

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) between Environmental Research Center, Inc. (“ERC”) and DLG Holdings, LLC, individually, and Livingood Practice Management, Inc. dba Livingood Daily (collectively “Livingood Daily”) is effective on the date on which it is fully executed (“Effective Date”). ERC and Livingood Daily are referred to individually as a “Party” and collectively as the “Parties.” The Parties agree as follows:

1. This matter arises out of the Notices of Violation of California Health & Safety Code §25249.5, *et seq.* (also known as “Proposition 65”) that ERC served on Livingood Daily on June 28, 2024, July 12, 2024 and July 26, 2024 (the “Notices”) with regard to the following products identified below (referred to as the “Covered Products”):

- Livingood Daily Chocolate Collagen + Multi Plus + - (lead)
- Livingood Daily Greens Unflavored- lead
- Livingood Daily Lemon Lime Electrolytes + Energyze Plus + - lead
- Livingood Daily Chocolate Plant Collagen Powder – lead, perfluorooctanoic Acid (PFOA)
- Livingood Daily Vanilla Plant Collagen Powder – lead, perfluorooctanoic Acid (PFOA)
- Livingood Daily Original Greens Powder – lead
- Livingood Daily Chocolate Greens + Superfoods Plus + - lead
- Livingood Daily Greens Original – lead
- Livingood Daily Berry Greens + Superfoods Plus + - lead
- Livingood Daily Berry Frost Electrolytes + Energyze – lead
- Livingood Daily Vanilla Collagen + Dr. Livingood Coffee - perfluorooctanoic Acid (PFOA)

2. The Parties enter into this Agreement in order to fully resolve all claims, demands, and allegations regarding the Notices and for the purpose of avoiding prolonged litigation. Nothing in this Agreement shall be construed as an admission of the Parties of any fact, issue of law, or violation of law, nor shall compliance with this Agreement constitute or be construed as an admission by the Parties of any fact, issue of law or violation of law. Nothing in this Agreement or any document referred to shall be construed as giving rise to any presumption or inference of admission or concession by the Parties as to any fault, wrongdoing or liability. This Section shall not diminish or otherwise affect the obligations, responsibilities, and duties of the Parties under this Agreement.

3. INJUNCTIVE RELIEF, REFORMULATION, TESTING AND WARNINGS

In consideration of the following covenants and conditions contained in this Agreement, the Parties have provided the releases as set forth in Section 6 below:

3.1 Beginning thirty (30) days from the Effective Date (the “Compliance Date”),

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Livingood Daily 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, any Covered Product which exposes a person to a "Daily Lead Exposure Level" of more than 0.5 micrograms of lead per day and/or any detectible level of PFOA per day unless it meets the warning requirements under Section 3.2.

3.1.1 As used in this Agreement, the term "Distributing into the State of California" shall mean to directly ship a Covered Product into California for sale in California or to sell a Covered Product to a distributor that Livingood Daily knows will sell the Covered Product in California.

3.1.2 For purposes of this Agreement, the "Daily Lead Exposure Level, " shall be measured in micrograms, and shall be calculated using the following formula: micrograms of lead per gram of product, multiplied by grams of product per serving of the product (using the largest serving size appearing on the product label), multiplied by servings of the product per day (using the largest number of recommended daily servings appearing on the label), which equals micrograms of lead exposure per day. If the label contains no recommended daily servings, then the number of recommended daily servings shall be one.

