

## **SETTLEMENT AGREEMENT AND RELEASE**

### **1. INTRODUCTION**

#### **1.1 CalSafe Research Center, Inc and Euroasia's Organics, Inc.**

This Settlement Agreement and Release (“Agreement”) is entered into by and between CalSafe Research Center, Inc. (“CRC”), on the one hand, and Euroasia’s Organics, Inc. dba Naturevibe Botanicals (“Euroasia”) on the other hand, with CRC and Euroasia each individually referred to as a “Party” and collectively as the “Parties.”

#### **1.2 General Allegations**

CRC alleges that Euroasia has exposed individuals to lead from its manufacturing, distribution, sales and/or offering for sale certain products, specified in Section 1.3 below, in the state of California containing lead without first providing a “clear and reasonable warning” as required by Health and Safety Code §§ 25249.5 *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 and birth defects or other reproductive harm. Euroasia denies these allegations.

#### **1.3 Product Descriptions**

The product covered by this Agreement is defined as “Naturevibe Botanicals, Moringa capsules (including, but not limited to UPC# X001ULXTYN)” (“Product”) that Euroasia allegedly manufactured, distributed, and sold and/or offered for sale in California containing lead at a concentration greater than 0.5 micrograms per serving, with serving size measured by the serving size specified on the label of the Product.

#### **1.4 Notice of Violation**

On March 8, 2024, CRC served Euroasia, the California Attorney General and the other public enforcement agencies eligible to initiate Proposition 65 actions on behalf of the People of the State of California, with a 60-Day Notice of Violation of Proposition 65, AG No. 2024-00944 (“Notice”). The Notice alleged that Euroasia is in violation of California Health & Safety Code section 25249.6 *et seq.* for failing to sufficiently warn consumers and customers in California of harm that may potentially result from the alleged exposures to lead from the Product.

To the best of the Parties' knowledge, no public enforcer has commenced or is diligently prosecuting the alleged violations in the Notice.

#### **1.5 No Admission**

Euroasia denies the material, factual and legal allegations in the Notice and maintains that all of the products it manufactured, distributed, sold and/or offered for sale in California, including the Product, have been, and are, in compliance with all laws, including Proposition 65. By executing this Agreement, Euroasia and its affiliates and subsidiaries, parents, directors, officers, agents, employees, attorneys, representatives, shareholders, successors, and assigns and each entity to whom Euroasia directly or indirectly distributes or sells the Product, including, but not limited to, downstream distributors, wholesalers, customers, retailers, marketplace retailers,

franchisees, cooperative members and licensees, including, but not limited to, Amazon.com, do not admit any facts or conclusions of law, including, but not limited to, any facts or conclusions of law regarding any violation of Proposition 65, or any other statutory, regulatory, common law, or equitable doctrine. Nothing in this Agreement, nor compliance with its terms, shall constitute or be construed, considered, offered, or admitted as evidence of an admission or evidence of fault, wrongdoing, or liability by Euroasia in any administrative or judicial proceeding or litigation in any court, agency, or forum. Notwithstanding the allegations in the Notice, Euroasia maintains that it has not knowingly manufactured or distributed, or caused to be manufactured or distributed, the Product for sale in California in violation of Proposition 65. This Section shall not, however, diminish or otherwise affect Euroasia's obligations, responsibilities, and duties under this Agreement.

### **1.6 Effective Date**

For purposes of this Agreement, the term "Effective Date" shall mean the date this Agreement is fully executed by the Parties.

## **2. INJUNCTIVE RELIEF: WARNING**

### **2.1 Commitment to Warn**

Beginning on the Effective Date, Euroasia shall be permanently enjoined from manufacturing for sale in the State of California, "Distributing into the State of California," or directly selling in the State of California, Product that exposes a person to an exposure level of more than 0.5 micrograms of lead per serving, with serving size measured by the serving size specified on the label of the Product, unless it meets the warning requirements under Section 2.2.

As used in Section 2.1, the term "Distributing into the State of California" shall mean to directly ship the Product into California for sale in California or to sell the Product to a distributor that Euroasia knows will sell the Product in California.

### **2.2 Warning**

The warning requirements set forth in this Section 2 shall apply only to the Product that Euroasia directly manufactures, distributes, markets, sells, or ships for sale in the State of California after the Effective Date.

