# SETTLEMENT AGREEMENT

## 1. INTRODUCTION

### 1.1 Parties

This Settlement Agreement is entered into by and between Dennis Johnson ("Johnson") and Lifetime Brands, Inc. ("Lifetime Brands"), with Johnson and Lifetime Brands each individually referred to as a "Party" and collectively as the "Parties." Johnson is an individual residing in the State of California who seeks to promote awareness of exposures to toxic chemicals and to improve human health by reducing or eliminating hazardous substances used in consumer products. Johnson alleges that Lifetime Brands is a person in the course of doing business for purposes of the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health and Safety Code section 25249.6 *et seq.* ("Proposition 65").

### 1.2 General Allegations

Johnson alleges that Lifetime Brands manufactures, sells, and/or distributes for sale in California, mugs with exterior designs containing lead. Lead is listed pursuant to Proposition 65 as a chemical known to cause birth defects and other reproductive harm. Johnson alleges that Lifetime Brands failed to provide the health hazard warning required by Proposition 65 for exposures to lead.

### 1.3 Product Description

The products covered by this Settlement Agreement are specifically defined as, and limited to, *Pfaltzgraff 16 Oz SW Mug; UPC: 0 25398 21773 1,* that are manufactured, sold, or distributed for sale in California by Lifetime Brands (hereinafter referred to as "Products").

### 1.4 Notice of Violation

On January 16, 2026, Johnson served Lifetime Brands, Macy's Backstage, Inc., and the requisite public enforcement agencies with a 60-Day Notice of Violation, alleging that the notice recipients violated Proposition 65 by failing to warn customers

and consumers in California of the health hazards associated with exposures to lead from the Products. No public enforcer has commenced and is diligently prosecuting the allegations set forth in the Notice.

### 1.5 No Admission

Lifetime Brands denies the material, factual, and legal allegations contained in the Notice and maintains that all of the products that it has sold and distributed 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 Lifetime Brands 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 Lifetime Brands of any fact, finding, conclusion, issue of law, or violation of law, such being specifically denied by Lifetime Brands. This Section shall not, however, diminish or otherwise affect Lifetime Brands' obligations, responsibilities, and duties under this Settlement Agreement.

### 1.6 Effective Date

For purposes of this Settlement Agreement, the term "Effective Date" shall mean October 5, 2026.

## 2. INJUNCTIVE RELIEF

### 2.1 Reformulation/Warning Commitment

As of the Effective Date, Lifetime Brands shall not manufacture, import, distribute, sell or offer the Products for sale in the State of California unless: (i) the Products are Reformulated Products pursuant to Section 2.2; or (ii) Lifetime Brands provides a clear and reasonable warning pursuant to Section 2.3. The Parties agree and intend that Lifetime Brands' compliance with the terms of this Settlement Agreement shall constitute its compliance with Proposition 65 with respect to exposures to lead from the Products. For the avoidance of doubt, the requirements of Section 2 shall not apply to Products manufactured, imported, labeled, sold, or otherwise distributed prior to the

Effective Date as they have been included in the calculation of civil penalties due pursuant to Section 3.1 below.

**2.2 Reformulated Products.**

"Reformulated Products" are defined as those Products that: (a) contain no more than 90 parts per million ("ppm") lead in any decoration, colored artwork, designs and/or marking on the surface of the Products when analyzed pursuant to U.S. Environmental Protection Agency testing methodologies 3050B or equivalent methodologies utilized by federal or state agencies for the purpose of determining lead content in a solid substance; (b) yield no more than 1.0 microgram of lead on any surface sampled and analyzed pursuant to the NIOSH 9100 testing protocol; (c) yield a result of non-detect (defined as no more than 25 ppm by weight of lead) for any decorations located in the upper 20 millimeters of a Product, i.e., the "Lip-and-Rim" area when analyzed pursuant to EPA testing methodologies 3050B and 6010B, or equivalent methodologies used by state and federal agencies to determine lead content in a solid substance; or (d) comply with the requirements for "Ceramicware" as set forth in Section 2.3.2 of the Proposition 65 consent judgment entered into in *Brimer v. The Boelter Companies, et al.*, San Francisco Superior Court No. CGC-05-440811 ("Boelter CJ"), to which Lifetime previously opted-in.

If the decoration is tested after it is affixed to the Product, the percentage of the lead by weight must relate only to the decorating materials and must not include any quantity attributable to non-decorating material (e.g., ceramic substrate).

**2.3 Warnings.**

To the extent that Products manufactured, imported, or otherwise acquired by Lifetime Brands after the Effective Date do not meet the standard for Reformulated Products, a clear and reasonable warning shall be provided, as set forth herein.

**2.3.1 Warning Content.** For purposes of this Settlement Agreement, the parties agree that a clear and reasonable warning shall consist of one of the following warning statements:

> ⚠**WARNING**: Risk of cancer and reproductive harm from exposure to lead. See www.P65Warnings.ca.gov
>
> OR
>
> ⚠**WARNING**: Can expose you to lead, a carcinogen and reproductive toxicant. See www.P65Warnings.ca.gov
>
> OR
>
> ⚠**WARNING**: This product can expose you to chemicals including 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
>
> OR
>
> ⚠ **WARNING: Cancer and Reproductive Harm – www.P65Warnings.ca.gov***

*This warning is only permissible for products manufactured prior to January 1, 2028, regardless of date of sale.

