

SETTLEMENT AGREEMENT

1. INTRODUCTION

1.1 Parties

This Settlement Agreement is entered into by and between Environmental Health Advocates, Inc. (“EHA”), on the one hand, and DTM LLC (“DTM”), on the other hand, with EHA and DTM each individually referred to as a “Party” and collectively as the “Parties.” EHA is a corporation in the State of California allegedly serving in the interest of the general public by seeking to promote awareness of exposures to toxic chemicals and to improve human health by reducing or eliminating hazardous substances used in consumer products. EHA alleges that DTM 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 § 25249.6 *et seq.* (“Proposition 65”).

1.2 General Allegations

EHA alleges that DTM manufactures, sells, and/or distributes for sale in California, THC-infused seltzers products that contain Δ^9 - Tetrahydrocannabinol (also known as “ Δ^9 -THC”) and that it does so without first providing the health hazard warning required by Proposition 65. Δ^9 -THC is listed pursuant to Proposition 65 as a chemical known to cause developmental/reproductive harm.

1.3 Product Description

The products covered by this Settlement Agreement are defined as and expressly limited to Δ^9 -THC-infused seltzers, including but not limited to Trail Magic Berry Basil Seltzer (“Covered Products”), that are manufactured, sold and/or distributed for sale in California by DTM.

1.4 Notice of Violation

On or around December 3, 2024, EHA served Lionheart Cider LLC, the California Attorney General, and certain other public enforcement agencies with a 60-Day Notice of Violation of Proposition 65. This Notice was subsequently amended on May 30, 2025, to add an additional address to Lionheart Cider LLC. This Notice was subsequently amended on October 10, 2025, to provide new addresses for the noticed entity, and provide a new phone number for the responsible individual, Allan Cate. This Notice was subsequently amended on May 22, 2026, to name DTM LLC as an additional manufacturer and name Fred Duran as a new responsible individual (“Notices”). The Notices alleged

that DTM had violated Proposition 65 by failing to sufficiently warn consumers in California of the health hazards associated with exposures to THC contained in Covered Products.

To the best of the parties' knowledge, no public enforcer has commenced or is otherwise prosecuting an action to enforce the violations alleged in the Notices.

1.5 No Admission

DTM 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 Covered Products, have been, and are, in compliance with all laws. Nothing in this Settlement Agreement shall be construed as an admission by DTM 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 DTM of any fact, finding, conclusion, issue of law or violation of law, such being specifically denied by DTM. This Section shall not, however, diminish or otherwise affect DTM'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 the Parties and both Parties have exchanged signature pages.

1.7 Compliance Date

For purposes of this Settlement Agreement, the term "Compliance Date" shall mean sixty (60) days from the Effective Date.

2. INJUNCTIVE RELIEF

2.1 General Warning Requirements

Commencing on the Compliance Date, DTM agrees any Covered Product it sells to a consumer in California shall contain a "clear and reasonable" Proposition 65 warning, within the meaning of Section 25249.6 of the Act. DTM 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 seen 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, and which listed chemical(s) is/are implicated, so as to minimize the risk of consumer confusion.

To the extent DTM sells any Covered Product to distributors or retailers in California which it knows or has reason to believe will sell Covered Product to consumers in California, DTM shall fulfill the notice requirements under Cal. Code Regs. Tit. 27, § 25600.2(b).

For purposes of this Settlement Agreement, a clear and reasonable warning for the Covered Products shall consist of a product-specific warning via one or more of the following methods: (1) A posted sign, shelf tag, or shelf sign for the consumer product at each point of display of the product; (2) Any electronic device or process that automatically provides the warning to the purchaser (not applicable to internet purchases, which are subject to the provisions of § 25602(b)); or (3) A warning directly affixed to the product's label or tag. Specifically, the following statement must be utilized:

- 1)  **“WARNING:”** Consuming this product during pregnancy exposes your child to delta-9-THC, which can affect your child's behavior and learning ability. For more information go to www.P65Warnings.ca.gov/cannabis.

The triangle above shall be yellow on the warning statement. Where the sign, label, or shelf tag for the product is not printed using the color yellow, the symbol may be printed in black and white. The symbol shall be placed to the left of the warning text, in a size no smaller than the height of the word, “WARNING.” Where a sign, labeling, or label as defined in Section 256001.1 is used to provide a warning that 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.

