

SETTLEMENT AND RELEASE AGREEMENT

1. INTRODUCTION

1.1. Clean Product Advocates, LLC and Greenleaf Foods, SPC DBA Lightlife Foods

This Settlement Agreement is entered into by and between Clean Products Advocates, LLC (“CPA”), on the one hand, and Greenleaf Foods, SPC DBA Lightlife Foods (“Greenleaf Foods”), on the other hand, with CPA and Greenleaf Foods each referred to as a “Party” and collectively referred to as the “Parties.”

1.2. General Allegations

CPA alleges that Greenleaf Foods either imported, and/or manufactured and/or distributed and sold or offered for sale in the State of California “Plant Based Hot Dogs” 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.* and its implementing regulations (“Proposition 65”). Greenleaf Foods denies the allegations. 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 all sizes and forms of packaging of Plant Based Hot Dogs that Greenleaf Foods has either imported, and/or manufactured, and/or distributed and sold or offered for sale, directly or indirectly, in California, or will do so in the future. All such past, current and future items shall be referred to herein as the “Products.”

1.4. Notice of Violation

CPA provided a letter dated 11/22/2022 to Stater Bros. Markets; Lightlife Foods, Inc.; Maple Leaf Foods, Inc. and the requisite public enforcement agencies eligible to initiate Proposition 65 actions on behalf of the People of the State of California entitled “60-Day Notice of Violation” (“Notice”) that provided Greenleaf Foods and such public enforcers with notice that Greenleaf Foods 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 Greenleaf Foods’ compliance with Proposition 65. Greenleaf Foods denies the material factual and legal allegations contained in CPA’s Notice and maintains that all products that it has manufactured for sale and distribution in California,

2.2. Warning Option

Products manufactured by or for Greenleaf Foods after six months after the Effective Date that do not meet the Reformulation 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 do not meet the Reformulation Standard set forth in Section 2.1 that are manufactured, distributed, marketed, imported, sold, shipped for sale or offered for sale to consumers by Greenleaf Foods in the State of California. No Proposition 65 warning shall be required for any Products that are Sold Through Products or for Products that are not sold to California consumers.

2.3. Warning Language

(a) When required under Section 2.2, Greenleaf Foods shall display one of the following warning statements on the packaging or label of the Products that do not meet the Reformulation 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 Greenleaf Foods may use "cancer and" in the warning at its option. Greenleaf Foods may include the names of additional chemicals in the warning if they are present in the Products at a level that Greenleaf Foods 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. Greenleaf Foods 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 are not, or no longer are required, Greenleaf Foods shall have no further obligations pursuant to this Settlement Agreement.

(d) **INTERNET** - Product that is sold by Greenleaf Foods on its own proprietary website 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.

(e) **FOREIGN LANGUAGE** - If the Product has "consumer information" as defined for purposes of Proposition 65 in a foreign language, then the package or label must also contain the warning in the foreign language.

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

As a full accord and satisfaction and resolution of all potential civil penalties and attorney's fees, costs and any other expenses incurred by CPA or its counsel in connection with the Notice and this Settlement Agreement, Greenleaf Foods shall pay the total settlement amount of Seventeen Dollars (\$17,000) (The "Settlement Amount") as set forth below.

3.1 Civil Penalties to Health & Safety Code 25249.7(B):

One Thousand Dollars (\$1,000) of the Settlement Amount shall be considered a "civil penalty" pursuant to California Health and Safety Code. Greenleaf Foods shall issue two separate checks within fifteen (15) business days of the Effective Date for a total amount of One Thousand Dollars (\$1,000) as follows, and all payments shall be delivered to the addresses listed below.

3.1 (a) One Check made payable to the State of California's Office of Environmental Health Hazard Assessment ("OEHHA") in the amount of Seven Hundred and Fifty Dollars (\$750), representing 75% of the total civil penalty; and

3.1 (b) One check payable to "Clean Product Advocates, LLC" in the amount of Two Hundred and Fifty Dollars (\$250), representing 25% of the total civil penalty.

3.2 Attorney's Fees and Costs:

Sixteen Thousand Dollars (\$16,000) of the total Settlement Amount shall be paid to Cliffwood Law Firm, PC by a check issued within fifteen (15) business days of the Effective Date, as CPA's attorneys, for reasonable investigation fees, and costs, attorney's fees, and any other cost incurred as a result of investigating and bringing this matter to Greenleaf Foods's attention.

