itself only, on the other hand, acknowledge that this Agreement is expressly intended to cover and include all such claims on or prior to the Commencement Date, including all rights of action therefor. The Parties acknowledge that the claims released in Sections 4.1 and 4.2 above may include unknown claims, and nevertheless waive California Civil Code § 1542 as to any such unknown claims. California Civil Code § 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 release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

JAMISON and Season Brand each acknowledge and understand the significance and consequences of this specific waiver of California Civil Code § 1542.

4.3 Deemed Compliance with Proposition 65.

The Parties agree that compliance by Season Brand with this Agreement constitutes compliance with Proposition 65 with respect to exposure from mercury from use of the Covered Products.

5. PUBLIC BENEFIT

It is Season Brand's understanding that the commitments it has agreed to herein, and actions to be taken by Season Brand under this Agreement, confer a significant benefit to the general public as set forth in California Code of Civil Procedure § 1021.5 and Cal. Admin. Code, tit. 11, § 3201. As such, it is the intent of Season Brand 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 Season Brand's alleged failure to provide a warning concerning actual or alleged exposure to mercury on or prior to use of the Covered Products it has or will distribute into the State of California, such private party action would not confer a significant benefit on the

general public as those Covered Products addressed in this Agreement, provided that Season Brand is in compliance with this Agreement.

6. SEVERABILITY

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

7. GOVERNING LAW

The terms of this Agreement shall be governed by the laws of the State of California and apply within California. In the event that Proposition 65 is repealed, preempted, or is otherwise rendered inapplicable by reason of law generally, or as to the Covered Products, Season Brand shall have no further obligations pursuant to this Agreement.

8. NOTICE

Unless specified herein, all correspondence and notice required by this Agreement shall be in writing and sent by: (i) first-class registered or certified mail, return receipt requested; or (ii) a recognized overnight courier to any Party by the other at the following addresses:

For Season Brand, LLC:
Jonathan Temchin
Tarter Krinsky & Drogin LLP
1350 Broadway
New York, New York 10018

For JAMISON:
Anthony Osborn, Esq.
Gehling Osborn Law Firm
600 4th Street, Suite 900
Sioux City, IA 51101

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

9. COUNTERPARTS, FACSIMILE AND PDF SIGNATURES

This Agreement may be executed in counterparts and by 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.

10. COMPLIANCE WITH REPORTING REQUIREMENTS

JAMISON and its counsel agree to comply with the reporting form requirements referenced in California Health and Safety Code § 25249.7(f).

ENTIRE AGREEMENT

This Agreement contains the sole and entire agreement and understanding of the Parties with respect to the entire subject matter hereof, and any and all prior discussions, negotiations, commitments, or understandings related thereto, if any, are hereby merged herein and therein. There are no warranties, representations, or other agreements between the Parties except as expressly set forth herein. No representations, oral or otherwise, express or implied, other than

those specifically referred to in this Agreement have been made by any Party hereto. No other agreements not specifically contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind any of the Parties hereto.

MODIFICATION

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

13. AUTHORIZATION

The undersigned are authorized to execute this Agreement on behalf of their respective Parties and have read, understood, and agreed to all of the terms and conditions of this Agreement.

AGREED TO:

Date: 2/5/2026

By: *Jordan Howard*

Printed Name: Jordan Howard
For: Season Brand, LLC

AGREED TO:

Date: _____

By: _____

Printed Name: Charles Jamison

those specifically referred to in this Agreement have been made by any Party hereto. No other agreements not specifically contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind any of the Parties hereto.

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AGREED TO:

Date: _____

By: _____

Printed Name: _____
For: Season Brand, LLC

AGREED TO:

Date: 1/27/26

By: 

Printed Name: Charles Jamison