As set forth in Cal. Code Regs. Tit. 27, § 25602(b), to the extent Covered Products are sold online, a warning that complies with the content requirements of Cal. Code Regs Tit. 27, § 25607.41 must be provided via of the following methods: (1) A warning on the product display page; (2) A clearly marked hyperlink using the word “WARNING” on the product display page that links to the warning; or (3) An otherwise prominently displayed warning provided to the purchaser prior to completing the purchase. For purposes of this section, a warning is not prominently displayed if the purchaser must search for it in the general content of the website. These requirements extend to any

websites under the exclusive control of DTM where Covered Products are sold to consumers in California. In addition, DTM shall instruct any third-party website to which it directly sells its Covered Products that it knows sells Covered Products to consumers in California to include the same online warning, as set forth above, as a condition of selling the Covered Products in California.

There shall be no obligation for DTM to provide a warning for Covered Products that entered inventory or the stream of commerce prior to the Compliance Date, and the Section 4 release applies to all such Covered Products.

(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 Proposition 65 warning text and/or methods of transmission applicable to the Covered Products and the chemical at issue, which are different than those set forth above, DTM shall be entitled to use, at its discretion, such other warning text and/or method of transmission without being deemed in breach of this Agreement. If regulations or legislation are enacted providing that Proposition 65 warnings as to Δ^9 -THC in this product are no longer required, a lack of warning by DTM will not thereafter be a breach of this Agreement.

2.2 Grace Period for Existing Inventory of Covered Products

The injunctive requirements of Section 2 shall not apply to Covered Products that are already in inventory or the stream of commerce as of the Compliance Date, which Covered Products are expressly subject to the releases provided in Section 4.1. For the avoidance of doubt, Covered Products in inventory or the stream of commerce specifically include, but are not limited to, Covered Products in the process of manufacture.

2.3 Correction Notice

In the event that DTM is allegedly not in compliance with Section 2 of this Settlement Agreement, DTM, upon receiving a written notice of non-compliance (“Correction Notice”), may bring the Covered Products into compliance or demonstrate that the Covered Products are already compliant within thirty (30) days of receipt of the Correction Notice.

3. MONETARY SETTLEMENT TERMS

3.1 Civil Penalty Payment

Pursuant to Health and Safety Code § 25249.7(b)(2), and in settlement of all claims alleged in the Notices and/or referred to in this Settlement Agreement, DTM 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 EHA. DTM shall issue two separate checks or wire transfers for the initial civil penalty payment to (a) “OEHHA” and (b) Environmental Health Advocates, Inc. as follows:

- One payment of \$1,500.00 to OEHHA, due fourteen (14) business days after the Effective Date.
- One payment of \$500.00 to EHA, due fourteen (14) business days after the Effective Date.

All payments owed to OEHHA (EIN: 68-0284486), pursuant to this Section shall be sent via check or wire transfer directly to OEHHA (Memo Line "Prop 65 Penalties") at the following addresses:

For United States Postal Service Delivery:

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

For Non-United States Postal Service Delivery:

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

All penalty payments owed to EHA shall be sent via check or wire transfer to:

Environmental Health Advocates
225 Broadway, Suite 1900

San Diego, CA 92101

3.2 Attorney Fees and Costs

The Parties reached an accord on the compensation due to EHA and its counsel under the private attorney general doctrine and principles of contract law. Under these legal principles, DTM agrees to pay nineteen thousand dollars (\$19,000.00) to EHA and its counsel for a portion of fees and costs incurred in investigating, bringing this matter to the attention of DTM, and negotiating a settlement. The nineteen thousand dollars (\$19,000.00) in Attorney's Fees and Costs shall be payable to Entorno Law, LLP as one payment of \$19,000.00, due fourteen (14) business days after the Effective Date.

All payments required under this Section shall be made payable to Entorno Law, LLP and sent via check or wire transfer to:

Isaac Fayman
Entorno Law, LLP
225 Broadway, Suite 1900
San Diego, CA 92101

At DTM's sole discretion, all payments made pursuant to this Settlement Agreement may be made via wire transfer, with EHA's counsel to provide DTM with the wire transfer instructions upon DTM's request.

3.3 Tax Documentation

DTM agrees to provide a completed IRS 1099 after the year pursuant to IRS guidelines for its payments to, and EHA agrees to provide IRS W-9 forms for, each of the payees under this Settlement Agreement. The Parties acknowledge that DTM cannot issue any settlement payments pursuant to Section 3.1 and 3.2 above until after DTM receives the requisite W-9 forms from EHA's counsel.

