

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 Chamberlain Coffee Inc. ("Chamberlain") on the other hand, with CRC and Chamberlain each individually referred to as a "Party" and collectively as the "Parties."

1.2 General Allegations

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

1.3 Product Descriptions

The product covered by this Settlement Agreement is defined as, and expressly limited to Nutritional Powder Mix, including but not limited to "Chamberlain Coffee, Blue Matcha Latte with Oatmilk, UPC#810070875169" and "Chamberlain Coffee, Lavender Matcha Latte with Oatmilk, UPC #810070875176" (the "Products") that contain Lead and that is manufactured, sold or distributed for sale in California by Chamberlain.

1.4 Notice of Violation

On or about December 5, 2025, CRC alleges it served a 60-Day Notice of Violation ("the Notice") on Chamberlain, the California Attorney General and the other requisite public enforcers, alleging that Chamberlain and others violated Proposition 65 when they failed to warn consumers in California of the alleged exposures to Lead 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 Notice.

1.5 No Admission

Chamberlain denies the material, factual and legal allegations in the Notice and maintains that, to the best of its knowledge, 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 Chamberlain 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 Chamberlain 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 Chamberlain. This Section shall not, however, diminish or otherwise affect Chamberlain's obligations,

responsibilities, and duties under this Settlement Agreement. Notwithstanding the allegations in the Notice, Chamberlain maintains that it has not knowingly manufactured, or caused to be manufactured, the Products for sale in California in violation of Proposition 65.

1.6 Effective Date

For purposes of this Settlement Agreement, the term "Effective Date" shall mean the date this Settlement Agreement is last executed by the Parties and both Parties receive fully executed copies of this Settlement Agreement. **The "Compliance Date" shall be a date six (6) months (180 days) after the Effective Date.**

2. INJUNCTIVE RELIEF: REFORMULATION AND/OR WARNINGS

2.1 Reformulation of Products. Commencing on the Compliance Date, and continuing thereafter, Products that Chamberlain directly manufactures, imports, distributes, sells, or offers for sale in California shall either be: (a) reformulated Products pursuant to § 2.2, below; or (b) labeled with a clear and reasonable exposure warning pursuant to §§ 2.3 – 2.4, below. For purposes of this Settlement Agreement, a **"Reformulated Product" is a Product that is in compliance with the standard set forth in § 2.2, below.** The warning requirement set forth in §§ 2.3 – 2.4 shall not apply to any Reformulated Product.

2.2 Reformulation Standard.

"Reformulated Products" shall mean Products that expose a person to an exposure level of less than 0.5 micrograms of Lead per gram of Product, calculated by multiplying the grams of Product per serving size of the Product (using the largest serving size appearing on the Product label), by recommended servings of the Product per day (using the largest number of servings in a recommended dosage appearing on the Product label). If the Product label contains no specified number of recommended servings, then the number of recommended daily servings shall be one (1).

2.3 Clear and Reasonable Warnings

Commencing on the Compliance Date, and continuing thereafter, a clear and reasonable exposure warning as set forth in this §§ 2.3 and 2.4 must be provided for all Products that Chamberlain knowingly manufactures, imports, distributes, sells, or offers for sale in California that is not a Reformulated Product. There shall be no obligation for Chamberlain to provide an exposure warning for Products that were manufactured prior to, labeled prior to, and/or in the stream of commerce prior to the Compliance Date. The warning shall consist of either the **Warning** or **Alternative Warning** described in §§ 2.4(a) or (b), respectively.

2.4 General Warning Requirements

Chamberlain agrees that each on-Product 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 Product shall consist of a warning affixed to the packaging, label, tag, or directly to each Product sold or distributed in

California by Chamberlain that contains one of the following statements:

- a) **Warning.** The “Warning” shall consist of the statement:

WARNING: Consuming this product can expose you to Lead and lead compounds, which are 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.