3.1.3 In calculating the Daily Lead Exposure Level for a Covered Product, Livingood Daily shall be allowed to deduct the amount of lead which is deemed "naturally occurring" in any ingredient listed in **Table 1** that is contained in the Covered Product under the following conditions: For the first three (3) years that Livingood Daily claims entitlement to a "naturally occurring" allowance, Livingood Daily shall provide ERC with the following information: (a) Livingood Daily must produce to ERC a written list of each ingredient in the Covered Product, and the amount, measured in grams, of each such ingredient contained therein, for which a "naturally occurring" allowance is claimed; (b) Livingood Daily must provide ERC with documentation of laboratory testing, conducted during the year for which the "naturally occurring" allowance is claimed, that complies with Sections 3.4.3 and 3.4.4 and that shows the amount of lead, if any, contained in any ingredient listed in **Table 1** that is contained in the Covered Product and for which Livingood Daily intends to deduct "naturally occurring" lead; (c) If the laboratory testing reveals the presence of lead in any ingredient listed in **Table 1** that is contained in the Covered Product, Livingood Daily shall be entitled to deduct the amount of lead contained in each such ingredient, up to the full amount of the allowance for that ingredient, as listed in **Table 1**, but not to exceed the total amount of lead actually contained in that ingredient in the Covered Product; and (d) If the Covered Product does not contain an ingredient listed in **Table 1**, Livingood Daily shall not be entitled to a deduction for "naturally occurring" lead in the Covered Product for that ingredient. The information required by Sections 3.1.3 (a) and (b) shall be provided to ERC within thirty (30) days of the Compliance Date or anniversary thereof for the first (3) three years that Livingood Daily shall claim entitlement to the "naturally occurring" allowance. After the first (3) three years, ERC may request this information, no more than once per year thereafter, and Livingood Daily shall provide the requested information to ERC within thirty (30) days of such request.

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TABLE 1

INGREDIENT	ALLOWANCES OF AMOUNT OF LEAD
Cocoa Powder	Up to 1.0 microgram/gram
Chocolate Liquor	Up to 1.0 microgram/gram
Cocoa Butter	Up to 0.1 micrograms/gram
Calcium (elemental)	Up to 0.8 micrograms/gram
Ferrous Fumarate	Up to 0.4 micrograms/gram
Zinc Oxide	Up to 8.0 microgram/gram
Magnesium Oxide	Up to 0.4 micrograms/gram
Magnesium Carbonate	Up to 0.332 micrograms/gram
Magnesium Hydroxide	Up to 0.4 micrograms/gram
Zinc Gluconate	Up to 0.8 micrograms/gram
Potassium Chloride	Up to 1.1 micrograms/gram

3.1.5 So long as Livingood Daily can provide documentation, if requested in writing by ERC, Covered Products shipped, sold, or Distributed into the State of California by Livingood Daily prior to the Compliance Date are not bound by the injunctive terms set forth in this Section 3, including but not limited to the Daily Lead Exposure Level or exposure to PFOA, and warning and testing requirements, and are instead permitted to be sold as is to California consumers and are expressly released by Section 6 of this Agreement.

3.2 Clear and Reasonable Warnings

If Livingood Daily is required to provide a warning pursuant to Section 3.1, one of the following warnings must be utilized (“Warning”):

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OPTION 1:

WARNING: Consuming this product can expose you to chemicals including [lead] [perfluorooctanoic acid] 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.

OR

OPTION 2:

⚠ WARNING: [Cancer and] Reproductive Harm – www.P65Warnings.ca.gov/food

Livingood Daily shall use the phrase “cancer and” in the Warning if Livingood Daily knows that PFOA is present in the Covered Product, and/or if the “Daily Lead Exposure Level” is greater than 15 micrograms of lead as determined pursuant to the quality control methodology set forth in Section 3.4 and/or if Livingood Daily has reason to believe that another Proposition 65 chemical is present at a level requiring the cancer warning. As identified in the brackets, the warning shall appropriately reflect whether there is lead, PFOA, or another chemical present in each of the Covered Products, but if there is a chemical present at a level that requires a cancer warning, the chemical requiring use of the phrase “cancer and” in the Warning shall always be identified.

The Warning shall be provided through one of the following methods: (1) a product-specific warning provided on a posted sign, shelf tag, or shelf sign, for the consumer product at each point of display of the product; or (2) a product-specific warning provided via any electronic device or process that automatically provides the warning to the purchaser prior to or during the purchase of the consumer product at brick-and-mortar locations, without requiring the purchaser to seek out the warning; or (3) a warning on the label that is securely affixed to or printed upon the label and complies with this Section 3.2. If the Warning is printed upon the label of the Covered Product, it must be set off from other surrounding information and enclosed in a box. In addition, for any Covered Product sold over the internet, the Warning shall appear prior to check-out on the primary product page, or as a pop-up when a California zip code is input into the shipping instructions, or on the checkout page when a California delivery address is indicated for any purchase of any Covered Product. Where a Warning subject to this section is provided solely on the checkout page, an asterisk or other identifying method must be utilized to identify which product(s) on the checkout page are subject to the Warning. The Warning may be provided with a conspicuous hyperlink stating “**WARNING**” in all capital and bold letters so long as the hyperlink goes directly to a page prominently displaying the Warning without content that detracts from the Warning. If a Covered Product is being sold by an online third-party seller, known to and authorized to sell such Covered Product by Livingood Daily, and Livingood Daily cannot itself post the warning on the authorized online third-party seller’s website because Livingood Daily lacks control over such authorized online third-party seller’s website, then Livingood Daily must notify the authorized online third-party seller of its duty to provide an internet warning as part of the condition of sale of the Covered Product. Livingood Daily may

