

## SETTLEMENT AND RELEASE AGREEMENT

### 1. **INTRODUCTION**

#### 1.1. **Berj Parseghian and Axxess Global Sciences, LLC:**

This Settlement Agreement is entered into by and between Berj Parseghian ("Parseghian"), represented by its attorneys KJT Law Group, LLP on the one hand, and Axxess Global Sciences, LLC ("Axxess"), on the other hand, with Parseghian and Axxess collectively referred to as the "Parties."

#### 1.2. **General Allegations**

Parseghian alleges that Axxess distributed and offered for sale in the State of California certain products, 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 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 covered by this Settlement Agreement are defined as Lean for Life Powder Sticks, including but are not limited to, ““Real Ketones – Clinically Proven – Keto Lean For Life Powder Sticks; UPC #: 8 50001 98882 7” that Axxess has sold, offered for sale, manufactured, or distributed in California. All such items shall be referred to herein as the "Covered Product."

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

On April 9, 2024, Parseghian served Axxess and the requisite public enforcement agencies eligible to initiate Proposition 65 actions on behalf of the People of the State of California with documents entitled "60-Day Notice of Violation" ("Notice") that provided

Axcess and such public enforcers alleging that the Covered Product violated California Health & Safety Code section 25249.6 ("Proposition 65") concerning alleged exposures 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 Axcess' compliance with Proposition 65. Specifically, Axcess denies the factual and legal allegations contained in Parseghian's Notice and maintains that all products that it has placed for sale and distribution in California, including the Covered Product, have been and are in compliance with Proposition 65 and all other statutory, regulatory, common law or equitable doctrine. Nothing in this Settlement Agreement shall be construed as an admission by Axcess 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 Axcess of any fact, finding, conclusion, issue of law, or violation of law, such being specifically denied by Axcess. However, nothing in this section shall diminish or otherwise affect the obligations, responsibilities, and duties of Axcess under this Settlement Agreement.

**1.6. Effective Date**

For purposes of this Settlement Agreement, the term "Effective Date" shall mean the date on which a complete and fully executed copy of this Settlement Agreement is exchanged by the Parties' counsel.

**2. INJUNCTIVE RELIEF:**

Beginning on the Effective Date, Axxess agrees to discontinue manufacturing the Covered Product. Any claim as to Covered Products that are no longer under the control or possession of Axxess prior to the Effective Date are released in this Settlement Agreement.

**3. CONSIDERATION**

In settlement of all the claims referred to in this Settlement Agreement, the Parties reached an accord on the total compensation due under Proposition 65, the private attorney general doctrine and principles of contract law. Under these legal principles, Axxess shall pay a total of thirty-six thousand five hundred dollars (\$36,500.00) as settlement and for fees, costs, and penalties in fully resolving this matter.

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

In settlement of all the claims referred to in this Settlement Agreement, three thousand five hundred (\$3,500.00) shall be considered a "civil penalty." The penalty payment will be allocated in accordance with California Health & Safety Code section 25249.12(c)(1) & (d), with 75% (i.e. \$2,625.00) of the funds remitted to the California Office of Environmental Health Hazard Assessment ("OEHHA") and the remaining 25% (i.e. \$875.00) of the penalty remitted to Parseghian. Axxess shall deliver the penalty payment to Parseghian's counsel. Parseghian's counsel shall be responsible for delivering OEHHA's and Parseghian's portions of any penalty payment made under this Agreement.

**5. REIMBURSEMENT OF FEES AND COSTS**

In settlement of all the claims referred to in this Settlement Agreement, thirty three thousand (\$33,000.00) shall be considered reimbursement of Parseghian's attorneys' fees, expert

and investigation fees, and related costs associated with this matter and the Notice. The Parties reached an accord on the compensation due to Parseghian and his counsel under the private attorney general doctrine and principles of contract law. Other than this payment, the Parties agree to bear their own fees and costs.

