

SETTLEMENT AND RELEASE AGREEMENT

1. **INTRODUCTION**

1.1. **Ecological Alliance, LLC and Riverside Natural Foods**

This Settlement and Release Agreement (“Settlement Agreement”) is entered into by and between Ecological Alliance, LLC ("Ecological"), on the one hand, and Riverside Natural Foods ("Riverside"), on the other hand, with Ecological and Riverside collectively referred to as the "Parties."

1.2. **General Allegations**

Ecological alleges that Riverside manufactured and distributed and offered for sale in the State of California snack bars, attached as Exhibit 1 to this agreement, containing lead, and that such sales have not included warnings pursuant to the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health & Safety Code sections 25249.6 *et seq.* ("Proposition 65"). California has identified and listed lead under Proposition 65 as a chemical known to the State of California to cause cancer, birth defects or other reproductive harm.

1.3. **Product Description**

The products that are covered by this Settlement Agreement are defined as Good & Gather snack bars, attached as Exhibit 1 to this agreement, that Riverside has sold, offered for sale or distributed in California. All such items shall be referred to herein as the "Products."

1.4. **Notice of Violation**

On September 30, 2021 & November 9, 2021, Ecological served Target Corporation, and the requisite public enforcement agencies eligible to initiate Proposition 65 actions on behalf of the People of the State of California with a document entitled "60-Day Notice of Violation" ("Notice") that provided Riverside and such public enforcers with notice that Riverside was

allegedly in violation of California Health & Safety Code section 25249.6 for failing to warn consumers and customers that the Products exposed users in California to lead. 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 Settlement Agreement to settle disputed claims between them as set forth herein and in the Notice concerning Riverside's compliance with Proposition 65. Riverside denies the material factual and legal allegations contained in Ecological's Notice and maintains that all products that it has manufactured for sale and distribution in California, including the Products, have been and are in compliance with Proposition 65 or any other statutory, regulatory, common law or equitable doctrine. Nothing in this Settlement Agreement shall be construed as an admission by Riverside of any fact, finding, issue of law, or violation of law; nor shall compliance with this Settlement Agreement constitute or be construed as an admission by Riverside of any fact, finding, conclusion, issue of law, or violation of law, such being specifically denied by Riverside on its behalf. However, nothing in this section shall diminish or otherwise affect the obligations, responsibilities, and duties of Riverside 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.

2. INJUNCTIVE RELIEF: REFORMULATION AND WARNINGS

As of the Effective Date, Riverside, at its sole discretion, agrees to either (a) cease selling, offering for sale or distributing the Products in California, (b) manufacture, import, or

otherwise source for authorized sale in California only Reformulated Products, as defined pursuant to Section 2.1 below, or (c) provide a clear and reasonable Proposition 65 warning on the Products pursuant to Section 2.2 below.

2.1. Reformulation Standards

The Products shall be deemed to comply with Proposition 65 with regard to Lead and be exempt from any Proposition 65 warning requirements for Lead if the level of Lead in the Products does not exceed 20 ppb (parts per billion) as determined by the average (arithmetic mean) of the results from laboratory analysis of six to ten samples of the Products randomly drawn from a lot (“Reformulated Products”). Products that were supplied or contracted to be supplied to third parties by Riverside prior to 6 months after the Effective Date shall be deemed exempted from the requirements of this Section 2 and shall be permitted to be sold through as previously manufactured, packaged and labeled.

The Reformulation Standard accounts for naturally-occurring lead levels in the ingredients of the Products based on a third-party analysis and report, and the use of best manufacturing practices. Riverside requires suppliers to provide lead testing prior to approval of every shipment to ensure use of ingredients with the lowest possible lead values, and works with suppliers continually to assess the quality of all ingredients and raw materials, including lead levels, as well as to maintain “best practices” quality control measures. previously manufactured, packaged and labeled.