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comply with this obligation to notify authorized online third-party sellers by complying with 27 C.C.R. § 25600.2 (2024) and providing the information required by 27 C.C.R. § 25600.2 (2024) to any such authorized online third-party seller that is subject to California Health and Safety Code § 25249.6.

With respect to any downstream reseller customers of Livingood Daily who are subject to Proposition 65, Livingood Daily may give written notice, including labels, labeling, shelf signs, or tags bearing the Warning, and all other necessary warning materials, to the authorized agent of such downstream reseller customers. Such written notice shall instruct the downstream reseller customers that the labels, labeling, shelf signs, or tags bearing the Warning must be displayed on or in proximity to the Covered Products with such conspicuousness, as compared with other words, statements or designs as to render the Warning likely to be seen, read, and understood by an ordinary individual prior to sale. The written notice shall comply with all of the requirements set forth in 27 C.C.R. § 25600.2 (2024).

The Warning shall be at least the same size as the largest of any other health or safety warnings also appearing on the website or on the label and the word “**WARNING**” shall be in all capital letters and in bold print. No statements intended to or likely to have the effect of diminishing the impact of, or reducing the clarity of, the Warning on the average lay person shall accompany the Warning. Further, no statements may accompany the Warning that state or imply that the source of the listed chemical has an impact on or results in a less harmful effect of the listed chemical.

Livingood Daily must display the above Warning with such conspicuousness, as compared with other words, statements or designs on the label, or on its website, as applicable, to render the Warning likely to be read and understood by an ordinary individual under customary conditions of purchase or use of the product. Where a sign or label used to provide the Warning for a Covered Product includes consumer information about the Covered Product in a language other than English, the Warning must also be provided in that language in addition to English.

For purposes of this Agreement, the term “label” means a display of written, printed or graphic material that is printed on or affixed to a Covered Product or its immediate container or wrapper.

If subsequently enacted changes to Proposition 65 or its implementing regulations require the use of additional or different information on any warning specifically applicable to the Covered Products (the “New Safe Harbor Warning”), the Parties agree that the New Safe Harbor warning may be utilized in place of or in addition to, as applicable, the warnings set forth in this Section.

3.3 Conforming Covered Products

A Conforming Covered Product is a Covered Product for which the “Daily Lead Exposure Level” is no greater than 0.5 micrograms of lead per day and/or does not contain any detectable level of PFOA per day as determined by the exposure methodology set forth in Section 3.1.2 and the quality control methodology described in Section 3.4, and that is not known by Livingood Daily

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to contain other chemicals that violate Proposition 65's safe harbor thresholds.

3.4 Testing and Quality Control Methodology

3.4.1 Beginning within one year of the Effective Date, Livingood Daily shall arrange for lead and PFOA testing of the Covered Products at least once a year for a minimum of three (3) consecutive years by arranging for testing of three (3) randomly selected samples of the Covered Products, in the form intended for sale to the end-user, which Livingood Daily intends to sell or is manufacturing for sale in California, directly selling to a consumer in California or "Distributing into the State of California." If tests conducted pursuant to this Section demonstrate that no Warning is required for the Covered Products during each of the three (3) consecutive years, then the testing requirements of this Section will no longer be required as to the Covered Products. However, if during or after the three-year testing period, Livingood Daily changes ingredient suppliers for the Covered Products and/or reformulates the Covered Products, Livingood Daily shall test that Covered Product annually for at least three (3) consecutive years after such change is made.

3.4.2 For purposes of measuring the "Daily Lead Exposure Level," the highest lead detection result of the three (3) randomly selected samples of the Covered Products will be controlling.