### **2.3 Warning Requirements**

Commencing on the Effective Date, Euroasia agrees that any Product distributed, sold or offered for sale in California shall contain a Proposition 65 warning. Any warnings provided pursuant to this Section 2 must be provided in such a conspicuous and prominent manner, as compared with other words, statements, designs, or devices, that will allow the message to be seen and understood by an ordinary individual under customary conditions prior to exposure.

For purposes of this Agreement, a clear and reasonable warning for the Product shall consist of a warning affixed to the packaging, label, tag, or directly to each of the Products sold or distributed in California by Euroasia or on a placard, shelf tag, sign or electronic device or automatic process, that contains either of the following statements:

- 1) **WARNING:** Consuming this product can expose you to lead, which is 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](http://www.P65Warnings.ca.gov/food).

**Or**

Euroasia may, at its option, use the words “**CA WARNING:**” or “**CALIFORNIA WARNING:**” instead of only the word “**WARNING:**” for the following warnings.

- 2) **WARNING:** Risk of cancer and reproductive harm from exposure to lead. See [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food).

**Or**

**WARNING:** Can expose you to lead, a carcinogen and reproductive toxicant. See [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food).

- (a) Where a consumer product sign, label or shelf tag used to provide a warning includes consumer information in a language(s) other than English, the warning must also be provided in the other language(s) in addition to English.
- (b) The warning shall be posted on any websites under the exclusive control of Euroasia where Products are sold into California or alternatively, Euroasia must ensure California purchasers receive the warning prior to checkout, as provided for in 27 Cal. Code of Regulations sections 25601 et seq., or as the regulations may be subsequently amended.
- (c) The Parties recognize that the warning methods above are not the exclusive methods of providing a “clear and reasonable” warning under Proposition 65 and its implementing regulations, and agree that other warnings that comply with Proposition 65 may be used.
- (d) If Proposition 65 warnings for lead should no longer be required, Euroasia shall have no further obligations pursuant to this Agreement.
- (e) The use of warnings consistent with this Agreement shall constitute compliance with Proposition 65 with respect to the Products and for any Product in existing inventory that had not been reformulated and which were distributed and/or sold by Euroasia after the Effective Date. There shall be no obligation for Euroasia to provide a warning for Products that entered the stream of commerce prior to the Effective Date, and the Section 6 release applies to all such Products.

#### **2.4 Changes in Warning Regulations or Statutes**

In the event that the Office of Environmental Health Hazard Assessment (“OEHHA”) promulgates one or more regulations requiring or permitting Proposition 65 warning text and/or methods of transmission applicable to the Product or the chemical at issue, which are different than those set forth above, Euroasia shall be entitled to use, at its discretion, such other warning text and/or method of transmission without being deemed in breach of this Agreement. If

regulations or legislation are enacted that modify the current safe harbor regulations, Euroasia is and will be considered in compliance with Proposition 65 if the warning meets the provisions of this Agreement. Moreover, if regulations or legislation are enacted providing that a Proposition 65 warning for the Product is no longer required, a lack of warning by Euroasia will not thereafter be a breach of this Agreement.

### **2.5 Grace Period for Existing Inventory of Products**

The injunctive requirements of Section 2 shall not apply to Product that is already in the stream of commerce as of the Effective Date, which Product is expressly subject to the releases provided in Section 4.

## **3. MONETARY SETTLEMENT TERMS**

### **3.1 Total Settlement Payment**

In full satisfaction of all potential civil penalties, attorneys' fees, and costs, Euroasia shall make a total settlement payment of Twenty Thousand Dollars (**\$20,000.00**) ("Total Settlement Amount"). The Total Settlement Amount shall be apportioned into a Civil Penalty and Attorney's Fees and Costs as set forth in Sections 3.2 and 3.3 below.

### **3.2 Civil Penalty Payment**

Pursuant to Health and Safety Code § 25249.7(b)(2), and in settlement of all claims alleged in the Notice or referred to in this Settlement Agreement, Euroasia agrees to pay Two Thousand Dollars (**\$2,000.00**) in civil penalties. The penalty payment will be allocated in accordance with California Health and Safety Code §§ 25249.12(c)(1) & (d), with 75% of the penalty amount (\$1,500.00) paid to OEHHA and the remaining 25% of the penalty amount (\$500.00) retained by CRC.

