

## SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”), effective November 10, 2020 (the “Effective Date”), is entered into by and among the following:

1. Youngevity International Corp., and any respective successors, assigns, and agents (“Youngevity”);
2. Wakaya Perfection, LLC, dba Bulavita, Todd Smith, any respective successors, assigns, and agents (collectively, “Wakaya”);

Each of the foregoing may be referred to individually as a “Party” and together as the “Parties.”

A. WHEREAS, Youngevity filed the following two lawsuits against Wakaya, which may be referred to collectively as the “Lawsuits”:

- a. On March 14, 2017, Youngevity filed, *Youngevity v. Wakaya, et al.*, CGC-17-557537 (Cal. Super. Ct.);
- b. On July 24, 2018, Youngevity filed *Youngevity v. Wakaya, et al.*, CGC-18-568344 (Cal. Super. Ct.).

The Lawsuits were based on allegations contained in Youngevity’s August 2, 2016 and May 22, 2018 Notices of Violations served on Wakaya Perfection LLC (the “Notices”). Youngevity also served the Notices on the California Attorney General, other public enforcers, and Wakaya. On March 20, 2019, the Superior Court of California, County of San Francisco consolidated the Lawsuits, with CGC-17-557537 as the lead case.

B. WHEREAS, the Parties acknowledge that after Youngevity notified Wakaya of Proposition 65 warning violations, Wakaya alleges that it complied with Proposition 65’s warning requirements, and there remains no need for the Parties to continue litigation. In order to fully resolve all claims, demands, and allegations regarding the Notices and Lawsuits and for the purpose of avoiding prolonged litigation, the Parties now desire to reach a global resolution of all claims asserted by or against them in the Lawsuits.

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

### Agreements

1. Dismissal of the Lawsuits with Prejudice. No later than 15 days after this Agreement is executed by all Parties, Youngevity shall file stipulations of dismissal, stipulating that each Lawsuit is dismissed with prejudice, as forth in the attached form: [CIV-110 Request for Dismissal \(ca.gov\)](#).

2. Notification to Attorney General of Settlement. No later than 15 days after this Agreement is executed by all Parties, Youngevity shall submit this Settlement Agreement to the California Attorney General, taking all actions necessary to notify the Attorney General that the Parties have reached a resolution. The Parties further agree to use their best efforts to resolve any concerns the Attorney General may have and to ensure that the Lawsuits are Dismissed.

3. General Release. The Parties, on behalf of themselves and their successors, assigns, agents, and any other party claiming on their behalf, agree to and hereby do provide a full and final release of any and all known or suspected actions, causes of action, suits, claims, and demands of any nature whatsoever, whether at law, equity, or otherwise, accrued or unaccrued, asserted or not asserted, which any Party has or may have had against any other Party arising out of or related to any matter or event, action or inaction, commission or omission that has occurred or failed to occur prior to the Effective Date of this Agreement, including but not limited to those relating to or arising out of the facts and allegations giving rise to the Lawsuits, as well as any other pending lawsuits that may have been filed by the Parties but not served, and specifically including any intellectual property claims (the "Released Claims").

4. Compromise and No Admission of Liability. This Agreement and the mutual general releases contained herein effect the compromise and settlement of disputed and contested claims, and nothing contained herein shall be construed as an admission by any Party of any liability of any kind to any other Party or non-party.

5. Final Agreement. The Parties hereto acknowledge, declare, and agree that the terms of this Agreement are fully understood and voluntarily accepted. The Parties acknowledge that there has been no duress in the execution of this Agreement, that there have been no promises or commitments made that are not set forth in this Agreement, and that no defense exists to the enforcement of this Agreement.

6. Take Necessary Actions. The Parties shall execute and deliver all documents, provide all information, take all such action as may be necessary or appropriate to achieve the purposes of this Agreement and refrain from taking all such action as may interfere with or frustrate achievement of the purposes of this Agreement.

7. Attorney Fees, Costs, and Expenses. The Parties shall bear their own attorney fees, costs, and expenses associated with the Lawsuits. Notwithstanding the preceding sentence, if any action, proceeding, or motion is brought to enjoin, enforce, or construe the terms of this Agreement, the prevailing Party shall be entitled to recover reasonable attorney fees, costs, and expenses, including expert expenses, incurred therein.

8. Mandatory Arbitration and Waiver of Jury Trial. Any claims, actions, causes of action, suits, or demands arising under this Agreement shall be resolved by binding arbitration. Such arbitration shall be conducted in San Diego, California on a confidential basis and pursuant to the Commercial Arbitration Rules in effect at the time of the dispute and administered by the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorney fees, consistent

with section 7 of this Agreement. Any award or decision shall be binding upon the parties with no right of appeal. If for any reasons the provisions of this section requiring mandatory arbitration are declared unenforceable, void, or voidable, or if any action or judicial proceeding is permitted, each Party waives any right to have a trial by jury. Notwithstanding the foregoing, a Party may seek injunctive relief in a court of competent jurisdiction.