2.2. Warning Option

Products that do not meet the warning exemption standard set forth in Section 2.1 above shall be accompanied by a warning as described in Section 2.3 below. This warning requirement shall only be required as to Products that are manufactured, distributed, marketed, imported, sold, shipped for sale or offered for sale to consumers by Riverside in the State of California. No Proposition 65 warning shall be required for any Products that are supplied or contracted to be

supplied to third parties by Riverside prior to 6 months after the Effective Date, and all such Products are hereby deemed to be exempt from Proposition 65 enforcement.

2.3. Warning Language

(a) Where required to meet the criteria set forth in Section 2.2, Riverside shall display one of the following warning statements on the packaging label of the Products that do not meet the warning exemption standard set forth in Section 2.1 above:

(1) **WARNING:** Consuming this product can expose you to chemicals including Lead, which [is] 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/food

(2) **WARNING:** [Cancer and] Reproductive Harm--
www.P65Warnings.ca.gov/food

Riverside may use “cancer and” in the warning at its option. Riverside may include the names of additional chemicals in the warning if they are present in the Products at a level that Riverside reasonably believes would require a Proposition 65 warning.

(b) The requirements for warnings, set forth in subsection (a) above, are imposed pursuant to the terms of this Settlement Agreement. The Parties recognize that these are not the exclusive methods of providing a warning under Proposition 65 and its implementing regulations. Riverside shall be deemed to be in compliance with the warning requirements of this Settlement Agreement by either adhering to this Section 2.3 or by complying with the Proposition 65

warning requirements adopted by the State of California Office of Environmental Health Hazard Assessment (“OEHHA”) as of or after the Effective Date.

(c) If Proposition 65 warnings for Lead should no longer be required, Riverside shall have no further obligations pursuant to this Settlement Agreement.

3. PENALTIES PURSUANT TO HEALTH & SAFETY CODE SECTION 25249.7(b)

In settlement of all the claims referred to in this Settlement Agreement, Riverside shall pay a total of \$10,000 in civil penalties in accordance with this Section. The penalty payment will be allocated in accordance with California Health & Safety Code section 25249.12(c)(1) & (d), with 75% of the funds remitted to the California Office of Environmental Health Hazard Assessment (“OEHHA”) and the remaining 25% of the penalty remitted to Ecological. Ecological's counsel shall be responsible for delivering OEHHA's portion of any penalty payment made under this Settlement Agreement.

4. REIMBURSEMENT OF FEES AND COSTS

The Parties reached an accord on the compensation due to Ecological and its counsel under the private attorney general doctrine and principles of contract law. Under these legal principles, Riverside shall reimburse Ecological's counsel for fees and costs, incurred as a result of investigating and bringing this matter to Riverside's attention. Riverside shall pay Ecological's counsel \$74,000 for all attorneys' fees, expert and investigation fees, and related costs associated with this matter and the Notice.

5. PAYMENT INFORMATION

By May 20, 2022, Riverside shall make a total payment of Eighty-Four Thousand Dollars (\$84,000) for the civil penalties and attorney's fees / costs by wire transfer to Plaintiff's counsel Custodio & Dubey LLP:

Bank: Bank of America, N.A.

Routing No.: 026009593

Account No.: 325132729125

Beneficiary: Custodio & Dubey LLP

Other than this payment, each side is to bear its own attorneys' fees and costs.

6. **RELEASE OF ALL CLAIMS**

6.1. **Release of Riverside, Downstream Customers and Upstream Vendors**

In further consideration of the promises and agreements herein contained, and for the payments to be made pursuant to Sections 3 and 4 above, Ecological, on behalf of itself, its past and current agents, representatives, attorneys, successors and/or assignees, hereby waives all rights to institute or participate in, directly or indirectly, any form of legal action and releases all claims including, without limitation, 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 (collectively "Claims"), against (a) Riverside, (b) Riverside's manufacturers, (c) each of Riverside's downstream distributors (including but not limited to Target Corporation), wholesalers, vendors, licensors, licensees, auctioneers, retailers, franchisees, dealers, shareholders, cooperative members, customers, owners, purchasers, users, (d) Riverside's parent companies, corporate affiliates, subsidiaries, doing business as entities ("DBAs"), successor companies, and their respective officers, directors, attorneys, representatives, shareholders, agents, and employees, and sister and parent entities, (e) any third party purchaser (and its parent companies, corporate affiliates, subsidiaries, DBAs, successor companies, and their respective officers, directors, attorneys, representatives, shareholders,