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

- b) **Alternative Warning:** Chamberlain may, but is not required to, use the alternative short-form warning as set forth in this § 2.4(b) (“Alternative Warning”) as follows:

WARNING: Risk of cancer and reproductive harm from exposure to Lead and lead compounds. www.P65Warnings.ca.gov/food.

or

WARNING: Can expose you to Lead and lead compounds, a carcinogen and reproductive toxicant. www.P65Warnings.ca.gov/food.

Chamberlain 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 internet purchases, 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 bearing a warning that Chamberlain provides to a downstream entity which Chamberlain knows will sell Products on the internet, Chamberlain shall include an instruction that the entity comply with the warning requirements of this section, however, Chamberlain does not assume any duty to monitor third-party websites for compliance.

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, Chamberlain 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.

2.5 Grace Period for Existing Inventory of Products

The injunctive requirements of Section 2 shall not apply to Products that are already manufactured or in the stream of commerce (including Products in inventory, or store shelves, or in production) prior to the Compliance Date, which Products are expressly subject to the releases provided in Section 4.1.

3. MONETARY SETTLEMENT TERMS

3.1 Total Settlement Payment

In full satisfaction of all potential civil penalties, attorneys' fees, and costs, Chamberlain shall make a total settlement payment of Sixteen Thousand Five Hundred Dollars (**\$16,500**) ("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 Notice or referred to in this Settlement Agreement, Chamberlain agrees to pay One Thousand Dollars (**\$1,000**) 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 ninety (90) days of the Effective Date, Chamberlain shall issue a check to "OEHHA" in the amount of Seven Hundred and Fifty Dollars (**\$750**) and shall, pursuant to the instructions below, wire to CRC the amount of Two Hundred and Fifty Dollars (**\$250**).

All payments owed to OEHHA (EIN: 68-0284486) pursuant to this Section shall be sent 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. P65-1035

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, Chamberlain shall pay a total of Fifteen Thousand Five Hundred Dollars (\$15,500) **in attorneys' fees and costs incurred in investigating the claims, providing notice to Chamberlain, and negotiating this settlement.** Payment shall be made within ninety (90) days of the Effective Date..

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. P65-1035

3.4 Tax Documentation

Chamberlain 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 Chamberlain cannot issue any settlement payments pursuant to Section 3 above until after Chamberlain receives the requisite W-9 forms from CRC's counsel.

4. RELEASE OF ALL CLAIMS

4.1 CRC's Release of Chamberlain and Downstream Customers and Entities.

This Settlement Agreement is a full, final and binding resolution between CRC, acting on its own behalf, and Chamberlain, of any violation of Proposition 65 that was or could have been asserted by CRC or on behalf of its past and current agents, representatives, attorneys, successors, and/or assigns ("**Releasors**") **for failure to provide warnings for alleged exposures to Lead** from use of the Products, and Releasors hereby release any such claims against Chamberlain and its parents, subsidiaries, affiliated entities, shareholders, marketplaces, directors, officers, agents, employees, attorneys, successors and assignees, and each entity to whom Chamberlain directly or indirectly distributes or sells the Products, including but not limited to, downstream distributors, wholesalers, online marketplaces, customers,

retailers, including but not limited to Target Corporation and its respective subsidiaries, affiliates and **parents, franchisees, cooperative members and licensees (collectively, the "Releasees")**, from all claims for violations of Proposition 65 through the Compliance Date based on exposure to Lead from use of the Products. This release shall also cover any Products that were in inventory or in the stream of commerce prior to the Compliance Date.

In further consideration of the promises and agreements contained herein, and for the payments to be made pursuant to § 3 above, CRC, on behalf of itself, its past and current agents, representatives, attorneys, successors and/or assignees, hereby covenants not to sue and waives any right to institute, participate in, directly or indirectly, any form of legal action and releases all claims that it may have, including without limitation, all actions and causes of action in law and in equity, all obligations, expenses **(including without limitation all attorneys' fees, expert fees, and investigation fees, and costs)**, damages, losses, liabilities and demands against any of the Releasees of any nature, character, or kind, whether known or unknown, suspected or unsuspected, limited to and arising out of the alleged or actual exposure to Lead from use of the Products.