3.4.3 All testing pursuant to this Consent Judgment shall be performed using a laboratory method that complies with the performance and quality control factors appropriate for the method used, including limit of detection and limit of quantification, sensitivity, accuracy and precision that meets the following criteria: Inductively Coupled Plasma-Mass Spectrometry ("ICP-MS") achieving a limit of quantification of less than or equal to 0.005 mg/kg for lead and the lowest level that can be reliably detected using available technologies for PFOA.

3.4.4 All testing pursuant to this Agreement shall be performed by an independent third-party laboratory certified by the California Environmental Laboratory Accreditation Program or an independent third-party laboratory that is registered with the United States Food & Drug Administration.

3.4.5 Nothing in this Agreement shall limit Livingood Daily's ability to conduct, or require that others conduct, additional testing of the Covered Products, including the raw materials used in their manufacture.

3.4.6 Within thirty (30) days of ERC's written request, which request shall not be made more than once per year, Livingood Daily shall deliver lab reports obtained pursuant to Section 3.4, and related documentation, to ERC. Livingood Daily shall retain all such lab reports and related documentation for a period of three years from the date of each test. Any request by ERC for lab reports and related documentation shall be made prior to the expiration of the three-year time period identified in this section 3.4.6.

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3.4.7 The testing and reporting requirements of Section 3.4 do not apply to any Covered Products for which Livingood Daily is providing a Warning, continuously and without interruption from the Compliance Date, pursuant to Section 3.2 of this Agreement. In the event a Warning is provided after the Compliance Date but Livingood Daily thereafter ceases to provide the Warning, the testing and reporting requirements of Section 3.4 of this Agreement shall apply beginning within one year after the date the Warning ceases to be provided, unless Livingood Daily can show to the satisfaction of ERC that the cessation in providing the Warning was a temporary error that was resolved when discovered.

3.4.8 In the event that Proposition 65, either as a whole or as specifically applicable to the Covered Products or listed chemicals at issue in the case, is repealed or federally preempted, or if new or different safe harbor levels are established as applicable to the Covered Products, or if Proposition 65 is otherwise rendered inapplicable to the Covered Products or the listed chemicals at issue in this case, all by any final California regulation or statute, or by a decision of the California Supreme Court or the United States Supreme Court or by the California legislature or the United States Congress, or if any provision of this Consent Judgment is specifically rendered inapplicable or no longer required as to the Covered Products as a result of any such regulatory or statutory change, repeal or preemption or decision of the California Supreme Court or the United States Supreme Court, or due to binding federal laws or regulations, then Livingood Daily may provide written notice to ERC of any asserted change in the law and seek modification of this Agreement with ERC.

3.5 Nothing in Section 3 of this Agreement shall prevent or preclude ERC from obtaining and relying upon its own testing for purposes of enforcement, so long as such testing meets the requirements of Sections 3.4.3 and 3.4.4. Nothing in Section 3.4 of this Agreement is intended by either Party to set a precedent for the level of lead, PFOA, or other chemicals that is permissible in consumer products under Proposition 65.

4. Livingood Daily shall make a total payment of \$50,000.00 ("Total Settlement Amount") by wire transfer to ERC's account within 5 days of the Effective Date ("Due Date"), for which ERC will give Livingood Daily the necessary account information. The Total Settlement Amount shall be allocated as follows:

a. \$5,000.00 shall be considered a civil penalty pursuant to California Health and Safety Code §25249.7(b)(1). ERC shall remit 75% (\$3,750.00) of the civil penalty to the Office of Environmental Health Hazard Assessment ("OEHHA") for deposit in the Safe Drinking Water and Toxic Enforcement Fund in accordance with California Health and Safety Code §25249.12(c). ERC will retain the remaining 25% (\$1,250.00) of the civil penalty.

b. \$10,734.10 shall be considered a reimbursement to ERC for its costs incurred as a result of bringing this matter to Livingood Daily's attention and negotiating a settlement.

c. \$6,660.00 shall be distributed to Michael Freund & Associates as reimbursement of ERC's attorney fees, while \$27,605.90 shall be distributed to ERC for its in-house legal fees.