4. CLAIMS COVERED AND RELEASED

4.1 EHA's Release of DTM

This Settlement Agreement is a full, final, and binding resolution of all claims between EHA, on its own behalf and not on behalf of the public, and DTM for all claims that can or could have been asserted by EHA, on its own behalf, on behalf of its past and current agents, representatives, attorneys, successors and assignees, against DTM and each of its respective past, present, and future parents, subsidiaries, affiliated entities under common ownership, directors, officers, members, employees,

attorneys, and any entity, including, but not limited to each entity to whom DTM directly or indirectly distributes or sells the Covered Products, including, but not limited to, its upstream suppliers, downstream distributors, online marketplaces, wholesalers, customers, retailers, franchisees, cooperative members and licensees (including but not limited to Lionheart Cider LLC) (“Releasees”), based on the failure to warn about exposures to Δ^9 -THC required under Proposition 65 in the Covered Products manufactured, sold or distributed for sale in California by DTM before the Compliance Date, as alleged in the Notices, or for any other reason. All Covered Products in inventory or the stream of commerce as of the Compliance Date shall be released pursuant to this provision.

In further consideration of the promises and agreements herein contained, EHA on its own behalf and not on behalf of the public, on behalf of its past and current agents, representatives, attorneys, successors and assignees hereby waives any and all rights it may have to institute or participate in, directly or indirectly, any form of legal action and releases all claims against DTM and Releasees including, without limitation, all actions and causes of action, suits, liabilities, demands, obligations, damages, costs, fines, penalties, losses or expenses including, but not exclusively, investigation fees, expert fees and attorney fees arising under Proposition 65 with respect to the alleged or actual failure to warn about exposures to Δ^9 -THC required under Proposition 65 in the Covered Products manufactured, distributed, sold or offered for sale by DTM, before the Compliance Date.

4.2 DTM's Release of EHA

DTM, on its own behalf and on behalf of its past and current agents, representatives, attorneys, successors, and assignees, hereby waives any and all claims against EHA and its attorneys and other representatives, for any and all actions taken or statements made by EHA 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 Covered Products.

4.3 California Civil Code Section 1542

It is possible that other claims not known to the Parties arising out of the facts alleged in the Notices and relating to the Covered Products will develop or be discovered. EHA on behalf of itself only, on one hand, and DTM on behalf of itself only, on the other hand, acknowledge that this

Settlement Agreement is expressly intended to cover and include all such claims up through the Compliance Date. The Parties acknowledge that the claims released in Sections 4.1 and 4.2 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.

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

5. PUBLIC BENEFIT

It is DTM's understanding that the commitments it has agreed to herein, and actions to be taken by DTM under this Settlement 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 DTM 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 DTM's alleged failure to provide a warning concerning actual or alleged exposure to Δ^9 -THC 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 Settlement Agreement, provided that DTM is in material compliance with this Settlement Agreement.

6. SEVERABILITY

If, subsequent to the execution of this Settlement Agreement, any provision of this Settlement Agreement is held by a court to be unenforceable, the validity of the remaining provisions shall not be adversely affected unless the provision found unenforceable is determined to be essential to the overall purpose of the Settlement Agreement. 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 Settlement Agreement.

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.

8. ENFORCEMENT

In any action to enforce the terms of this Settlement Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees and costs.

9. 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 DTM:

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

For EHA:

Noam Glick
Entorno Law, LLP
225 Broadway, Suite 1900
San Diego, CA 92101

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.

10. 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.

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

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

12. MODIFICATION

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

13. REPRESENTATIONS AND WARRANTIES

EHA and its counsel, on behalf of themselves, 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 DTM and/or the Releasees 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 DTM and/or the Releasees, including, but not limited to, any claim regarding DTM's and/or the Releasees' products and/or any claim related to Prop. 65; and (iii) have no present intention to solicit others to initiate claims against DTM and/or the Releasees. EHA 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 DTM and/or the Releasees.

14. AUTHORIZATION

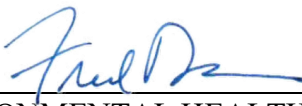
The undersigned are authorized to execute this Settlement Agreement on behalf of their respective Parties and have read, understood, and agree to all of the terms and conditions of this Settlement Agreement.

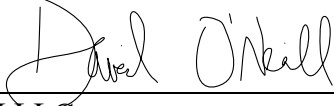
AGREED TO:

AGREED TO:

Date: 7/31/26

Date: 7/10/2026

By: 
ENVIRONMENTAL HEALTH
ADVOCATES, INC.

By: 
DTM LLC