SETTLEMENT AND RELEASE AGREEMENT

1. GENERAL MATTERS

1.1. Parties

This Settlement Agreement is entered into by and between **Public Protection Alliance LLC, a California limited liability company** ("PPA"), and **Cappuccine Specialties, Inc., a California corporation** ("Cappuccine"), with PPA and Cappuccine each individually referred to as a "Party" and collectively as the "Parties."

1.2. General Allegations

PPA alleges that Cappuccine manufactures, sells, and/or distributes for sale in the State of California certain products, specified in Section 1.3 below, containing lead without a warning as required in 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 reproductive harm.

1.3. Product Description

The products covered by this Agreement (the "Covered Products") are defined as Cappuccine Matcha Green Tea Latte powder that Cappuccine manufactured, sold, or distributed in California, as identified in the Notice.

1.4. Notice of Violation

On or about May 15, 2026, PPA served a 60-Day Notice of Violation (the "Notice") on Cappuccine, the California Attorney General, and other requisite public enforcers, alleging that Cappuccine and others violated Proposition 65 when they failed to warn consumers in California of the alleged exposures to lead from the Covered Products. To the best of the Parties' knowledge, no public enforcer has commenced or is diligently prosecuting the allegations set forth in the Notice.

1.5. No Admission

The Parties enter into this Agreement to settle disputed claims between them as set forth herein and in the Notice concerning Cappuccine's compliance with Proposition 65. Cappuccine denies the material, factual, and legal allegations contained in the Notice and maintains that the units of the Covered Products have been, and are, in compliance with all laws. Nothing in this Agreement shall be construed as an admission by Cappuccine or any of its agents of any fact, finding, conclusion, issue of law or violation of law, nor shall compliance with this Agreement constitute or be construed as an admission by Cappuccine or any of its agents of any fact, finding, conclusion, issue of law, or violation of law, such being specifically denied by Cappuccine. This Section shall not, however, diminish or otherwise affect Cappuccine's obligations, responsibilities, and duties under this Agreement.

1.6. Effective Date

For purposes of this Agreement, "Effective Date" means the date that both Parties have signed this Agreement.

2. INJUNCTIVE RELIEF

2.1. Reformulation Standard

Beginning on or before the Effective Date, Cappuccine shall be permanently enjoined from manufacturing, distributing, or selling in the State of California any units of the Covered Products that expose a person to more than 0.5 micrograms of lead per serving, as described herein, with serving size measured by the serving size specified on the Covered Products' label, unless the Covered Products meet the warning requirements under Section 2.2.

For purposes of measuring and determining the lead exposure level, Covered Products shall be tested for lead at an ISO certified laboratory via ICP-MS (inductively coupled plasma mass spectrometry ("ICP-MS")) and tested via standard protocols (for example, AOAC 2015.01 or AOAC 993.14) to a reporting limit of 7 ppb (0.007 µg-Pb/g), or equivalent validated method, if possible.

2.2. Clear and Reasonable Warning Option

As an alternative to Section 2.1, beginning on or before the Effective Date, Cappuccine shall label all units of the Covered Products manufactured for sale in California in compliance with the requirements of the California Code of Regulations, Title 27, Article 6, Clear and Reasonable Warning Requirements §§ 25601–25602, 25607.1, and 25607.2.

Cappuccine 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 Covered Products the warning applies, so as to minimize the risk of consumer confusion.

For purposes of this Agreement, a clear and reasonable warning ("Warning") for the Covered Products shall consist of the selected, currently compliant warning statement, provided in the manner described below:

(1) **WARNING:** Consuming 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/food.

(2) **WARNING:** Risk of cancer and reproductive harm from exposure to lead.

See www.P65Warnings.ca.gov/food.

OR

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

Cappuccine 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 a black outline.

2.3. E-Commerce

The Warning shall be posted on websites where Cappuccine offers Covered Products for sale to consumers in California. This Section shall be satisfied if the Warning is prominently displayed to the purchaser before completing the purchase, including via a clearly marked hyperlink using the word "WARNING," "CA WARNING," or "CALIFORNIA WARNING." To comply with this Section, Cappuccine shall (a) post the Warnings on its own U.S. website, if Cappuccine offers Covered Products for sale to California consumers through its own website; and (b) if it has the ability to do so, post the Warnings on the websites of third-party internet sellers; or, if it does not have the ability to post the Warnings on the websites of its third-party internet sellers, provide such sellers with written notice as applicable law requires. Cappuccine shall request written confirmation of receipt from each third-party seller, or its authorized agent, to which notice is provided under this Section, and shall retain such confirmation of delivery in written or electronic form for at least one (1) year.

2.4. Packaging Requirements

Cappuccine shall print or affix the warning statements to the Covered Products' packaging in accordance with Section 2.2. The Warnings shall be affixed to, displayed, or printed on the Covered Products' packaging or labeling. Where a consumer-product label includes consumer information in language(s) other than English, the warning must also be provided in the other language(s) in addition to English, as applicable law requires.