agents, and employees, and sister and parent entities) of the Products and related business from Riverside, and (f) any third-party re-seller(s) who sold, offered for sale or distributed the Products in California, whether such actions were authorized by Riverside or unauthorized (collectively "Releasees").

Ecological also, on behalf of itself, its past and current agents, representatives, attorneys, successors, and/or assignees and *not* in its representative capacity, provides a general release herein which shall be effective as a full and final accord and satisfaction, as a bar to all actions, causes of action, obligations, costs, expenses, attorneys' fees, damages, losses, claims, liabilities and demands of any nature, character or kind, known or unknown, suspected or unsuspected, against Riverside and the Releasees. Ecological acknowledges that it is familiar with California Civil Code section 1542, 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.

Ecological, in its capacity only, and on behalf of itself, its past and current agents, representatives, attorneys, successors, and/or assignees expressly waives and relinquishes any and all rights and benefits which it may have under, or which may be conferred on it by the provisions of California Civil Code section 1542 as well as under any other state or federal statute or common law principle of similar effect, to the fullest extent that it may lawfully waive such rights or benefits pertaining to the released matters.

6.2. Riverside's Release of Ecological

Riverside waives any and all claims against Ecological, its attorneys and other representatives, for any and all actions taken or statements made (or those that could have been taken or made) by Ecological and its attorneys and other representatives, whether in the course of

investigating claims or otherwise seeking enforcement of Proposition 65 against it in this matter, and/or with respect to the Products.

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. In the event that Proposition 65 is repealed or is otherwise rendered inapplicable by reason of law generally, or as to the Products, then Riverside shall have no further obligations pursuant to this Settlement Agreement.

8. NOTICES

Unless specified herein, all correspondence and notices required to be provided pursuant to this Settlement Agreement shall be in writing and personally delivered or sent by:

(i) electronic mail; or (ii) overnight courier on any party by the other party at the following addresses:

For Riverside: Joseph Green, Esq.
Kelley Drye & Warren LLP
Washington Harbour,
Suite 400, 3050 K Street, NW
Washington, DC 20007

For Ecological: Vineet Dubey, Esq.
Custodio & Dubey LLP
445 S. Figueroa St., Suite 2520
Los Angeles, CA 90071

Any party, from time to time, may specify in writing to the other party a change of address or electronic mail to which all notices and other communications shall be sent.

9. COUNTERPARTS; FACSIMILE/E-SIGNATURES

This Settlement Agreement may be executed in counterparts and by facsimile or e-signatures, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

10. COMPLIANCE WITH HEALTH & SAFETY CODE SECTION 25249.7(f)

Ecological agrees to comply with the reporting form requirements referenced in California Health & Safety Code § 25249.7(f).

11. ENTIRE AGREEMENT

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

12. MODIFICATION

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

13. 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.

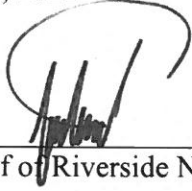
AGREED TO:	AGREED TO:
Date: April __, 2022	Date: April 20, 2022
By: _____ On Behalf of Ecological Alliance, LLC	By:  On Behalf of Riverside Natural Foods

