

## 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 The Collagen Co., The Collagen Co Pty Ltd, and J, I & L Pty. Ltd ("TCC") on the other hand, with CRC and TCC each individually referred to as a "Party" and collectively as the "Parties."

#### **1.2 General Allegations**

CRC alleges that TCC sells and/or distributes in California certain products, specified in Section 1.3 below, containing lead without a warning as required by Cal. 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. TCC denies these allegations.

#### **1.3 Product Descriptions**

The product covered by this Settlement Agreement is defined as, and expressly limited to, "The Collagen Co., Glow Shakes Premium Collagen Meal Replacement - Cinnamon Churro (UPC# 9350002050123)" (the "Product"), to the extent manufactured, sold or distributed for sale in California by TCC.

#### **1.4 Notice of Violation**

On February 20, 2026, CRC served a 60-Day Notice of Violation ("the Notice") on TCC, the California Attorney General and the other requisite public enforcers, alleging that TCC and others violated Proposition 65 when they failed to warn consumers in California of the alleged exposures to lead from the Product. The Notice alleged exposures to lead through ingestion from the recommended use of the Product. The Notice further alleged that violations had occurred since at least December 31, 2025.

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**

TCC denies the material, factual and legal allegations in the Notice and maintains that all of the products it sold and/or distributed for sale in California, including the Product, have been, and are, in compliance with all laws. Nothing in this Settlement Agreement shall be construed as an admission by TCC 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 TCC 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 TCC. This Section shall not, however, diminish or otherwise affect TCC'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.

## 2. INJUNCTIVE RELIEF

### 2.1 Clear and Reasonable Warnings

Beginning on the Effective Date, TCC 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, any Product that exposes a person to an exposure level of more than 0.5 micrograms of lead per day, calculated based on the maximum recommended daily intake or use stated on the Product label, unless it 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 Product into California for sale in California or to sell the Product to a distributor that TCC knows or has reason to know will sell the Products in California.

### 2.2 General Warning Requirements

TCC 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, to minimize the risk of consumer confusion.

TCC agrees that any warning provided for the Product shall be clear and reasonable and shall be provided in a manner that complies with the then-applicable Proposition 65 warning regulations, including the content and method-of-transmission requirements set forth in Cal. Health & Safety Code §§ 25601-25602, and any successor or related provisions applicable to the Product.

Without limiting the foregoing, TCC may satisfy this Section by using a warning on the Product label, packaging, or tag, or by using any other method of transmission authorized by then-applicable Proposition 65 regulations for consumer products sold in California, including internet sales where applicable.

For Product that TCC provides to an immediate downstream purchaser for sale in California, including internet sales, TCC may satisfy its obligations by providing warning materials and/or written notice consistent with the allocation-of-responsibility framework in Cal. Health & Safety Code §§ 25600.2.

If TCC elects to use an on-product safe-harbor warning for lead exposure, the following warning shall be deemed compliant for so long as it remains consistent with then-applicable Proposition 65 regulations:

“**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](http://www.P65Warnings.ca.gov).”

#### (i) Changes in Warning Regulations or Statutes

If the Office of Environmental Health Hazard Assessment or any other governmental body with authority over Proposition 65 warnings promulgates, amends, or interprets any statute, regulation, or safe-harbor warning requirement applicable to the Product, TCC may use any warning text or method of

transmission permitted by the then-applicable law, and such use shall not constitute a breach of this Settlement Agreement. If a warning for the Product is no longer required under then-applicable law, the absence of a warning shall not constitute 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 Product that is already in the stream of commerce as of the Effective Date, which Product is 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, TCC shall make a total settlement payment of Twenty-One Thousand Dollars (**\$21,000.00**) ("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 Cal. 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, TCC agrees to pay Two Thousand One Hundred Dollars (**\$2,100.00**) 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, TCC shall issue a check to "OEHHA" in the amount of One Thousand Five Hundred and Seventy-Five Dollars (**\$1,575.00**) and shall, pursuant to the instructions below, wire to CRC the amount of Five Hundred and Twenty-Five Dollars (**\$525.00**).

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: Manning Law, APC  
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. P65-1611

**3.3 Attorney Fees and Costs**

The Parties have agreed to an agreement for CRC's claimed attorneys' fees and costs incurred in investigating the noticed claims and negotiating this Settlement Agreement. Under these legal principles, within ten (10) days of the Effective Date, TCC agrees to pay Eighteen Thousand Nine Hundred Dollars (**\$18,900.00**) to CRC and its counsel for all fees and costs incurred in investigating, bringing this matter to the attention of TCC, and negotiating a settlement.

The payment shall be sent via wire to:

**Wire Instructions:**

Account Name: Manning Law, APC  
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. P65-1611

**3.4 Tax Documentation**

Each payee receiving a payment under Section 3 shall timely provide TCC with a completed IRS Form W-9 to the extent reasonably required for payment and tax reporting. TCC shall issue any IRS Forms 1099 or other tax reporting forms required by applicable law.

TCC's obligation to make any payment to a particular payee shall be conditioned only on TCC's receipt of a completed IRS Form W-9 from that payee if such form is legally required for that payment. For avoidance of doubt, TCC's payment of the civil penalty payable to OEHHA shall not be conditioned on receipt of any Form W-9 from CRC or CRC's counsel.

**4. CLAIMS COVERED AND RELEASED**

**4.1 CRC's Release of TCC**

CRC, acting on its own behalf and not on behalf of the public, fully releases and discharges TCC and its respective officers, directors, shareholders, employees, agents, parent companies, subsidiaries, divisions, affiliates, franchisees, licensees, customers, suppliers, distributors (the "TCC Releasees") and all entities to which TCC Releasees directly or indirectly distribute or sell the Product, and any other distributors, wholesalers, customers, retailers, franchisees, licensors, and licensees, (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 Product 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.

**4.2 TCC's Release of CRC**

TCC, 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 Product.

**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 TCC 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 related rights of action. CRC and TCC 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. 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.

**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 principles.

**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

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 TCC

Lachlan Arter  
The Collagen Co.  
1920 McKinney Ave,  
7th Floor  
Dallas, TX 75201

**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)**

The Parties acknowledge that this Settlement Agreement is entered into prior to the filing of any complaint and is intended to resolve noticed violations without the filing of a complaint. Accordingly, CRC and its counsel shall comply with the reporting requirements applicable to pre-complaint settlements under Cal. Health & Safety Code § 25249.7

Without limiting the foregoing, within five (5) days after any violation alleged in the February 20, 2026 Notice of Violation subject to this Settlement Agreement, CRC and its counsel shall serve on the California Attorney General a copy of this Settlement Agreement and a completed Report of Settlement in the form required by the Attorney General, including electronic submission through the Attorney General's Proposition 65 reporting system to the extent required by then-applicable law or Attorney General procedures.

If a complaint is later filed, or if judicial approval of this Settlement Agreement otherwise becomes required, CRC and its counsel shall also comply with the procedures applicable to court-approved settlements under Cal. Health & Safety Code § 25249.7(f)(4) and Cal. Code Regs. tit. 11, § 3003(a). Any such obligations shall be in addition to, and not in lieu of, the reporting obligations applicable to this pre-complaint settlement.

**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. 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: *Lachlan Arter*

Date: 5/5/2026

Date: 05/04/2026

By:    
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By: Lachlan Arter (President)

CalSafe Research Center, Inc.

The Collagen Co.