2.5. Changes in Warning Regulations or Statutes

The warning requirements set forth herein are recognized by the Parties as not being the exclusive manner of providing a warning for the Covered Products, nor does it alter Cappuccine's obligations under Proposition 65. Cappuccine is obligated to provide a Proposition 65 warning as specified in the Proposition 65 law and regulations in effect as of the Effective Date and/or as amended in the future. In the event that the State of California and/or OEHHA promulgates one or more regulations requiring or permitting warning text and/or methods of transmission different than those set forth above,

Cappuccine shall use the warning text and/or method of transmission compliant with the then-existing law and doing so shall not be deemed a breach of this Agreement. If regulations or legislation are enacted or issued providing that a Proposition 65 warning for the Covered Products is no longer required, or Proposition 65 becomes enjoined or is deemed preempted by a court of competent jurisdiction by a final, non-appealable order, a lack of warning will not thereafter be a breach of this Agreement. Moreover, this Agreement does not alter Cappuccine's continuing obligation to remain compliant with Proposition 65's warning obligations, should the law change to require a more stringent Proposition 65 warning for the Covered Products in the future.

2.6. Grace Period for Existing Inventory

Covered Products that Cappuccine sold and physically delivered to an unaffiliated distributor or retailer before the Effective Date ("Existing Inventory") may be sold without complying with Section 2 solely until the "Compliance Date," which is defined as sixty (60) calendar days after the Effective Date. As a result, the obligations of Cappuccine stated in this Section 2 do not apply to Covered Products manufactured or packaged or put into commerce until after the Compliance Date. Existing Inventory excludes Covered Products held by Cappuccine or its affiliates on the Effective Date, Covered Products shipped on or after the Effective Date, and Covered Products returned to Cappuccine and subsequently redistributed. After the Compliance Date, all remaining Existing Inventory shall comply with Section 2 before further sale or distribution in California.

3. MONETARY SETTLEMENT TERMS

3.1. Total Settlement Payment

In settlement of all claims referred to in this Agreement, Cappuccine shall pay a total of Twenty-Five Thousand Dollars ($25,000.00) ("Total Settlement Amount"). The Total Settlement Amount shall be apportioned into a Civil Penalty and Attorneys' Fees and Costs as set forth 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 Agreement, Cappuccine agrees to pay Two Thousand Five Hundred Dollars ($2,500) in civil penalties. The Civil Penalty payment shall be allocated in accordance with California Health and Safety Code §§ 25249.12(c)(1) and (d), with 75% of the Penalty remitted to OEHHA and the remaining 25% remitted to PPA. Within ten (10) business days after the Effective Date, Cappuccine shall issue a check to "OEHHA" in the amount of One Thousand Eight Hundred Seventy-Five Dollars ($1,875) and shall wire to PPA the amount of Six Hundred Twenty-Five Dollars ($625).

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:

Attn: 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 Service Delivery:

Attn: Mike Gyurics
Fiscal Operations Branch Chief
Office of Environmental Health Hazard Assessment
1001 I Street
Sacramento, CA 95814

Penalty payments to PPA and OEHHA may be made by wire or check; if by check, made out to "Akempis P.C IOLTA f/b/o PPA" and delivered to the notice address in Section 7; if by wire, wire instructions shall be provided.

3.3. Reimbursement of Fees and Costs

The Parties reached an accord on the compensation due to PPA's counsel under the general doctrine and principles of contract law. Under these legal principles, within ten (10) business days after the Effective Date, Cappuccine agrees to pay Twenty-Two Thousand Five Hundred Dollars ($22,500) to PPA's counsel for all fees and costs incurred in investigating, bringing this matter to the attention of Cappuccine, and negotiating a settlement.

Payments to PPA's counsel may be made by wire or check; if by check, made out to "Akempis P.C." and delivered to the notice address in Section 7; if by wire, wire instructions shall be provided.

3.4. Tax Documentation

PPA and its counsel shall provide an IRS Form W-9 for PPA and PPA's counsel. The Parties acknowledge that Cappuccine cannot issue payments to PPA or PPA's counsel until Cappuccine receives the requisite W-9 forms.

4. RELEASE OF ALL CLAIMS

4.1. PPA's Release of Cappuccine, Downstream Customers, and Upstream Vendors

Upon receipt of all required settlement payments pursuant to Section 3, this Settlement Agreement is a full, final and binding resolution of the "Released Claims," defined below, between PPA, for itself and its principals, officers, directors, shareholders, employees, agents, parent companies, subsidiaries, and divisions, its past and current agents, representatives, attorneys, successors and/or assignees (collectively, "Releasors") and not on behalf of the public, and (a) Cappuccine (b) each of Cappuccine's officers, directors, shareholders, members, owners, insurers, agents, representatives, affiliates, subsidiaries, successors, assigns, and distributors, and/or retailers in the stream of commerce, including but not limited to JL Hufford, Coffee & Tea Company and Amazon.com Services LLC, and any upstream or downstream entities in the distribution chain for the Covered Products, including, but not limited to vendors, licensors, licensees, auctioneers, retailers, franchisees, dealers, shareholders, cooperative members, customers, owners, purchasers, third-party re-sellers, and users, (c) Cappuccine's parent companies, corporate affiliates, subsidiaries, affiliates, doing business as entities ("DBAs"), successor companies, and their respective officers, directors, attorneys, representatives, shareholders, agents, and employees, and sister and parent entities, and (d) the employees, shareholders, officers, directors, members, managers, equity owners, insurers, attorneys, predecessors, successors and assigns of any of the entities identified in subsection (a) through (c), above (collectively "Releasees").

