

## SETTLEMENT AGREEMENT

### **1. INTRODUCTION**

#### **1.1 Parties**

This Settlement Agreement is entered into by and between CalSafe Research Center, Inc. ("CRC"), on the one hand, and Season Brand LLC ("Season Brand") on the other hand, with CRC and Season Brand each individually referred to as a "Party" and collectively as the "Parties."

#### **1.2 General Allegations**

CRC alleges that Season Brand sells and/or distributes in California certain products, specified in Section 1.3 below, containing lead and/or Perfluorooctane Sulfonate (PFOS) without a warning as required by Health and Safety Code §§ 25249.5 et seq. ("Proposition 65"). Lead is listed pursuant to Proposition 65 as a chemical known to cause cancer and birth defects or other reproductive harm. PFOS is listed pursuant to Proposition 65 as a chemical known to cause cancer and to cause birth defects or other reproductive harm. Season Brand denies these allegations.

#### **1.3 Product Descriptions**

The products covered by this Settlement Agreement are defined as and expressly limited to "Sprouts, Wild Caught Sardines in Olive Oil (UPC# 646670317026)" and "Sprouts, Superfood and Berry Vegan Protein (UPC# 646670681929)" (the "Lead Products"), which contain lead, and "Sprouts, Wild Caught Flat Fillets of Anchovies in Olive Oil (UPC# 646670317033)" (the "PFOS Product"), which contains PFOS. The Lead Products and the PFOS Product are collectively referred to herein as the "Products" and are products that are manufactured, sold or distributed for sale in California by Season Brand.

#### **1.4 Notices of Violation**

On September 12, 2025, and November 20, 2025, CRC alleges that it served separate 60-Day Notices of Violation (collectively, the "Notices") on Sprouts Farmers Market, LLC ("Sprouts"), the California Attorney General, and the other requisite public enforcers, alleging that Sprouts and others violated Proposition 65 when they failed to warn consumers in California of the alleged exposures to lead and PFOS from the Products.

To the best of the Parties' knowledge, no public enforcer has commenced and is diligently prosecuting an action to enforce the violations alleged in the Notices.

#### **1.5 No Admission**

Season Brand denies the material, factual and legal allegations in the Notices and maintains that all of the products it sold and/or distributed for sale in California, including the Products, have been, and are, in compliance with all laws. Nothing in this Settlement Agreement shall be construed as an admission by Season Brand or any of its officers, directors, shareholders, employees, agents, parent companies, subsidiaries, divisions, affiliates, franchisees, licensees, customers, suppliers, distributors, wholesalers, or retailers of any fact, finding, conclusion, issue of law or violation of law, nor shall compliance with this Settlement Agreement constitute or be

construed as an admission by Season Brand or any of its officers, directors, shareholders, employees, agents, parent companies, subsidiaries, divisions, affiliates, franchisees, licensees, customers, suppliers, distributors, wholesalers, or retailers of any fact, finding, conclusion, issue of law or violation of law, such being specifically denied by Season Brand. This Section shall not, however, diminish or otherwise affect Season Brand's obligations, responsibilities, and duties under this Settlement Agreement.

### **1.6 Effective Date**

For purposes of this Settlement Agreement, the term "Effective Date" shall mean the date this Settlement Agreement is fully executed by all Parties.

## **2. INJUNCTIVE RELIEF**

### **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"), Season Brand shall be permanently enjoined from manufacturing for sale in the State of California, "Distributing into the State of California," or directly selling in the State of California: (a) any Lead Product that exposes a person to an exposure level of more than 0.5 micrograms of lead per serving, with serving size measured by the maximum suggested daily serving size specified on the label of the Lead Product; or (b) any PFOS Product that exposes a person to PFOS, unless, in each case, Season Brand meets the warning requirements under Section 2.2.

As used in this Settlement Agreement, the term "Distributing into the State of California" shall mean to directly ship the Products into California for sale in California or to sell the Products to a distributor that Season Brand knows or has reason to know will sell the Products in California.

