

**SETTLEMENT AGREEMENT BETWEEN APS&EE, LLC AND JUVO PLUS,  
INC.**

**1. RECITALS**

**1.1 The Parties**

**1.1.1** This Settlement Agreement (“Agreement”) is entered into by and between APS&EE, LLC (“APS&EE”) and Juvo Plus, Inc. (“Juvo Plus”). APS&EE and Juvo Plus shall hereinafter collectively be referred to as the “Parties”.

**1.1.2** APS&EE is an organization based in California with an interest in protecting the environment, improving human health and the health of ecosystems, and supporting environmentally sound practices, which includes promoting awareness of exposure to toxic chemicals and reducing exposure to hazardous substances found in consumer products.

**1.1.3** APS&EE alleges that Juvo Plus is a company in the course of doing business as the term is defined in California *Health & Safety Code* section 25249.6 et seq. (“Proposition 65”).

**1.2 Allegations**

**1.2.1** APS&EE alleges that Juvo Plus sold “Bright Creations” brand of Faux Leather Fabric Sheets, including the faux snakeskin, identified by APS&EE as Mfg Part No. 2.69193e+006 (hereinafter the “Products”) in the State of California causing users in California to be exposed to Di (2-ethylhexyl) Phthalate (“DEHP”) and Di-n-Butyl Phthalate (“DBP”) without providing “clear and reasonable warnings”, in violation of Proposition 65. DEHP and DBP are potentially subject to Proposition 65 warning requirements because DEHP is listed as known to cause cancer and reproductive toxicity, and DBP is listed as known to cause birth defects and other reproductive harm.

**1.2.2** On August 24, 2021, APS&EE provided a Sixty-Day Notice of Violation (the “Notice”), along with a Certificate of Merit, to Juvo Plus, eForCity LLC,

Walmart Inc., and the various public enforcement agencies regarding the alleged violation of Proposition 65 with respect to the Products.

### **1.3 No Admissions**

Juvo Plus denies all allegations in APS&EE's Notice and maintains that the Products have been, and are, in compliance with all laws, and that Juvo Plus has not violated Proposition 65. This Agreement shall not be construed as an admission of liability by Juvo Plus but to the contrary as a compromise of claims that are expressly contested and denied. However, nothing in this section shall affect the Parties' obligations, duties, and responsibilities under this Agreement.

### **1.4 Compromise**

The Parties enter into this Agreement in order to resolve the controversy described above in a manner consistent with prior Proposition 65 settlements and consent judgments that were entered in the public interest and to avoid prolonged and costly litigation between them.

### **1.5 Effective Date**

The "Effective Date" shall be the date upon which a complete and fully executed copy of the Agreement is delivered to each Party or its counsel.

## **2. INJUNCTIVE RELIEF AND REFORMULATION**

### **2.1 Reformulation**

As of the Effective Date, Juvo Plus shall not manufacture, sell, or distribute the Products for sale in California unless (a) the Products contain no more than 1,000 parts per million (0.1%) of DEHP and DBP ("Reformulated Product"), or (b) the Product is distributed, sold, or offered for sale with a clear and reasonable warning as described below in Section 2.2.

### **2.2 Clear And Reasonable Warnings**

For any Products that are not Reformulated Products, such Products shall be accompanied by a clear and reasonable warning. Juvo Plus shall provide a warning statement substantially similar to the following:

**WARNING:** This product can expose you to chemicals including di(2-ethylhexyl) phthalate (DEHP), which are 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).<sup>1</sup>

The warning shall be accompanied by a symbol consisting of a black exclamation point in a yellow equilateral triangle with a bold black outline. Where the label 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 text of the warning, in a size no smaller than the height of the word "WARNING".

The Products shall carry said warning directly on each unit, label, or package, with such conspicuousness as compared with other words, statements or designs as to render it likely to be read and understood by an ordinary consumer prior to sale. A Product that is sold by Juvo Plus on the internet to persons located in California shall also provide the warning message by a clearly marked hyperlink on the product display page, or otherwise prominently displayed to the purchaser before the purchaser completes his or her purchase of the Product. For Products that Juvo Plus provides for a downstream entity to sell on the internet, Juvo Plus shall include an instruction that the entity comply with the warning requirements of this section unless Juvo Plus otherwise is able to directly provide the online warning on the website of such downstream entity.

### **2.3 Additional Warnings Required or Permitted By Law or Regulation**

In addition to the warning requirements set forth in Section 2.2 above, Juvo Plus may comply with this Agreement by using other warning text and transmission methods set forth in 27 Cal. Code Regs. § 25601, et seq., and amended subsequently thereafter, or other text or methods authorized or mandated by those regulations, or other State of

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<sup>1</sup> In accordance with 27 Cal. Code Regs., section 25603(a), operative Aug. 30, 2018, the warning set forth in this subsection must expressly identify at least one of the listed chemicals present in the Product, as applicable. If the warning required under this settlement addresses only DBP, then the warning shall identify that chemical as "di-n-butyl phthalate (DBP)" and shall not reference the cancer endpoint.

California regulations or legislation pertaining to Proposition 65 warnings related to such Products.