The above warning statements must print the word "**WARNING:**" in all capital letters and in bold font, followed by a colon. The warning symbol to the left of the word "**WARNING:**" must be a black exclamation point in a yellow equilateral triangle with a black outline, except that if the sign or label for the Products does not use the color yellow, the symbol may be in black and white. The symbol must be in a size no smaller than the height of the word "**WARNING:**".

**2.3.2 Method of Transmission**

**Product Labeling.** Lifetime Brands shall affix one of the foregoing warning statements to the packaging, labeling or directly to a specific Product. The warning statement shall be affixed to the Product, Products' packaging or labeling and placed with such conspicuousness, as compared with other words, statements, or designs as to render it likely to be read and understood by an ordinary individual under customary conditions of purchase or use. Where the short-form warning statement is provided on

the label, the entire warning must be in a type size no smaller than the largest type size used for other consumer information on the product label. In no case shall the short-form warning statement appear in a type size smaller than six-point type.

**Internet.** In addition to the product labeling, where Lifetime Brands offers Products to California customers via its own proprietary internet website or any third-party website over which Lifetime Brands has control, Lifetime Brands shall provide a clear and reasonable internet web page warning to customers located in California. The warning statement shall appear either: (i) on the same web page on which a Product is displayed and/or described; (ii) on the same page as the price for the Product; or (iii) on one or more web pages displayed to a California purchaser prior to completion of the checkout process. Alternatively, the warning statement shall be provided using a clearly marked hyperlink using the word "WARNING" on the product display page, or by otherwise prominently displaying the warning to the purchaser prior to completing the purchase. If the product label warning is provided using the short-form warning statement, the warning provided on the website may use the same content. A warning is not prominently displayed if the purchaser must search for it in the general content of the website. Where Lifetime Brands does not have control over the content of third-party internet sellers, Lifetime Brands shall provide such sellers with written notice, in accordance with Title 27, California Code of Regulation, Section 25600.2, of their warning obligations. Third-party internet sellers who receive notice pursuant to Section 25600.2 and fail to provide a clear and reasonable Proposition 65 warning pursuant to this section, shall not be deemed in compliance with this Settlement Agreement and shall not receive any benefit or protection afforded hereunder.

**Catalog.** In addition to the product labeling, if Lifetime Brands sells Products via its own proprietary catalog or any third-party catalogue over which Lifetime Brands has control, to customers located in California, one of the foregoing warnings statements must also be provided in the catalog in a manner that clearly associates it with

the *specific* item being purchased. The catalog warning statement shall be placed with such conspicuousness, as compared with other words, statements, or designs as to render it likely to be read and understood by an ordinary individual under customary conditions of purchase. If a short-form warning is being provided on the label, the warning provided in the catalog may use the same content. Where Lifetime Brands does not have control over the content of third-party catalog sellers, Lifetime Brands shall provide such sellers with written notice, in accordance with Title 27, California Code of Regulation, Section 25600.2, of their warning obligations. Third-party catalog sellers who receive notice pursuant to Section 25600.2 and fail to provide a clear and reasonable Proposition 65 warning pursuant to this section, shall not be deemed in compliance with this Settlement Agreement and shall not receive any benefit or protection afforded hereunder.

**Languages.** Where a label or tag used to provide a warning statement includes consumer information about a product in a language other than English, the warning must also be provided in that language in addition to English.

**2.3.3 Safe Harbor Warnings.** The parties acknowledge that the warnings required by this section are not the exclusive methods of providing Proposition 65 warnings and agree that Lifetime Brands may utilize "safe harbor" warning language and methods promulgated by the Office of Environmental Health Hazard Assessment and contained in 27 CCR §§ 25602-25603, applicable to lead and the Products, in effect on or after the Effective Date, without being deemed in breach of this Settlement Agreement.

## 3. MONETARY SETTLEMENT TERMS

### 3.1 Civil Penalty Payment

Pursuant to Health and Safety Code section 25249.7(b)(2), and as consideration for the releases contained in Sections 4.1 and 4.2 below, Lifetime Brands agrees to pay $800 in civil penalties no later than the Effective Date or Lifetime Brands' receipt of the W-9 forms as contemplated in Section 3.3, whichever is later. The penalty payment will be

allocated in accordance with California Health and Safety Code section 25249.12(c)(1) & (d), with 75% of the penalty amount remitted to the California Office of Environmental Health Hazard Assessment ("OEHHA") and the remaining 25% of the penalty amount paid to Johnson. Lifetime Brands will make its payment in two checks, delivered to the address in Section 3.3, as follows: (1) to "OEHHA" in the amount of $600; and (2) to "Dennis Johnson" in the amount of $200.