Exhibit 1

Product Name (all products listed below are "Good & Gather Date & Nut Bars" or "Good & Gather Protein Bars" as noted)	F#	Product Descriptor
Chocolate Chip Cookie Dough Date & Nut Bars	F31177 F31190 F31188	GAUS-CV-PF-ChocChipCkieDgh-DB-6x5x45g GAUS-CV-PF-ChocChCkieDough-DB-6x10x22g GAUS-CV-PF-ChocChCkieDough-DB-6x10x45g
Cashew Butter Chocolate Chip Date & Nut Bars	F31178 F31189	GAUS-CV-PF-CashButrChocCh-DB-6x5x45g GAUS-CV-PF-CashButrChocCh-DB-6x10x22g
Lemon Bar Date & Nut Bars	F31179	GAUS-CV-PF-Lemon-DB-6x5x45g
Cashew Cookie Date & Nut Bars	F31180	GAUS-CV-PF-CashCkie-DB-6x5x45g
Apple Pie Date & Nut Bars	F31181	GAUS-CV-PF-AppPie-DB-6x5x45g
Banana Chocolate Chip Date & Nut Bars	F31182	GAUS-CV-PF-BanChocChip-DB-6x5x45g
Maple Nut Protein Bars	F31191	GAUS-CV-PF-MapleNut-DB-6x4x52g
Chocolate Protein Bars	F31192	GAUS-CV-PF-Chocolate-DB-6x4x52g
Coconut Chocolate Protein Bars	F31193	GAUS-CV-PF-CocoChocolate-DB-6x4x52g
Cashew Butter Chocolate Chip Protein Bars	F31194	GAUS-CV-PF-CashButrCh-DB-6x4x52g
Blueberry Protein Bars	F31195	GAUS-CV-PF-Blueberry-DB-6x4x52g
Blueberry Muffin Date & Nut Bars	F31221	GAUS-CV-PF-BlueBMuffin-DB-6x5x45g
Cashew Coconut Chocolate Chip Date & Nut Bars	F31222	GAUS-CV-PF-CashCocoChocChip-DB-6x5x45g
Vanilla Almond Date & Nut Bars	F31223	GAUS-CV-PF-VanAlm-DB-6x5x45g
Pumpkin Pie Date & Nut Bars	F31233	GAUS-CV-PF-PumpPie-DB-6x5x45g
Hot Cocoa Date & Nut Bars	F31234	GAUS-CV-PF-HotCocoa-DB-6x5x45g

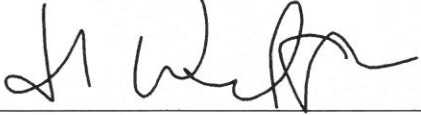
AGREED TO:	AGREED TO:
Date: April 21, 2022	Date: April __, 2022
By:  On Behalf of Ecological Alliance, LLC	By: _____ On Behalf of Riverside Natural Foods

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Cashew Butter Chocolate Chip Date & Nut Bars	F31178 F31189	GAUS-CV-PF-CashButrChocCh-DB-6x5x45g GAUS-CV-PF-CashButrChocCh-DB-6x10x22g
Lemon Bar Date & Nut Bars	F31179	GAUS-CV-PF-Lemon-DB-6x5x45g
Cashew Cookie Date & Nut Bars	F31180	GAUS-CV-PF-CashCkie-DB-6x5x45g
Apple Pie Date & Nut Bars	F31181	GAUS-CV-PF-AppPie-DB-6x5x45g
Banana Chocolate Chip Date & Nut Bars	F31182	GAUS-CV-PF-BanChocChip-DB-6x5x45g
Maple Nut Protein Bars	F31191	GAUS-CV-PF-MapleNut-DB-6x4x52g
Chocolate Protein Bars	F31192	GAUS-CV-PF-Chocolate-DB-6x4x52g
Coconut Chocolate Protein Bars	F31193	GAUS-CV-PF-CocoChocolate-DB-6x4x52g
Cashew Butter Chocolate Chip Protein Bars	F31194	GAUS-CV-PF-CashButrCh-DB-6x4x52g
Blueberry Protein Bars	F31195	GAUS-CV-PF-Blueberry-DB-6x4x52g
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