

SETTLEMENT AGREEMENT
AND GENERAL RELEASE

This Settlement Agreement and General Release (“Settlement Agreement”) is made and entered into by and between Environmental Working Group (“EWG” or “Plaintiff”) and Tyson Foods, Inc. (“Tyson” or “Defendant”). EWG and Tyson are collectively referred to herein as the “Parties.”

RECITALS

A. On or about September 18, 2024, EWG filed a lawsuit in the Superior Court for the District of Columbia captioned *Environmental Working Group v. Tyson Foods, Inc.*, No. 2024-CAB-005935 (the “Lawsuit”). EWG’s Complaint in the Lawsuit is incorporated herein verbatim for the purpose of identifying EWG’s allegations, claims, and request for relief.

B. EWG alleges that Tyson’s public statements regarding Tyson’s Climate-Smart Beef Program and Tyson’s ambition to achieve net-zero greenhouse gas emissions by 2050 are false and misleading to consumers because, given the scale of Tyson’s emissions, achieving these commitments would require radical changes to Tyson’s beef production, and Tyson has no plan and has taken no meaningful steps to achieve this.

C. Tyson denies all allegations made by EWG and contends that it has invested significant resources into its pursuit of its Net Zero 2050 Ambition, including by investing over \$65 million to reduce greenhouse gas emissions relating to its beef products. Tyson further denies that EWG or any person is entitled to an award of any monetary, declaratory, injunctive, or any other type of relief from Tyson based on the conduct alleged in the Lawsuit.

D. The Parties desire to compromise and settle all of the disputes between them that exist or have existed that relate to Tyson’s Climate Smart Beef Claims and Tyson’s Emissions Claims, as those terms are defined herein, and all allegations asserted by EWG in the Lawsuit.

AGREEMENT

In consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Definitions

(a) **“Climate Smart Beef Claims”** shall mean Tyson’s public representations that Tyson has, had, or will have a “Climate-Smart” beef program or practices, that Tyson is, was, or will be engaged in efforts to decarbonize beef (including with respect to carbon dioxide, methane, nitrous oxide, or other greenhouse gases), or that Tyson’s beef has, had, or will have lower greenhouse gas emissions than conventional beef.

(b) **“Emissions Claims”** shall mean Tyson’s public representations that Tyson has or had an ambition, pledge, commitment, or ability to achieve net-zero greenhouse gas emissions by the year 2050 (or other date certain), or that Tyson is or was undertaking activities to achieve net-zero greenhouse gas emissions by the year 2050 (or other date certain).

2. Settlement Benefit Terms

(a) For a period beginning on the date this Settlement Agreement is fully executed and running for five (5) years thereafter, Tyson shall neither make new nor repeat old Emissions Claims, unless and until an expert mutually agreed upon by the Parties (the “Expert”) verifies that each such claim(s) has been substantiated and is valid.

(b) For a period beginning on the date this Settlement Agreement is fully executed and running for five (5) years thereafter, Tyson shall:

- (i) neither make new nor repeat old Climate Smart Beef Claims; and
- (ii) not market, sell, or promote in the United States the “Brazen Beef” product

line or any beef product described as “climate smart” or “climate friendly,” unless and until the Expert verifies that the claim(s) can be substantiated and are valid.

(c) The Parties shall meet and confer in good faith in an effort to mutually agree on who will serve as the Expert as soon as practicable under the circumstances, but no later than sixty (60) days after Tyson makes a request for such a meet-and-confer. The Parties shall continue to negotiate in good faith until a mutually agreed upon expert is identified. A Party’s decision not to consent to proposed experts based on a perceived bias shall not be considered a breach of this Settlement Agreement.

(d) “Substantiated” in this context means satisfactorily demonstrating a reasonable probability that the stated goals and aspirations (the Claims) are factually and practically achievable and not merely illusory, and that Tyson has taken, is taking, or will take demonstrable steps adequate to reach its stated goal.