**3.2 Attorneys' Fees and Costs**

The Parties acknowledge that Johnson and his counsel offered to resolve this dispute without reaching terms on the amount of fees and costs to be reimbursed to his counsel, thereby leaving the issue to be resolved after the material terms of the agreement had been settled. Shortly after the other settlement terms had been reached, Lifetime Brands expressed a desire to resolve Johnson's fees and costs. The Parties reached an accord on the compensation due to Johnson's counsel under general contract principles and the private attorney general doctrine codified at Code of Civil Procedure section 1021.5 for all work performed in this matter. Under these legal principles, Lifetime Brands agrees to pay, no later than the Effective Date or Lifetime's receipt of the W-9 forms as contemplated in Section 3.3, whichever is later, $14,200, in the form of a check made payable to "Voorhees & Bailey, LLP," for all fees and costs incurred investigating, bringing this matter to the attention of Lifetime Brands' management, and negotiating a settlement, and delivered to the address in Section 3.3.

**3.3 Payment Address and Tax Documentation**

All checks under this Settlement Agreement shall be delivered to the following address and shall, thereafter, be delivered by Johnson to the respective payees:

Voorhees & Bailey, LLP
24 W Elm Street, Suite #A
Lodi, CA 95240

Prior to the Effective Date, Johnson shall provide IRS W-9 forms for: (i) "Office of Environmental Health Hazard Assessment"; (ii) Dennis Johnson; and (iii) Voorhees

& Bailey, LLP. Lifetime Brands shall issue complete IRS 1099 forms to each payee for their respective payment amount, including an IRS Form 1099-MISC to Johnson, if and as applicable pursuant to then-current IRS regulations.

## 4. CLAIMS COVERED AND RELEASED

### 4.1 Johnson's Release of Proposition 65 Claims

Johnson acting on his own behalf, and not on behalf of the public, releases Lifetime Brands, its parents, subsidiaries, affiliated entities under common ownership, directors, officers, agents employees, attorneys, and each entity to whom Lifetime Brands directly or indirectly distributes or sells Products, including, but not limited to, downstream distributors, wholesalers, customers, retailers including, but not limited to Macy's Backstage, Inc., franchisees, cooperative members, and licensees (collectively, "Releasees"), from all claims for violations of Proposition 65 through the Effective Date for lead in the Products. The Parties further understand and agree that this Section 4.1 release shall not extend upstream to any entities that manufactured the Products or any component parts thereof, or any distributors or suppliers who sold the Products or any component parts thereof to Lifetime Brands.

### 4.2 Johnson's Individual Release of Claims

Johnson in his individual capacity only and not in his representative capacity, provides a release herein which shall be effective as a full and final accord and satisfaction, as a bar to all actions, causes of action, obligations, costs, expenses, attorneys' fees, damages, losses, claims, liabilities, and demands of Johnson of any nature, character, or kind, whether known or unknown, suspected or unsuspected, limited to and arising out of alleged or actual exposures to lead in the Products manufactured, imported, distributed, or sold by Lifetime Brands prior to the Effective Date. The Parties further understand and agree that this Section 4.2 release shall not extend upstream to any entities that manufactured the Products, or any component parts thereof, or any distributors or suppliers who sold the Products, or any component parts thereof to

Lifetime Brands. Nothing in this Section affects Johnson's right to commence or prosecute an action under Proposition 65 against a Releasee that does not involve Lifetime Brands' Products.

**4.3 Lifetime Brands' Release of Johnson**

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

## 5. PUBLIC BENEFIT

It is the Parties' understanding that the commitments to herein, and actions to be taken by Lifetime under this Settlement Agreement confer a significant benefit to the general public. As such, it is the intent of the Parties 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 Lifetime's alleged failure to provide a warning concerning actual or alleged exposure to lead for 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.

## 6. SEVERABILITY

If, subsequent to the execution of this Settlement Agreement, any provision of this Settlement 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 Settlement Agreement shall be governed by the laws of the State of California and apply within the State of California. In the event that Proposition 65 is

repealed or is otherwise rendered inapplicable by reason of law generally, or as to the Products, then Lifetime Brands may provide written notice to Johnson of any asserted change in the law and shall have no further injunctive obligations pursuant to this Settlement Agreement with respect to, and to the extent that, the Products are so affected.

## 8. NOTICE

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

**For Lifetime Brands:**

William F. Tarantino
Morrison & Foerster, LLP
425 Market Street
San Francisco, CA 94105

**For Johnson:**

Dennis Johnson
c/o Voorhees & Bailey, LLP
Proposition 65 Coordinator
24 W Elm Street, Suite #A
Lodi, CA 95240

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

## 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.

## 10. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(f)

Johnson and his attorneys agree to comply with the reporting form requirements referenced in California Health and Safety Code section 25249.7(f).

**11. MODIFICATION**

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

**12. ENTIRE AGREEMENT**

This Settlement Agreement contains the sole and entire agreement 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.

**123 AUTHORIZATION**

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

**AGREED TO:**

Date: 9/22/2026

By: _____
DENNIS JOHNSON

**AGREED TO:**

Date: 10/1/2026

By: _____
LIFETIME BRANDS, INC.