4. PAYMENT PROCEDURES

4.1 All Payments owed to OEHHA, pursuant to section 3.1(a) shall be delivered directly to OEHHA (Memo line "Prop 65 Penalties NOV #2022-02804") at the following address:

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

4.2 All Payments owed to CPA, pursuant to Section 3.1(b) shall be delivered to:

c/o CPA
Attn: Elham Shabatian
Cliffwood Law Firm, PC
Los Angeles, CA 90025

4.3 All Payments owed to Cliffwood Law Firm, PC pursuant to Section 3.2, shall be delivered to:

Cliffwood Law firm, PC
Attn: Elham Shabatian
Los Angeles, CA 90025

4.4 PROOF OF PAYMENT

A copy of the check payable to OEHHA, shall be mailed or emailed to Cliffwood Law firm, PC, approximately simultaneously with payment to Cliffwood Law Firm, PC at the address set forth above, as proof of payment to OEHHA. CPA agrees to provide taxpayer identification information for all payees promptly upon request of Greenleaf Foods (within two business days) to allow processing of the checks. The due dates for such payments shall be extended for each day beyond two business days that CPA does not provide the necessary taxpayer identification information.

5. RELEASE OF ALL CLAIMS

5.1. Release of Greenleaf Foods, 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, CPA, on behalf of itself and its respective owners, principals, shareholders, officers, directors, employees, parents, subsidiaries its past and current agents, representatives, attorneys, predecessors, successors and/or assignees (collectively, "Releasers"), hereby waives all rights to institute or participate in, directly or indirectly, any form of legal action and fully releases all claims relating to the Products, 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) Greenleaf Foods; and (b) each of Greenleaf Foods's direct and indirect downstream distributors in the stream of commerce (including but not limited to Stater Bros. and other retailers or distributors) and any other upstream or downstream entities in the distribution chain for the Products, including, but not limited to, importers, manufacturers, distributors, wholesalers, vendors, licensors, licensees, auctioneers, retailers, franchisees, dealers, shareholders, cooperative members, customers, owners, purchasers, third-party re-sellers, and users, (c) Greenleaf Foods' parent companies, corporate affiliates, subsidiaries, doing business as entities ("DBAs"), predecessor or successor companies, and their respective officers, directors, attorneys, representatives, shareholders, agents, and employees, and sister and parent entities, and (d) the employees, shareholders, officers, directors, members, managers, equity owners, insurers, attorneys, predecessors, successors and assigns of any of the entities identified in subsection (a)–(c), above (collectively "Releasees"). CPA also, on behalf of itself, its past and current agents, representatives, attorneys, predecessors, successors, and/or assignees and *not* in its representative capacity, provides a general release herein to Releasees 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 Greenleaf Foods and the Releasees. For the sake of clarity, CPA expressly agrees that the releases of claims in this Section 5.1 apply to all Sold Through Products.

including the Products, have been and are in compliance with Proposition 65 and any other statutory, regulatory, common law or equitable doctrine. Nothing in this Settlement Agreement shall be construed as an admission against interest by Greenleaf Foods 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 against interest by Greenleaf Foods of any fact, conclusion, issue of law, or violation of law, such being specifically denied by Greenleaf Foods on its behalf. However, nothing in this section shall diminish or otherwise affect the obligations, responsibilities, and duties of Greenleaf Foods 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 and both Parties have notice of such execution.

2. INJUNCTIVE RELIEF: REFORMULATION AND WARNINGS

As of the Effective Date, Greenleaf Foods, at its sole discretion, agrees to either (a) cease selling, offering for sale or distributing the Products in California, or (b) manufacture, import, or otherwise source for authorized sale in California only Products that meet the Reformulation Standard, as defined pursuant to Section 2.1 below, or (c) provide a clear and reasonable Proposition 65 warning pursuant to Section 2.2 below on the Products. The obligations of (a), (b) or (c) in the foregoing sentence, as applicable, first apply to Products that are manufactured on or after six months after the Effective Date.

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 when Lead levels do not exceed 0.5 micrograms per daily serving, as Greenleaf Foods shall determine in accordance with Proposition 65 ("Reformulation Standard"). The foregoing warning requirements shall not apply to Products that are or were manufactured by or for Greenleaf Foods prior to six months after the Effective Date. All such Products shall be deemed exempted by this Settlement Agreement from the requirements of this Section 2 and shall be permitted to be sold by any person at any time without Proposition 65 warnings (the "Sold Through Products").