4.2 Chamberlain's Release of CRC

Chamberlain 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, or 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 Notice or relating to the Products, will develop or be discovered. CRC on behalf of itself only, and Chamberlain 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 Compliance Date, including all rights of action, therefore. CRC and Chamberlain 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.

CRC and Chamberlain each acknowledge and understand the significance and consequences of this specific waiver of California Civil Code § 1542.

4.4 Deemed Compliance with Proposition 65.

The Parties agree that compliance by Chamberlain with this Settlement Agreement constitutes compliance with Proposition 65 with respect to exposure to Lead from use of the Products.

4.5 Public Benefit.

It is Chamberlain's understanding that the commitments it has agreed to herein, and actions to be taken by Chamberlain under this Settlement Agreement, would confer a significant benefit to the general public, as set forth in Code of Civil Procedure § 1021.5 and Cal. Admin. Code tit. 11, § 3201. As such, it is the intent of Chamberlain that to the extent any other private party initiates an action alleging a violation of Proposition 65 with respect to Chamberlain's **failure to provide a warning concerning** exposure to Lead prior to use of the Products it has manufactured, distributed, sold, or offered for sale in California, or will manufacture, distribute, sell, or offer for sale in California, such private party action would not confer a significant benefit on the general public as to those Products addressed in this Settlement Agreement, provided that Chamberlain is in material compliance with this Settlement Agreement.

5. 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 unless the provision found unenforceable is determined to be essential to the overall purpose of the Consent Judgment. In such event, the Parties shall confer in good faith to attempt to renegotiate the affected provision(s) in a manner that preserves, to the greatest extent possible, the original intent and purpose of the Consent Judgment. If the Parties are unable to reach agreement, any Party may seek appropriate relief from the Court.

6. 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.

7. 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

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

For Chamberlain

Sherry E. Jackman
Sedina L. Banks
Greenberg Glusker LLP

2049 Century Park East, Suite 2600
Los Angeles, CA 90067
sjackman@greenbergglusker.com
sbanks@greenbergglusker.com

Either 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.

8. 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.*

9. 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).

10. MODIFICATION

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

11. 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.

12. 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.

13. NOTICE AND OPPORTUNITY TO CURE

13.1 Enforcement. A Party may enforce any of the terms and conditions of this Settlement Agreement only for Product that Chamberlain and/or Releasees directly manufactures, imports, distributes, sells, or offers for sale in California after the Compliance Date that CRC or its representatives have tested and certified that the Products do not comply with § 2 of this Settlement Agreement only after that Party

first provides written notice of non-compliance (the "Correction Notice"). Chamberlain, upon receiving the Correction Notice, may bring the Products into compliance or demonstrate that the Products are already compliant within thirty (30) days of receipt of the Correction Notice. If the Products are brought into compliance or demonstrated to be compliant during this period, CRC shall take no further action.

14. AUTHORIZATION

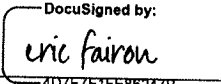
The undersigned are authorized to execute this Settlement Agreement on behalf of their respective Parties and have read, understood, and agree to all the terms and conditions of this Settlement Agreement.

15. REPRESENTATIONS AND WARRANTIES

CRC and its counsel, on behalf of itself, counsel's law firm, and all other lawyers co-advising on this matter represent and warrant that they (i) are unaware of any additional perceived claims against Chamberlain outside of those addressed in this Settlement Agreement; (ii) are unaware of, and have not been informed of, any other individual, plaintiff, class member, entity, or attorney that intends to bring a claim against Chamberlain, including but not limited to, any claim regarding any Chamberlain's products and/or any claim related to Proposition 65; and (iii) have no present intention to solicit others to initiate claims against Chamberlain. CRC and its counsel further represent and warrant that they have not assigned or otherwise transferred, or attempted to assign or transfer, any perceived claims against the Chamberlain.

AGREED TO:

Date: 4/17/2026

By: 
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CalSafe Research Center, Inc.

AGREED TO:

Date: 4/16/2026 | 2:24 PM PDT

By: 
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Chamberlain Coffee Inc.