(e) Any determination made by the Expert, along with the Expert’s reasoning and any evidence the Expert relied on, must be shared with both Parties. Any materials provided to the Expert, as well as the Expert’s report, reasoning, and relied-upon evidence, shall be treated by the Parties as confidential and may not be shared with any third party, except in the case of a breach of this Agreement, in which case disclosure may be permitted for purposes of enforcement of this Agreement.

(f) EWG shall pay the expert and Tyson will reimburse EWG for the cost of the expert within thirty (30) days of the Expert’s report.

(g) Within forty (40) days of the date this Settlement Agreement is fully executed, Tyson shall suspend publishing and remove all published Emissions Claims and Climate Smart

Beef Claims from any location or platform within Tyson's possession, custody, or control.

(h) Nothing in this Settlement Agreement shall prevent Tyson from making statements that are necessary to comply with any legally required reporting obligations, including obligations under federal, state, local, or foreign laws or regulations.

3. General Release and Discharge

Release by Plaintiff. EWG, along with its employees, its (c)(4) organization, and its assigns (collectively, the "EWG Releasors") hereby release and forever discharge Tyson, including, but not limited to, Tyson's past, present and future officers, directors, stockholders, attorneys, agents, servants, representatives, employees, parent corporations, subsidiaries, predecessors and successors-in-interest, assigns, and insurers ("Tyson Releasees"), from any and all past or present claims, demands, causes of action, rights, damages, costs, attorneys' fees, expenses, and compensation of any nature whatsoever, no matter what theory of recovery may exist that the EWG Releasors now have or may hereafter accrue or otherwise acquire, arising out of the allegations in the Lawsuit that have or could have been brought, by EWG Releasors against Tyson Releasees, including without limitation any and all known or unknown claims for declaratory, injunctive, monetary, or any other type of relief or for personal, property, economic and non-economic injuries, and the consequences thereof that have resulted or may result from the acts or omissions of Tyson Releasees alleged in the Lawsuit.

Tyson hereby releases and discharges any claim it may have against EWG for recovery of fees or costs incurred in defending the Lawsuit.

4. Stipulation of Dismissal

Within five (5) days from the date that this Settlement Agreement is fully executed, Plaintiff shall file with the Court a joint stipulation of dismissal pursuant to D.C. Super. Ct. R. Civ. P. 41(a)(1)(ii) dismissing the action and all of Plaintiff's claims with prejudice.

5. Tax Considerations

Tyson makes no warranty or representation of tax consequences, if any, of this Settlement Agreement or the Settlement Benefit Terms. Plaintiff and its attorneys acknowledge and agree that they are solely responsible for the payment of any and all federal, state, city, or local taxes which might be due and owing as a result of any term contained in this Settlement Agreement. The Parties acknowledge that no tax advice has been offered or given by either Party, their attorneys, agents or any other representatives, in the course of these negotiations, and the Parties are relying upon their own judgment or the advice of their own tax consultant(s) with regard to any tax consequences that may arise as a result of the execution of this Settlement Agreement. Plaintiff and its attorneys understand and agree that despite any other provision of this Settlement Agreement, Tyson and its attorneys are authorized to report all payments made pursuant to this Settlement Agreement to the U.S. Internal Revenue Service ("IRS") and other federal, state, and local taxing authorities. The Parties agree to provide documentation to allow each Party to comply with its obligations under applicable tax laws. The documentation provided shall be an IRS Form W9 from each organization serving as Plaintiff's counsel provided to Tyson's counsel. Tyson shall provide each organization serving as Plaintiff's counsel with an IRS Form 1099, issued to the groups designated in the Confidential Addendum for the amounts set forth therein.