### **2.2 General Warning Requirements**

Season Brand agrees that each warning shall be prominently placed with such conspicuousness, as compared with other words, statements, designs, or devices, as to render it likely to be read and understood by an ordinary individual under customary conditions before purchase or use. Each warning shall be provided in a manner such that the consumer or user understands to which specific Product the warning applies, so as to minimize the risk of consumer confusion.

For the purposes of this Settlement Agreement, a clear and reasonable warning for the Products shall consist of a warning affixed to the packaging, label, tag, or directly to each of the Products sold or distributed in California by Season Brand that contains one of the following statements (with the lead warnings applying to the Lead Products and the PFOS warnings applying to the PFOS Product):

#### **For the Lead Products:**

- 1) **WARNING:** Consuming this product can expose you to lead, which is known to

the State of California to cause cancer and birth defects or other reproductive harm. For more information go to [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food).

Season Brand may, at its option, use the words “**CA WARNING:**” or “**CALIFORNIA WARNING:**” instead of the word “**WARNING:**”.

- 2) **WARNING:** Risk of cancer and reproductive harm from exposure to lead. See [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food).

or

**WARNING:** Can expose you to lead, a carcinogen and reproductive toxicant. See [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food).

Season Brand may, at its option, use the words “**CA WARNING:**” or “**CALIFORNIA WARNING:**” instead of the word “**WARNING:**”.

**For the PFOS Product:**

- 1) **WARNING:** Consuming this product can expose you to Perfluorooctane Sulfonate (PFOS), which is known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food).

Season Brand may, at its option, use the words “**CA WARNING:**” or “**CALIFORNIA WARNING:**” instead of the word “**WARNING:**”.

- 2) **WARNING:** Risk of cancer and reproductive harm from exposure to Perfluorooctane Sulfonate (PFOS). See [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food).

or

**WARNING:** Can expose you to Perfluorooctane Sulfonate (PFOS), a carcinogen and reproductive toxicant. See [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food).

Season Brand may, at its option, use the words “**CA WARNING:**” or “**CALIFORNIA WARNING:**” instead of the word “**WARNING:**”.

The warning shall be offset in a box with black outline.

For Products sold via the internet to customers by Season Brand in California, or sold in or into California by Season Brand, the warning must also be provided by including either the warning or a clearly marked hyperlink using the word “**WARNING**” or “**CA WARNING**” or “**CALIFORNIA WARNING**” on the Product display page, or by otherwise prominently displaying the warning to the purchaser prior to completing the purchase.

For Products that Season Brand provides for a downstream entity to sell on the internet, Season Brand shall advise them that the entity comply with the warning requirements of this section.

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.

(i) Changes in Warning Regulations or Statutes

In the event that the Office of Environmental Health Hazard Assessment promulgates one or more regulations requiring or permitting warning text and/or methods of transmission different than those set forth above, Season Brand shall be entitled to use, at its discretion, such other warning text and/or method of transmission without being deemed in breach of this Settlement Agreement. If regulations or legislation are enacted or issued providing that a Proposition 65 warning for the Products is no longer required, a lack of warning will not thereafter be a breach of this Settlement Agreement.

**2.3 Grace Period for Existing Inventory of Products**

The injunctive requirements of Section 2 shall not apply to Products that are already in the stream of commerce as of the Commencement Date, which Product is expressly subject to the releases provided in Section 4.1. 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.

**3. MONETARY SETTLEMENT TERMS**

**3.1 Total Settlement Payment**

In full satisfaction of all potential civil penalties, attorneys' fees, and costs, Season Brand shall make a total settlement payment of Twenty Thousand Dollars **(\$20,000.00)** ("Total Settlement Amount"). The Total Settlement Amount shall be apportioned into a Civil Penalty and Attorney's Fees and Costs as set forth in Sections 3.2 and 3.3 below.