9. Representation by Counsel. Each Party represents and warrants that it has been fully counseled concerning the matters addressed in this Agreement and enters into this Agreement of his/its own free will and represents that he/it has obtained all information believed to be relevant to making a decision to enter into this Agreement, and has not relied on any representations made by other Parties that are not set forth in this Agreement.

10. Governing Law. This Agreement is governed by the laws of the state of California and shall be deemed to have been made in California. This Agreement shall be deemed to have been drafted by each of the Parties hereto, each Party having contributed to its creation, and no provision shall be construed against any Party on the theory that that Party was the drafter of the provision.

11. Notices. Any notice or communication required under this Settlement Agreement shall be effective when received and sufficient if given by email, and shall be addressed as follows:

For the Youngevity Parties: Youngevity International and/or Steve Wallach,  
swallach@youngevity.com  
and  
Eric J. Awerbuch, Esq.  
Emord & Associates, P.C.  
2730 S. Val Vista, Dr., Bldg. 6, Ste. 133  
Gilbert, AZ 85295  
Eawerbuch@emord.com

For the Wakaya Parties: Wakaya Perfection LLC and/or  
Todd Smith, tsmith@bulavita.com  
and  
Parr Brown Gee & Loveless  
Jonathan Hafen, jhafen@parrbrown.com  
Jonathan Schofield, jschofield@parrbrown.com  
Cynthia Love, clove@parrbrown.com

12. Authorized to Sign. All Parties signing this Agreement represent and warrant to each other Party that they are authorized to do so, and that their signature for any entity is duly and fully authorized.

13. Integration Clause. This Agreement constitutes the sole and entire agreement of the Parties relating to the subject matter of this Agreement. No promise or inducement has been offered or made to any of the Parties contrary to or in addition to the statements contained in this

Agreement. Each Party has asked all questions deemed necessary or desirable by him/it or his/its legal counsel in order to evaluate the terms of this Agreement to the satisfaction of such Party. This Agreement is executed without reliance upon any other statement or representation by any Party.

14. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal, or unenforceable under any applicable law or rule, the validity, legality, and enforceability of the other provisions of this Agreement will not be affected or impaired thereby.

15. Amendment. This Agreement may not be modified or amended, nor may any term or provision be waived or discharged, except in writing signed by the Parties. No waiver of any provision of the Agreement shall be effective unless it is in writing and signed by the Parties, and then such waiver or consent shall be effective only in the specific instances and for the specific purposes for which given and shall not act as a waiver of any future obligations or duties. Failure of any Party to insist upon strict observance of or compliance with all of the terms of this Agreement in one or more instances shall not be deemed to be a waiver of a Party's right to insist upon such observance or compliance with the other terms of this Agreement or with such term in the future.

16. Binding Agreement. All covenants and agreements contained in the Agreement shall bind and inure to the benefit of the respective heirs, executors, administrators, successors, and assigns of the Parties.

17. Counterparts. This Agreement may be executed in counterparts, and legible facsimile signatures shall be deemed originals.

BY EXECUTING THIS AGREEMENT, EACH OF THE PARTIES HERETO EVIDENCES THAT SUCH PARTY CAREFULLY READ AND FULLY UNDERSTANDS ALL OF THE PROVISIONS OF THIS AGREEMENT. EACH PARTY HERETO FURTHER ACKNOWLEDGES THAT, IN EXECUTING THIS AGREEMENT, SUCH PARTY HAS NOT RELIED ON ANY PROMISE OF FUTURE BENEFIT OR ANY STATEMENT OF ANY OF THE PARTIES HERETO, OR ANYONE REPRESENTING ANY OF THE PARTIES HERETO, WHETHER WRITTEN OR ORAL, NOT SET FORTH IN THIS AGREEMENT. EACH PARTY EXECUTING THIS AGREEMENT ACKNOWLEDGES THAT HE/SHE/IT DOES SO VOLUNTARILY AND OF HIS/ITS OWN FREE WILL AND CHOICE.

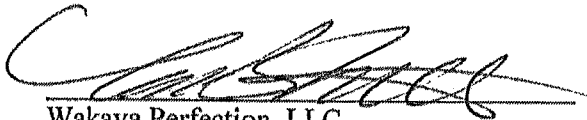
IN WITNESS WHEREOF, the foregoing terms of this Agreement are hereby acknowledged and agreed to:

  
Youngevity International Corp.

By: Steve Cwelech

Title: CEO


Date: 2-10-2021

  
Wakaya Perfection, LLC

By: TODD B. SMITH

Title: Manager

Date: 2-17-2021

  
Todd Smith

Date: 2-17-2021

Approved as to form:



Counsel for the Youngevity Parties

By: Eric Awerbuck

Date: 2-10-2021



Counsel for the Wakaya Parties

By: Jonathan R. Schofield

Date: 2/17/21