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d. In the event that Livingood Daily fails to remit the Total Settlement Amount owed under Section 4 of this Agreement on or before the Due Date, Livingood Daily shall be deemed to be in material breach of its obligations under this Agreement. ERC shall provide written notice of the delinquency to Livingood Daily via electronic mail. If Livingood Daily fails to deliver the Total Settlement Amount within five days from the written notice, the Total Settlement Amount shall become immediately due and payable and shall accrue interest at the statutory judgment interest rate provided in the Code of Civil Procedure section 685.010. Additionally, Livingood Daily agrees to pay ERC's reasonable attorneys' fees and costs for any efforts to collect the payment due under this Agreement.

5. Except as expressly set forth in Section 4, the Parties shall bear their own costs, expenses, and attorneys' fees related to the Notices.

6. Binding Effect; Claims Covered and Released

6.1. This Agreement is a full, final, and binding resolution between ERC, on behalf of itself, and Livingood Daily and its respective officers, directors, shareholders, employees, agents, parent companies, subsidiaries, divisions, suppliers, franchisees, licensees, customers (not including private label customers of Livingood Daily), distributors, wholesalers, retailers, and all other upstream and downstream entities in the distribution chain of any Covered Product, and the predecessors, successors, and assigns of any of them (collectively, "Released Parties"). Online third-party sellers and downstream reseller customers that do not provide the Warning after being instructed or notified by Livingood Daily to do so, as outlined in Section 3.2, are not released from liability for violations of Proposition 65.

6.2 ERC, on behalf of itself only, hereby fully releases and discharges the Released Parties from any and all claims, actions, causes of action, suits, demands, liabilities, damages, penalties, fees, costs, and expenses asserted, or that could have been asserted from the handling, use, or consumption of the Covered Products, as to any alleged violation of Proposition 65 or its implementing regulations arising from the failure to provide Proposition 65 warnings on the Covered Products regarding lead and/or PFOA up to and including the Compliance Date. Online third-party sellers and downstream reseller customers that do not provide the Warning after being instructed or notified by Livingood Daily to do so, as outlined in Section 3.2, are not released from liability for violations of Proposition 65.

6.3 ERC, on its own behalf only, and Livingood Daily on its own behalf only, further waive and release any and all claims they may have against each other for all actions or statements made or undertaken in the course of seeking or opposing enforcement of Proposition 65 in connection with the Notices up through and including the Compliance Date, provided, however, that nothing in Section 6 shall affect or limit any Party's right to seek to enforce the terms of this Agreement.

6.4 It is possible that other claims not known to the Parties, arising out of the facts alleged in the Notices, and relating to the Covered Products, will develop or be discovered. ERC, on behalf of itself only, and Livingood Daily, on behalf of itself only, acknowledge that

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this Agreement is expressly intended to cover and include all such claims up through and including the Compliance Date, including all rights of action therefore. ERC and Livingood Daily acknowledge that the claims released in Sections 6.2 and 6.3 above may include unknown claims, and the Parties nevertheless waive California Civil Code section 1542 as to any such unknown claims. California Civil Code section 1542 reads as follows:

(i) 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.

ERC, on behalf of itself only, and Livingood Daily, on behalf of itself only, acknowledge and understand the significance and consequences of this specific waiver of California Civil Code section 1542.

6.5 Compliance with the terms of this Agreement shall be deemed to constitute compliance with Proposition 65 by any of the Released Parties regarding alleged exposures to lead and/or PFOA in the Covered Products as set forth in the Notices.

6.6 Nothing in this Agreement is intended to apply to any occupational or environmental exposures arising under Proposition 65, nor shall it apply to any of Livingood Daily's products other than the Covered Products.

7. It is Livingood Daily's understanding that the commitments it has agreed to herein, and actions to be taken by Livingood Daily under this Settlement 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 Livingood Daily 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 Livingood Daily's alleged failure to provide a warning concerning actual or alleged exposure to lead prior to use of the Covered Products 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 the Covered Products addressed in this Settlement Agreement, provided that Livingood Daily is in material compliance with this Settlement Agreement.

8. Nothing herein shall be construed as diminishing Livingood Daily's continuing obligations to comply with Proposition 65.

9. All notices required to be given to either Party to this Agreement by the other shall be in writing and sent to the following agents listed below via first-class mail, or via electronic mail where required. Courtesy copies of notices sent via first-class mail may also be sent via email.