**3.2 Civil Penalty Payment**

Pursuant to Health and Safety Code§ 25249.7(b)(2), and in settlement of all claims alleged in the Notices or referred to in this Settlement Agreement, Season Brand agrees to pay Two Thousand Dollars (\$2,000.00) in civil penalties. The penalty payment will be allocated in accordance with California Health and Safety Code§§ 25249.12(c)(1) & (d), with 75% of the penalty amount paid to the California Office of Environmental Health Hazard Assessment ("OEHHA") and the remaining 25% of the penalty amount retained by CRC. Within ten (10) days of the Effective Date, Season Brand shall issue a check to "OEHHA" in the amount of One Thousand Five Hundred Dollars **(\$1,500.00)** and shall, pursuant to the instructions below, wire to CRC the amount of Five Hundred Dollars **(\$500.00)**.

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

For United States Postal Delivery Service:

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

For Non-United States Postal Delivery Service:

Mike Gyurics  
Fiscal Operations Branch Chief  
Office of Environmental Health Hazard Assessment  
1001 I Street MS #19B  
Sacramento, CA 95814

All penalty payments owed to CRC shall be sent via wire to:

**Wire Instructions:**

Account Name: The Law Offices of Joseph R. Manning  
Bank Name: J.P. Morgan Chase Bank, N.A.  
Bank Address: 2967 Michelson Dr, Ste A, Irvine, CA 92612  
Wire Routing / ABA Number: 021000021  
Swift Code: CHASUS33  
Account Number: 579068902

For further benefit of: Civil Penalty Payment File No. P65-1439 & 1277

**3.3 Attorney Fees and Costs**

The Parties reached an accord on the compensation due to CRC and its counsel under the private attorney general doctrine and principles of contract law. Under these legal principles, within ten (10) days of the Effective Date, Season Brand agrees to pay Eighteen Thousand Dollars **(\$18,000.00)** to CRC and its counsel for all fees and costs incurred in investigating, bringing this matter to the attention of Season Brand, and negotiating a settlement.

The payment shall be sent via wire to:

**Wire Instructions:**

Account Name: The Law Offices of Joseph R. Manning  
Bank Name: J.P. Morgan Chase Bank, N.A.  
Bank Address: 2967 Michelson Dr, Ste A, Irvine, CA 92612

Wire Routing / ABA Number: 021000021

Swift Code: CHASUS33

Account Number: 579068902

For further benefit of: Attorney's Fees and Costs File No. P65-1439 & 1277

### **3.4 Tax Documentation**

Season Brand agrees to provide a completed IRS 1099 form for its payments to, and CRC and Manning Law agree to provide IRS W-9 forms for each of the payees under this Settlement Agreement. The Parties acknowledge that Season Brand cannot issue any settlement payments pursuant to Section 3 above until after Season Brand receives the requisite W-9 forms from CRC's counsel.

## **4. CLAIMS COVERED AND RELEASED**

### **4.1 CRC's Release of Season Brand**

CRC, acting on its own behalf and not on behalf of the public, fully releases and discharges Season Brand and its respective officers, directors, shareholders, employees, agents, parent companies, subsidiaries, divisions, affiliates, franchisees, licensees, customers, suppliers, distributors (the "Season Brand Releasees") and all entities to which Season Brand Releasees directly or indirectly distribute or sell the Product, and any other distributors, wholesalers, customers, retailers, franchisees, licensors, and licensees, including, without limitation, Sprouts (collectively, the "Released Parties" and individually, a "Released Party"). CRC, on behalf of itself and its officers, directors, shareholders, employees, agents, parent companies, subsidiaries and divisions hereby fully releases and discharges the Released Parties from any and all claims, actions, causes of action, suits, demands, liabilities, damages, penalties, fees, costs, and expenses asserted, or that could have been asserted based on or related to the handling, use, sale, distribution or consumption of the Products in California, as to any alleged violation of Proposition 65 or its implementing regulations in relation to the Product, including without limitation any failure to provide Proposition 65 warnings on the Products with respect to exposures to lead and/or PFOS, and/or any alleged violation of statute or common law, arising from or relating to exposures to lead and/or PFOS in the Products on or prior to the Commencement Date.