The amount of Lead that constitutes an exposure for purposes of this Agreement shall be determined by the amount of Lead in the Product (in micrograms per gram) multiplied by the number of grams of Product denoted in the Nutrition Facts panel to equal one serving of the Product (the label does not recommend multiple servings in one day). In determining the amount of Lead in the Product for the foregoing calculation, Greenleaf Foods shall use the average of multiple test results, based on at least three (3) and up to seven (7) test results of Lead in the Product. In any enforcement proceeding by CPA, Greenleaf Foods shall be entitled to assert, at its option, any and all legal defenses available to it in any such proceeding. Prior to enforcement by CPA, the Parties shall meet and confer in good faith regarding any such alleged violation of this Settlement Agreement and endeavor to amicably resolve any dispute.

5.2 Greenleaf Foods's Release of CPA

Greenleaf Foods, on behalf of itself, its past and current agents, representatives, attorneys, successors and/or assignees, hereby waives any and all claims against CPA, her attorneys and other representatives, for any and all actions taken or statements made by CPA and/or her attorneys and other representatives, whether in the course of investigating claims or otherwise seeking to enforce Proposition 65 against it in this matter or with respect to the Products up through the Effective Date.

5.3 California Civil Code § 1542.

It is possible that other claims not known to the Parties arising out of the facts alleged in the Notice and relating to the Products will develop or be discovered. CPA on behalf of itself only, on one hand, and Greenleaf Foods, on the other hand, acknowledge that this Agreement is expressly intended to cover and include all such claims up through the Effective Date, and with respect to Sold Through Products, including all rights of action thereof. The Parties acknowledge that the claims released in §§ 5.1 and 5.2, above, may include unknown claims, and nevertheless waive California Civil Code § 1542 as to any such unknown claims. California Civil Code § 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.

CPA and Greenleaf Foods each acknowledge and understand the significance and consequences of this specific waiver of California Civil Code § 1542.

6. 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 Greenleaf Foods shall have no further obligations pursuant to this Settlement Agreement. On and after the Effective Date, as between CPA and Greenleaf Foods, compliance with this Settlement Agreement by Greenleaf Foods shall constitute compliance with Proposition 65 with respect to alleged Lead in the Products. CPA agrees to comply with the reporting obligations of Cal. Health & Safety Code Section 25249.7(f).

7. 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 Greenleaf Foods, SPC DBA Lightlife Foods:

Judith M. Praitis
Faegre Drinker Biddle & Reath LLP
1800 Century Park East, Suite 1500
Los Angeles, CA 90067

For Clean Product Advocates, LLC:

Elham Shabatian Esq.
Cliffwood Law Firm, PC
Los Angeles, CA 90025

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.

8. 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.

9. 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. This Settlement Agreement is enforceable solely by the Parties hereto.

10. MODIFICATION

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

11. 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.

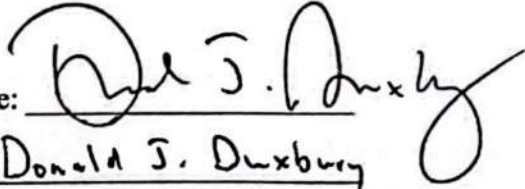
12. PUBLIC BENEFIT.

It is CPA's and Greenleaf Foods' understanding that the commitments Greenleaf Foods has agreed to herein, and actions to be taken by Greenleaf Foods under this Settlement Agreement, would 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 the Parties that to the extent any other private party initiates an action alleging a violation of Proposition 65 with respect to Greenleaf Foods' failure to provide a warning concerning alleged exposure to Lead prior to use of the Products it has imported, manufactured, distributed, sold, or offered for sale in

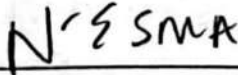
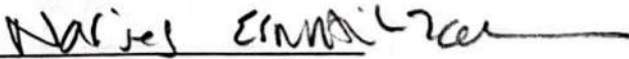
California, or will import, manufacture, distribute, sell, or offer for sale in California, such private party action would not confer a significant benefit on the general public as to those Products addressed in this Settlement Agreement, provided that Greenleaf Foods is in material compliance with this Settlement Agreement.

Agreed to:

Date: November 30, 2023

Signature: 
Name: Donald J. Duxbury
Title: VP Finance and Administration

Date: November 30, 2023

Signature: 
Name: 
Title: 