**6. PAYMENT INFORMATION**

Axcess shall mail one full payment for all fees and penalties within ten (10) business days after the Effective Date, at which time such payment shall be mailed to the following address:

**KJT LAW GROUP LLP  
230 N. Maryland Avenue, Suite 306  
Glendale, CA 91206**

**7. RELEASE OF ALL CLAIMS**

**7.1. Release of Axcess, Downstream Customers and Upstream Vendors**

Parseghian, on behalf of himself, his past and current agents, representatives, attorneys, successors and/or assignees, fully releases (a) Axcess and each of its respective equity owners, parents, subsidiaries, affiliates, sister and related companies, (b) their upstream suppliers and all downstream entities in the stream of commerce including but not limited to distributors, wholesalers, customers, retailers (including CVS Pharmacy, Inc.), franchisees, cooperative members, and licensees, and (c) the shareholders, directors, officers, employees, agents, members, managers, equity owners, principals, insurers, accountants, representatives, attorneys, predecessors, successors, assignees, and licensors of any of the entities identified in subsections (a) and (b), above, (the entities identified in subsections (a), (b), and (c), above, are collectively referred to as (collectively, the “Releasees”), for any alleged violations of Proposition 65, or any

other alleged violation of statutory or common law, arising from alleged exposures to lead in relation to the Covered Product manufactured through the Effective Date.

It is possible that other claims not known to the Parties arising out of the facts alleged in the Notice and relating to the Covered Products will develop or be discovered. This Settlement Agreement is expressly intended to cover and include all such claims and Covered Product manufactured up to and through the Effective Date. Parseghian acknowledges that he 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.

Parseghian, in his capacity, expressly waives and relinquishes any and all rights and benefits which he may have under, or which may be conferred on him 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 Parties understand and agree that the commitments Axxess has agreed to herein, and actions to be taken by Axxess under this Agreement, would confer a significant benefit to the general public, as set forth in Code of Civil Procedure § 1021.5 and Administrative 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 Axxess' failure to provide a Proposition 65 warning concerning the Covered Product, such private party action would not confer a significant benefit on the general public, provided that Axxess is in material compliance with this Agreement.

7.2. **Axcess' Release of Parseghian:**

Axcess waives any and all claims against Parseghian, his attorneys, and other representatives, for any and all actions taken or statements made (or those that could have been taken or made) by Parseghian and his 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 Covered Product.

6.3. **Deemed in Compliance with Proposition 65.**

The Parties agree that material compliance by Axcess with this Settlement Agreement constitutes compliance with Proposition 65 with respect to exposure to lead in the Covered Product.

8. **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 or its implementing regulations are repealed or are otherwise rendered inapplicable by reason of law generally, or as to the Covered Products, then Axcess may modify this Settlement Agreement to reflect such changes to the law, as set forth in Section 13.

9. **NOTICES AND ENFORCEMENT**

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) first-class, (registered or certified mail) return receipt requested; or (ii) overnight courier on any party by the other party at the following addresses:

For Axcess:	Will Wagner, Esq. Greenberg Traurig, LLP 400 Capitol Mall, Suite 2400 Sacramento, CA 95814
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For Parseghian: Tro Krikorian, Esq.  
KJT Law Group, LLP  
230 N. Maryland Ave., Suite 306  
Glendale, CA 91206

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

Should either Party wish to enforce future alleged violations of this Agreement, it must first provide written notice to the other Party and allow thirty (30) days to expire, during which the other Party is entitled to cure the alleged breach.

**10. 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.

**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. COMPLIANCE WITH HEALTH & SAFETY CODE SECTIONS 25249.7(f)**

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

**13. MODIFICATION**

This Settlement Agreement may be modified only by a written agreement signed by the Parties. If a court of competent jurisdiction renders a final judgment that a substantially similar product compared to the Covered Product does not require a Proposition 65 warning for lead,

where such product contains levels of lead comparable or above the lead levels in the Covered Product, then the Parties may meet and confer about modifying this Settlement Agreement to conform with such final judgment, and Parseghian agrees to not oppose such request except for good cause shown.

**14. DRAFTING**

No inference, assumption or presumption shall be drawn, and no provision of this Agreement shall be construed against any of the Parties, based upon the fact that one of the Parties and/or one of the Parties' attorneys prepared and/or drafted all or any portion of this Agreement. It is conclusively presumed that the Parties participated equally in the preparation and drafting of this Agreement.

**15. 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.


[SIGNATURE PAGE TO FOLLOW]



**IN WITNESS WHEREOF, the Parties have agreed, accepted, and executed this Agreement on the date written.**


Executed on 6/23/2025.

Berj Parseghian

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Executed on 06/23/2025.

Axcess Global Sciences, LLC

DocuSigned by:  
  
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By: Gary Millet

Its: Managing Partner