In further consideration of the promises and agreements herein contained, CRC, acting on its own behalf and not on behalf of the public, but on behalf of itself, its past and current agents, representatives, attorneys, successors, and/or assignees, hereby waives all of CRC's rights to institute or participate in, directly or indirectly, any form of legal action and releases all claims that CRC 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 lead or PFOS in the Products manufactured, distributed, sold and/or offered for sale by Season Brand, on or prior to the Commencement Date against the Released Parties, including, without limitation, Season Brand and/or Sprouts.

#### **4.2 Season Brand' Release of CRC**

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

#### **4.3 California Civil Code Section 1542**

It is possible that other claims not known to the Parties, arising out of the Notices or relating to the Products, will develop or be discovered. CRC on behalf of itself only, and Season Brand 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 therefor. CRC and Season Brand 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. 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 services a notice of violation 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 lead and/or Perfluorooctane Sulfonate (PFOS) on or prior to use of the 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 Products addressed in this Agreement, provided that Season Brand is in compliance with this Agreement.

#### **6. SEVERABILITY**

In the event that any of the provisions of this Settlement Agreement are held by a court of competent jurisdiction to be unenforceable, the validity of the remaining enforceable provisions shall not be adversely affected.

#### **7. GOVERNING LAW**

The terms of this Settlement Agreement shall be governed by the laws of the State of California, without regard to its conflicts of law principals.

**8. NOTICE**

When any Party is entitled to receive any notice under this Settlement Agreement, the notice shall be sent by first class mail or electronic mail to the address set forth in this paragraph. Any Party may modify the person and address to whom the notice is to be sent by sending the other Party notice by certified mail, return receipt requested. Said change shall take effect on the date the return receipt is signed by the Party receiving the change.

Notices shall be sent to:

For CRC

Michael J. Manning  
Manning Law, APC  
26100 Towne Center Drive  
Foothill Ranch, CA 92610  
Tel: Office (949) 200-8757 Fax: (866) 843-8309  
p65@manninglawoffice.com

For Season Brand

Jonathan E. Temchin  
Tarter Krinsky & Drogin LLP  
1350 Broadway  
New York, New York 10018  
Tel.: 212-216-1139  
Email: [jtemchin@tarterkrinsky.com](mailto:jtemchin@tarterkrinsky.com)

**9. COUNTERPARTS: FACSIMILE SIGNATURES**

This Settlement Agreement may be executed in counterparts and by facsimile or 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. Signatures by scanned and emailed image or facsimile transmission shall have the same force and effect as original signature and as an electronic record adopted and executed by a Party with the intent to sign the electronic record pursuant to Civil Code §§ 1633.1 *et seq.*

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

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

**11. MODIFICATION**

The Settlement Agreement may be modified only by written agreement of the Parties.

**12. ENTIRE AGREEMENT**

This Settlement Agreement contains the sole and entire agreement and understanding 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. No representations, oral or otherwise, express or implied, other than those specifically referred to in this Settlement Agreement have been made by, or relied on, any Party.

**13. INTERPRETATION**

No inference, assumption or presumption shall be drawn, and no provision of this Settlement Agreement shall be construed against any Party, based upon the fact that one of the Parties and/or their counsel prepared or drafted any portion of this Settlement Agreement. The Parties waive the provisions of Civil Code § 1654. It is conclusively presumed that the Parties participated equally in the drafting of this Settlement Agreement.

**14. 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.

AGREED TO:

AGREED TO:

Date: 7/15/2026

Date: 7/15/2026

By:   
CalSafe Research Center, Inc.

By: Meriem Zaim-Wadghiri  
Season Brand, LLC