### **3.3 Attorney's Fees and Costs**

The Parties reached an accord on the compensation due to CRC and its counsel under the private attorney general doctrine and principles of contract law. Under these legal principles, within thirty (30) days of the Effective Date, Euroasia agrees to pay Eighteen Thousand Dollars (**\$18,000.00**) to CRC and its counsel for all fees and costs incurred in investigating, bringing this matter to the attention of Euroasia, and negotiating a settlement.

The payment shall be made in two (2) installment payments as follows

- The first installment of Three Thousand Dollars (**\$3,000.00**) shall be due within thirty (30) days of the Effective Date.
- The second installment of Fifteen Thousand Dollars (**\$15,000.00**) shall be due within sixty (60) days of the Effective Date.

If the first installment payment of Three Thousand Dollars (**\$3,000.00**) is made within thirty (30) days of the Effective Date, then the second installment payment of Fifteen Thousand Dollars (**\$15,000.00**) shall be waived.

The \$5,000.00 payment, encompassing both the civil penalty portion and attorney's fees and cost portion, shall be sent via wire to:

**Wire Instructions:**

Account Name: The Law Offices of Joseph R. Manning  
Bank Name: J.P. Morgan Chase Bank, N.A.  
Bank Address: 2967 Michelson Dr, Ste A, Irvine, CA 92612  
Wire Routing / ABA Number: 021000021  
Swift Code: CHASUS33  
Account Number: 579068902

For further benefit of: Civil Penalty Payment and Attorney's Fees and Costs File No. P65-0753

**3.4 Tax Documentation**

Euroasia agrees to provide a completed IRS 1099 form for its payments to, and CRC and Manning Law agree to provide IRS W-9 forms for each of the payees under this Settlement Agreement. The Parties acknowledge that Euroasia cannot issue any settlement payments pursuant to Section 3 above until after Euroasia receives the requisite W-9 forms from CRC's counsel.

**4. RELEASE OF ALL CLAIMS**

**4.1 CRC's Release of Euroasia, Downstream Customers, and Upstream Vendors**

In further consideration of the promises and agreements herein contained, and for the payments to be made pursuant to Section 3 above, CRC, in its individual capacity, and on behalf of its past and current agents, representatives, attorneys, successors, and/or assignees, hereby waives any and all rights it may have to institute or participate in, directly or indirectly, any form of legal action and releases all claims relating to failing to provide warnings for the alleged exposure of lead for the use of the Product, 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 attorney's fees) of any nature whatsoever, whether known or unknown, fixed or contingent (collectively "Claims"), against (a) Euroasia; (b) each of Euroasia's upstream and downstream distributors, wholesalers, vendors, licensors, licensees, auctioneers, retailers, franchisees, dealers, shareholders, cooperative members, customers, owners, purchasers, and users, including, but not limited to, Amazon.com; and (c) Euroasia's parent companies, corporate affiliates, subsidiaries, and their respective officers, directors, attorneys, representatives, shareholders, agents, and employees, and sister and parent entities, based on the alleged failure to warn about exposures under Proposition 65 in the Product manufactured, distributed, sold or offered for sale in California by Euroasia before the Effective Date, as alleged in the Notice, or for any other reason. CRC also, in its individual capacity, on behalf of itself, its past and current agents, attorneys, successors, and/or assignees and *not* in its representative capacity, hereby waives any and all rights it may have to institute or participate in, directly or indirectly, any form of legal action and 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 Euroasia with regards to the Product. CRC 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 RELEASING PARTY.

CRC in its individual 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. The release in this section shall have no force or effect until payments for the full amount set forth in above Section 3 are paid in full to the Law Offices of Joseph R. Manning by Euroasia.

#### **4.2 Euroasia's Release of CRC**

Euroasia on behalf of its past and current agents, representatives, attorneys, successors and assignees hereby waives any and all claims against CRC and its attorneys and other representatives, for any and all actions taken, or statements made (or that could have been taken or made) by CRC and its attorneys and other representatives, whether in the course of investigating claims, otherwise seeking enforcement of Proposition 65 against it in this matter, and/or with respect to the Product.

#### **5. PUBLIC BENEFIT**

It is Euroasia's understanding that the commitments it is agreeing to herein, and the actions to be taken by Euroasia under this Agreement, 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 Euroasia that to the extent any other private party serves a notice and/or initiates an action alleging a violation of Proposition 65 with respect to Euroasia's alleged failure to provide a warning concerning actual or alleged exposure to the Listed Chemical prior to use of the Product it has manufactured, distributed, sold, or offered for sale in California, or will 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 that Product addressed in this Agreement, provided that Euroasia is in material compliance with this Agreement.