The "Released Claims" are 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 limited to, investigation fees, expert fees and attorneys' fees) of any nature whatsoever, whether known or unknown, fixed or contingent that can or could have been asserted based on the failure to warn about exposures to lead required under Proposition 65 in the Covered Products manufactured, sold or distributed for sale in California before the Compliance Date, as alleged in the Notice.

In further consideration of the promises and agreements herein contained, PPA and Releasors, on their own behalf and not on behalf of the public, hereby waive any and all rights they may have to institute, participate in, directly or indirectly, any form of legal action related to the Released Claims and fully release and discharge the Released Claims against Releasees, arising under Proposition 65 with respect to the alleged or actual failure to warn about exposures to lead required under Proposition 65 in the Covered Products manufactured, distributed, sold or offered for sale by Cappuccine, before the Compliance Date.

Nothing in this Section releases any claim against any person or entity with respect to products other than the Covered Products, including identical or substantially similar products sold or distributed under another brand or by another entity.

Notwithstanding the foregoing, this release does not relieve the Releasees of their duty to fulfill obligations, conditions, covenants, warranties, and representations under this Agreement or indemnification for third-party claims.

4.2. Cappuccine's Release of PPA

Cappuccine, on its own behalf and on behalf of its principals, officers, directors, shareholders, employees, agents, parent companies, subsidiaries, affiliates, and divisions, past and current agents, representatives, attorneys, successors, and/or assignees, hereby waives any and all claims against PPA and its principals, officers, directors, shareholders, employees, agents, parent companies, subsidiaries, and divisions, its past and current agents, successors, assignees, attorneys and other representatives for actions taken or statements made by PPA, its attorneys, and its other representatives, whether in investigating claims, otherwise seeking to enforce Proposition 65 against it in this matter, or with respect to the Covered Products.

4.3. California Civil Code Section 1542

It is possible that other claims not known to the Parties arising out of the Notice will develop or be discovered. PPA, on behalf of itself only, and Cappuccine, on behalf of itself only, acknowledge that this Agreement is expressly intended to cover and include all such claims through and including the Compliance Date, including all rights of action therefor. PPA and Cappuccine acknowledge that the claims released 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 Cappuccine's understanding that the commitments it has agreed to herein, and actions to be taken by Cappuccine under this Agreement 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 Cappuccine 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 Cappuccine's alleged failure to provide a warning concerning actual or alleged exposure to lead prior to use of the Covered 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 Covered Products addressed in this Agreement, provided that Cappuccine is in material compliance with this Agreement.

6. GOVERNING LAW

The terms of this Agreement shall be governed by the law of the State of California and shall apply within the State of California.

7. COMMUNICATIONS

Unless otherwise specified, all correspondence and notices required under this Agreement shall be in writing and sent by electronic mail or priority mail as follows:

For Cappuccine:

Sophia B. Castillo
Keller & Heckman LLP
Three Embarcadero Center, Suite 1420
San Francisco, CA 94111
castillo@khlaw.com

For PPA:

Emily Culbertson
Akempis PC
730 Arizona Ave, 2nd Floor
Santa Monica, CA 90401
emilyculbertson@akempis.com

Any Party may specify in writing a change of address or email address for notices and other communications.

8. ENTIRE AGREEMENT

This Agreement contains the sole and entire agreement and understanding of the Parties with respect to its subject matter, and all related prior discussions, negotiations, commitments, and understandings. No other agreements, oral or otherwise, exist to bind the Parties.

9. SEVERABILITY

If a court of competent jurisdiction holds any provision of this Agreement unenforceable, the validity of the remaining provisions shall not be adversely affected.

10. MODIFICATION

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

11. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together constitute one and the same agreement. Signatures by scanned and emailed image or facsimile transmission shall have the same force and effect as original signatures and as electronic records adopted and executed by a Party with the

intent to sign the electronic record pursuant to Civil Code §§ 1633.1 et seq.

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

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

13. AUTHORIZATION

Each Party represents that its signatory has full legal authority to enter into and legally bind it to this Agreement. Each Party further represents that it has read, understood, and agreed to all terms and conditions of this Agreement.

14. INTERPRETATION

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

IN WITNESS WHEREOF, the undersigned have caused this Settlement and Release Agreement to be duly executed, effective as of the Effective Date first set forth above.

AGREED TO:	**AGREED TO:**
Public Protection Alliance LLC	Cappuccine Specialties, Inc.
By: Emily Culbertson	By: Javier Gomez
Title: Authorized Representative for Public Protection Alliance LLC	Title: Chief Financial and People Officer Cappuccine Specialties
Date: Nov. 19, 2026	Date: 19/11/2026