**3. PAYMENTS**

**3.1 Civil Penalty Pursuant To Proposition 65**

In settlement of all claims referred to in this Agreement, Juvo Plus shall pay a total civil penalty of one thousand dollars (\$1,000.00) to be apportioned in accordance with *Health and Safety Code* section 25249.12(c)(1) and (d), with 75% (\$750.00) for State of California Office of Environmental Health Hazard Assessment (“OEHHA”), and the remaining 25% (\$250.00) for APS&EE.

Juvo Plus shall issue these payments collectively as part of the total payment described below in Section 3.2 via wire transfer to Law Offices of Lucas T. Novak. After receipt of the wire transfer, Law Offices of Lucas T. Novak shall be responsible for forwarding the respective payments to OEHHA and APS&EE.

**3.2 Reimbursement Of APS&EE’s Fees And Costs**

Juvo Plus shall reimburse APS&EE’s reasonable experts’ and attorney’s fees and costs incurred in prosecuting the instant action, for all work performed through execution of this Agreement, in the amount of fourteen thousand dollars (\$14,000.00). Accordingly, along with the civil penalty described above in Section 3.1, Juvo Plus shall remit total payment via wire transfer to Law Offices of Lucas T. Novak in the amount of fifteen thousand dollars (\$15,000.00) within five (5) business days of the Effective Date. Wire instructions have been exchanged between the parties’ counsel.

**4. RELEASES**

**4.1 APS&EE’s Release Of Juvo Plus**

APS&EE, acting in its individual capacity, in consideration of the promises and monetary payments contained herein, hereby releases Juvo Plus, its parents, subsidiaries, affiliated entities under common ownership, shareholders, directors, members, officers, employees, attorneys, successors and assignees, as well as all persons to whom the Products are directly or indirectly distributed, including Juvo Plus’ downstream

distributors, marketplace hosts, retailers, and franchisees, including eForCity LLC and Walmart Inc., from any alleged Proposition 65 violation claims asserted in APS&EE's Notice regarding failure to warn about exposure to DEHP and DBP from the Products that Juvo Plus and its subsidiaries have sold or caused to be sold in California before and up to the Effective Date. The Parties agree that Products sold by Juvo Plus or eForCity LLC prior to and including the Effective Date are encompassed by this release even if they are sold by downstream entities after the Effective Date. The Parties further agree that compliance with Section 2 of this Agreement shall be deemed compliance with Proposition 65 as to the chemicals DEHP and DBP in the Products.

#### **4.2 Juvo Plus's Release Of APS&EE**

Juvo Plus, by this Agreement, waives all rights to institute any form of legal action against APS&EE, its shareholders, directors, members, officers, employees, attorneys, experts, successors and assignees for actions or statements made or undertaken, whether in the course of investigating claims or seeking enforcement of Proposition 65 against Juvo Plus in this matter. If any released party should institute any such action, then APS&EE's release of said released party in this Agreement shall be rendered void and unenforceable.

#### **4.3 Waiver Of Unknown Claims**

Each of the Parties acknowledges that it is familiar with Section 1542 of California Civil Code which provides 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.

Each of the Parties waives and relinquishes any right or benefit it has or may have under Section 1542 of California Civil Code or any similar provision under the statutory or non-statutory law of any other jurisdiction to the full extent that it may lawfully waive

all such rights and benefits. The Parties acknowledge that each may subsequently discover facts in addition to, or different from, those that it believes to be true with respect to the claims released herein. The Parties agree that this Agreement and the releases contained herein shall be and remain effective in all respects notwithstanding the discovery of such additional or different facts.

**5. SEVERABILITY**

Should any part or provision of this Agreement for any reason be declared by a Court to be invalid, void or unenforceable, the remaining portions and provisions shall continue in full force and effect.

**6. GOVERNING LAW**

The terms of this Agreement shall be governed by the laws of the State of California.

**7. NOTICE**

All correspondence and notice required to be provided under this Agreement shall be in writing and delivered by (a) email and (b) personally or sent by first class or certified mail addressed as follows:

<p><b>TO JUVO PLUS:</b> Steve Neufer 245 W. Foothill Blvd. Monrovia, CA 91016 Steve.neufer@juvoplus.com</p> <p>With copy to: Ann G. Grimaldi, Esq. Grimaldi Law Offices 75 Broadway Street, Suite 202 San Francisco, CA 94111 Ann.grimaldi@grimaldilawoffices.com</p>	<p><b>TO APS&amp;EE:</b> Lucas T. Novak, Esq. Law Offices of Lucas T. Novak 8335 W Sunset Blvd., Suite 217 Los Angeles, CA 90069 Lucas.nvk@gmail.com</p>
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Either side may provide the other with an alternative name and/or address for correspondence and notice, and the other side will comply with that change request.

8. **COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute the same document. Execution and delivery of this Agreement by e-mail, facsimile, or other electronic means shall constitute legal and binding execution and delivery. Any photocopy of the executed Agreement shall have the same force and effect as the originals.

9. **AUTHORIZATION**

The undersigned are authorized to execute this Agreement on behalf of their respective Parties. Each Party has read, understood, and agrees to all of the terms and conditions of this Agreement. Each Party warrants to the other that it is free to enter into this Agreement and is not subject to any conflicting obligation that will or might prevent or interfere with the execution or performance of this Agreement by said Party.

**AGREED TO:**

Date: 12/6/21

By:   
Authorized Representative of APS&EE, LLC

**AGREED TO:**

Date: 12.3.2021

By:   
Authorized Representative of Juvo Plus, Inc.