6. Disclaimer of Liability by Tyson

Plaintiff agrees and acknowledges its acceptance of the Settlement Terms and other considerations specified in this Settlement Agreement as a full and complete compromise of matters involving disputed issues in the Lawsuit; that neither the consideration offered by Tyson, nor the negotiations for this settlement—including all statements or communications by Tyson and its attorneys or representatives—shall be considered admissions; and that no past or present wrongdoing or liability on the part of Tyson shall be implied by such payment or negotiations.

7. Warranties and Representations

The signatories to this Settlement Agreement warrant that they are of legal age, that they are under no legal disability of any kind, and that they are fully and completely competent to execute and deliver this Settlement Agreement.

(a) The Parties further warrant and represent:

- (i) That in entering into this Settlement Agreement, EWG and Tyson have relied solely upon the legal advice of their own respective attorneys, who are the attorneys of their own choice, and the advice of any other legal or other professional as EWG or Tyson or their respective attorneys may have deemed appropriate, and neither EWG nor Tyson has relied upon the representations of the other or the other's attorneys, in deciding whether to accept this settlement;
- (ii) That EWG and Tyson have each read this Settlement Agreement in full and agree to be bound by the terms, conditions, and effects of this Settlement Agreement;
- (iii) That EWG has personally and/or through its attorneys of record investigated, to EWG's full satisfaction, the facts surrounding the various claims,

controversies and disputes, and is fully satisfied with the terms and effects of this Settlement Agreement;

- (iv) That EWG and Tyson have the sole right and exclusive authority to execute this Settlement Agreement; and that Plaintiff has not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims, demands, obligations, or causes of action referred to in this Settlement Agreement; and
- (v) That the Lawsuit is the only action which EWG has brought against Tyson Releasees for the alleged injuries, anticipated injuries, damages, losses, and/or conduct described in the Lawsuit.

(b) To the fullest extent permissible under applicable law, Plaintiff's attorneys represent and warrant on behalf of themselves, their law firms, and all other lawyers co-advising on this matter that except for Plaintiff who is a Party to this Agreement, they have not been retained by any other individual or entity as of the date of this Settlement Agreement with any claim against Tyson at issue in this Lawsuit. Nothing in this Paragraph shall be construed as a restriction of Plaintiff's attorneys' right to practice in contravention of any applicable professional conduct rules.

8. Destruction or Return of Documents and "Protected Material"

The Parties and their attorneys agree to comply with the terms of the Protective Order entered on March 21, 2025, in the Lawsuit, including, without limitation, their obligation pursuant to Paragraph 39 of that Protective Order, *see* Protective Order at 15 (D.C. Super. Ct. Mar. 21, 2025), to either (a) return to Tyson's attorneys Protected Material (as defined in the Protective Order); or (b) securely destroy Protected Material and certify in writing to Tyson's attorneys that such return or destruction has occurred. The return or destruction of documents and written

certification, upon the request of Tyson, must be completed within sixty (60) days after the Joint Stipulation of Dismissal is filed and docketed on the D.C. Superior Court docket for this action.

9. Confidentiality and Characterization of Subject Matter

This Settlement Agreement is not confidential and may be shared with whomever the Parties choose. However, the Parties and their attorneys agree to keep strictly confidential the amount of attorneys' fees, expenses, costs, and consideration paid to EWG as set forth in a separate confidential addendum to this Agreement, and not to disclose these amounts to any other person or entity, except to the extent necessary to comply with a request for information from the Court in which the action is pending, or from a federal, state, or local governmental agency.

This Settlement Agreement shall not be admissible against Tyson or EWG for any purpose, including impeachment, in any court of competent jurisdiction, unless a claim or defense arising out of the Settlement Agreement is being asserted. In the event EWG or its attorneys receives (a) a request for information concerning this Settlement Agreement from a federal, state, or local governmental agency, or (b) a subpoena seeking information concerning this Settlement Agreement, EWG or its attorneys shall first give prompt notice thereof to Tyson.