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FOR ENVIRONMENTAL RESEARCH CENTER, INC.:

Chris Heptinstall, Executive Director, Environmental Research Center
3111 Camino Del Rio North, Suite 400
San Diego, CA 92108
Tel: (619) 500-3090
Email: chris.heptinstall@erc501c3.org

With a copy to:

Michael Freund
Michael Freund & Associates
1919 Addison Street, Suite 104
Berkeley, CA 94704
Telephone: (510) 499-1992
Email: freund1@aol.com

**FOR DLG HOLDINGS, LLC, individually and dba LIVINGOOD DAILY
and LIVINGOOD PRACTICE MANAGEMENT, INC.:**

Blake Livingood
Livingood Daily
5000 Centregreen Way
Ste. 500
Cary, NC 27513
Email: support@livingooddaily.com

With a copy to:

Abhishek Gurnani
Amin Wasserman Gurnani
230 W Monroe St, Ste 1405
Chicago, IL 60606
Telephone: (312) 327-3325
Email: agurnani@awglaw.com

10. After executing this Agreement, ERC will submit to the California Attorney General a Report of Settlement. In addition, ERC will provide to the California Attorney General a signed copy of this Agreement. The Parties acknowledge and agree that the Parties shall provide as much information as is requested by the California Attorney General, or any other governmental agency, regarding the Notices, the settlement, and this Agreement.

11. This Agreement contains the entire agreement between the Parties with regard to settlement of the Notices, and supersedes all prior or contemporaneous agreements or understandings, written or oral, with regard to the Notices as set forth in this Agreement. This Agreement may be amended or modified as to injunctive terms only in whole or in part at any time only by an agreement in writing executed by the Parties.

12. This Agreement shall be binding upon and shall inure to the benefit of the Parties and

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their respective owners, principals, shareholders, members, managers, officers, directors, employees, agents, successors, and assigns.

13. 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.

14. If any provision, term, or section of this Agreement is found to be invalid, illegal, or unenforceable, then all remaining provisions, terms, or sections shall continue in full force and effect and remain binding on the Parties. If any provision, term, or section of this Agreement is determined to be unenforceable, then such provision, term, or section may be modified so that the unenforceable provision, term, or section is enforceable to the greatest extent possible.

15. This Agreement shall be deemed to have been entered into in the State of California and governed and interpreted by the laws of the State of California, regardless of the physical locations of the individuals executing this Agreement at the time of execution.

16. The Parties acknowledge by signing this Agreement that they have a right to consult an attorney and that they have either consulted their attorney(s) with respect to the Notices and the terms and conditions of this Agreement or have made the decision not to consult with an attorney regarding the Notices and the terms and conditions of this Agreement. The Parties further acknowledge that they fully understand this Agreement and the effect of signing and executing this Agreement.

17. Any legal action to enforce this Agreement shall be brought in the county of Alameda of the State of California. ERC shall be entitled to recover its reasonable attorneys' fees and costs that are necessary and required to enforce the Agreement pursuant to California Code of Civil Procedure section 1021.5.

18. This Agreement may be signed in counterparts, and each counterpart, as well as any facsimile, e-mail, copy of this Agreement, or any other counterpart, shall be deemed to be an original.

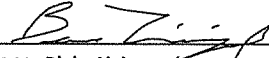
19. Each of the individuals who execute this Agreement represents and warrants they have the authority to execute this document and bind the respective Parties to the terms and conditions of this Agreement, and have read, understand, and agree to all the terms and conditions in this Agreement.

Signatures on Following Page

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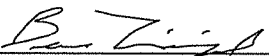
DATED: 10/30/24

DLG HOLDINGS, LLC

By: 
Name: Blake Livingood
Title: President

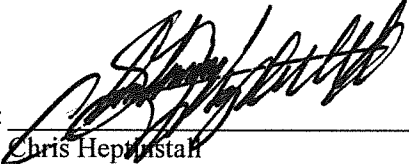
DATED: 10/30/24

LIVINGOOD PRACTICE MANAGEMENT, INC.
individually and dba LIVINGOOD DAILY

By: 
Name: Blake Livingood
Title: President

DATED: 10/30/24

ENVIRONMENTAL RESEARCH CENTER, INC.

By: 
Chris Heptinstall
Executive Director

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