#### **6. SEVERABILITY**

If, subsequent to the execution of this Agreement, any of the provisions of this Agreement is held by a court of competent jurisdiction to be unenforceable, the validity of the remaining enforceable provisions shall not be adversely affected.

#### **7. GOVERNING LAW**

The terms of this Agreement shall be governed by the laws of the State of California and apply within the state of California. In the event Proposition 65 is repealed or is otherwise rendered inapplicable by reason of law generally, or as to the Product, then Euroasia shall have no further obligations pursuant to this Agreement, but shall have no recourse to claw back payments already

made in accordance with Sections 3 of this Agreement.

**8. ENFORCEMENT**

If CRC alleges that Euroasia has failed to comply with this Agreement, prior to filing an action or a notice of violation as to Euroasia, CRC shall first provide Euroasia sixty (60) days advanced written notice of the alleged violation(s). CRC shall provide testing results, lot numbers, and photographs of the Product packaging for the Product at issue. The Parties shall meet and confer in good faith during such 60-day period in an effort to resolve the matter informally without the need for a new 60-day notice of violation or litigation. If the matter is not resolved within 60 days despite the Parties' reasonable efforts, CRC may file a new notice of violation.

**9. NOTICE**

Unless specified herein, all correspondence and notices required to be provided pursuant to this Agreement shall be in writing and personally delivered or sent by: (i) first-class (registered or certified mail); (ii) overnight courier; or (iii) electronic mail on any party by the other party at the following addresses:

For CRC: Joseph R. Manning, Jr.  
Manning Law, APC  
26100 Towne Center Drive  
Foothill Ranch, CA 92610  
Tel: Office (949) 200-8757 Fax: (866) 843-8309  
p65@manninglawoffice.com

For Euroasia: Malcolm C. Weiss, Esq.  
Jennifer MikoLevine, Esq.  
Abigail Contreras, Esq.  
Hunton Andrews Kurth LLP  
550 South Hope Street, Suite 2000  
Los Angeles, CA 90071  
mweiss@hunton.com  
jmikolevine@hunton.com  
acontreras@hunton.com

Any Party may modify the person and address to whom the notice is to be sent by sending the other Party notice by certified mail, return receipt requested. Said change shall take effect on the date the return receipt is signed by the Party receiving the change.

**10. COUNTERPARTS; FACSIMILE/E-SIGNATURES**

This Agreement may be executed in counterparts and by facsimile or portable document format (PDF) signature, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document. Signatures by scanned and emailed image or facsimile transmission shall have the same force and effect as original signature and as an electronic record adopted and executed by a Party with the intent to sign the electronic record pursuant to Civil Code §§ 1633.1 *et seq.*

**11. COMPLIANCE WITH HEALTH AND SAFETY CODE §25249.7(f)**

CRC and its attorneys agree to comply with the reporting form requirements referenced in California Health and Safety Code §25249.7(f).

**12. MODIFICATION**

The Settlement Agreement may be modified only by written agreement of the Parties.

**13. ENTIRE AGREEMENT**

This Agreement contains the sole and entire agreement and understanding of the Parties with respect to the subject matter hereof, and any and all prior discussions, negotiations, commitments and understandings related hereto shall be deemed to have been merged within it. No representations or terms of agreement other than those contained herein exist or have been made by any Party with respect to the other Party or the subject matter hereof. No representations, oral or otherwise, express or implied, other than those specifically referred to in this Agreement have been made by, or relied on, any Party.

**14. INTERPRETATION**

No inference, assumption or presumption shall be drawn, and no provision of this Agreement shall be construed against any Party, based upon the fact that one of the Parties and/or their counsel prepared or drafted any portion of this Agreement. The Parties waive the provisions of Civil Code § 1654. It is conclusively presumed that the Parties participated equally in the drafting of this Agreement.

**15. AUTHORIZATION**

The undersigned are authorized to execute this Agreement on behalf of their respective Parties and have read, understood, and agree to all of the terms and conditions of this Agreement.

AGREED TO:

AGREED TO:

Date: 4/29/2025

Date: 04/25/2025

By:  \_\_\_\_\_  
4D7E7F1FE86247B...

By: 

CalSafe Research Center, Inc.

Euroasia's Organics, Inc.