In addition, EWG, including its attorneys and other agents, shall not make public statements that state that the settlement confirmed or established that Tyson's Climate Smart Beef and Emissions Claims were false or misleading. Tyson, including its attorneys and other agents, shall not make public statements that state that the settlement confirmed or established that Tyson's Climate Smart Beef and Emissions Claims were not false or misleading.

The Parties and their counsel may disclose this Settlement Agreement and all of its terms, including those in the confidential Addendum, to their attorneys, accountants, tax preparers, or management or board of directors as required to effectuate the terms of this settlement or account

for it, as required, on the financial statements, books and records, or for tax purposes. The Parties agree that terms of this Paragraph 9 are material and essential provisions of this Settlement Agreement.

10. Entire Agreement

This Settlement Agreement and the confidential Addendum to it contain the entire agreement between EWG and Tyson with regard to the matters set forth herein and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors, and assigns of each. This Settlement Agreement supersedes all prior agreements or understandings between the Parties, whether written or oral, relating to the subject matter hereof and incorporates the entire understanding of the Parties with respect thereto.

This Settlement Agreement shall become final, irrevocable, and absolute upon its execution. This Settlement Agreement may be amended, modified or altered at any time upon the approval of the Parties; however, any such amendment must be in writing and signed by all Parties or their counsel in order for such amendment to be of any force and effect.

11. No Adverse Construction

It is the intention of the Parties that the terms of this Settlement Agreement be interpreted by their plain and ordinary meaning, unless specifically defined otherwise in this Settlement Agreement. In the event that any part of this Settlement Agreement is found to be ambiguous, such ambiguity shall not be construed against either of the Parties.

12. Severability

If any provision of this Settlement Agreement is for any reason held invalid, illegal, or unenforceable, such provision shall be severed and shall not affect any other portion of this Settlement Agreement.

13. Applicable Law

This Settlement Agreement shall be construed and interpreted in accordance with the laws of the District of Columbia.

14. Attorneys' Fees in the Event of Breach

In the event of any dispute or controversy arising out of this Settlement Agreement, the prevailing Party in any proceeding, be it a legal proceeding in court or a proceeding that takes place by agreement of the Parties, such as arbitration, shall be entitled to recover reasonable attorneys' fees and costs.

15. Additional Documents

The Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Settlement Agreement.

16. Effective Date

This Settlement Agreement shall become effective immediately upon execution by all the Parties.

17. Counterparts

This Settlement Agreement may be executed in counterparts. Copies of the Settlement Agreement and signatures scanned and e-mailed or sent by facsimile shall have the same effect as originals.

ACCEPTED AND AGREED:



ENVIRONMENTAL WORKING GROUP

Dated: 11/12/2025

EARTHJUSTICE
(counsel for Plaintiff)

By: Carrie Apfel
Carrie Apfel

Dated: 11/12/2025

FARMSTAND
(counsel for Plaintiff)

By: Kelsey Eberly
Kelsey Eberly

Dated: 11/12/2025

ANIMAL LEGAL DEFENSE FUND
(counsel for Plaintiff)

By: Amanda Howell
Amanda Howell

Dated: 11/12/2025

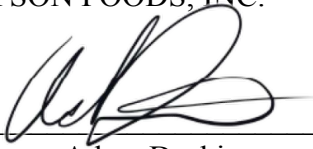
EDELSON
(counsel for Plaintiff)

By: Aaron Colangelo
Aaron Colangelo

Dated: 11/12/2025

ACCEPTED AND AGREED:

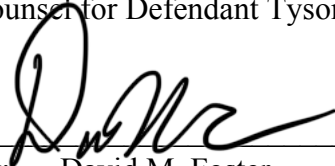
TYSON FOODS, INC.



By: Adam Deckinger
General Counsel

Dated: 11/13/2025

HOGAN LOVELLS US LLP
(counsel for Defendant Tyson Foods, Inc.)



By: David M. Foster

Dated: 11/13/2025