

SETTLEMENT AND RELEASE AGREEMENT

1. **INTRODUCTION**

1.1. **Keep America Safe and Beautiful and Navitas LLC:**

This Settlement Agreement is entered into by and between Keep America Safe and Beautiful ("KASB"), represented by its attorneys KJT Law Group, LLP on the one hand, and Navitas LLC ("Navitas"), on the other hand, with KASB and Navitas collectively referred to as the "Parties."

1.2. **General Allegations**

KASB alleges that Navitas manufactured, distributed, and offered for sale in the State of California Organic Chia Powder, 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 product covered by this Settlement Agreement is defined to include Navitas Organics – Organic Chia Powder – Plant Based Superfood; including, but not limited to UPC #: 8 58847 00036 9 and other similar skus, that Navitas 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 July 2, 2024, KASB served Navitas 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 Navitas and such

public enforcers with notice that Navitas was allegedly in violation of California Health & Safety Code section 25249.6 for failing to warn consumers and customers that the Covered Product 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 Navitas' compliance with Proposition 65. Specifically, Navitas denies the allegations contained in KASB's Notice and maintains that all products that it has placed for sale and distribution in California, including, but not limited to, the Covered Product, 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 Navitas 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 Navitas of any fact, finding, conclusion, issue of law, or violation of law, such being specifically denied by Navitas. However, nothing in this section shall diminish or otherwise affect the obligations, responsibilities, and duties of Navitas 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:**

2.1 Beginning Ninety (90) days after the Effective Date, Navitas shall be 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 that exposes a person to a "Daily Lead Exposure Level" of more than 0.5 micrograms of lead per day, unless it meets the warning requirements under Section 2.2.

As used in this Settlement 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 Navitas knows or has reason to know will sell the Covered Product in California. The injunctive relief in Section 2 does not apply to any Covered Product that has left the possession, and is no longer under the control of Navitas prior to the Effective Date and all claims as to such Covered Product is released in this Settlement Agreement.

For purposes of this Settlement 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.

2.2 Clear and Reasonable Warnings

If Navitas is required to provide a warning pursuant to Section 2.1, one of the following warnings must be utilized ("Warning").

Option 1:

WARNING: Consuming this product can expose you to chemicals including 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.

Option 2:

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

Option 3:

WARNING: Risk of [cancer and] reproductive harm from exposure to lead. See www.P65Warnings.ca.gov/food.

Navitas shall use the phrase "cancer and" or "carcinogen and" in the Warning if the exposure level is greater than 15 micrograms of lead per day.

The Warning shall be securely affixed to or printed upon the label of each Covered Product and it must be set off from other surrounding information. For purposes of this Settlement 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. The warning must be set off from other surrounding information, enclosed in a box. If consumer information on the package is in a foreign language, the warning must also be provided in the foreign language. In addition, for any Covered Product sold over the internet, the Warning shall appear on the checkout page in full text or through a clearly marked hyperlink using the word "WARNING" in all capital and bold letters when a California delivery address is indicated for any purchase of any Covered Product. If a hyperlink is used, the hyperlink must go directly to a page prominently displaying either the Option 1 Warning, the Option 2 Warning, or the Option 3 Warning without content that detracts from the Warning. An asterisk or other identifying method must be utilized to identify which products on the checkout page are subject to the Warning. The Warning shall comply with the Safe Harbor Provisions, applicable to the Covered Product and

chemical at issue, as those regulations may be amended from time to time. For purposes of this Settlement Agreement, when Navitas is required to provide a warning for a Covered Product pursuant to Section 2.1, Navitas may satisfy the warning requirement by providing the required information in compliance with 27 C.C.R. § 25600.2 (2020) to any business that is subject to Proposition 65 to which it is selling or transferring the Covered Product.

If KASB alleges that any Covered Product fails to adhere to this Agreement, then KASB shall inform Navitas in a reasonably prompt manner of its test results, including information sufficient to permit Navitas to identify the Covered Products at issue and investigate. The Parties shall first attempt to resolve the matter prior to KASB taking any further legal action.

3. CONSIDERATION

In settlement of all the claims referred to in this Settlement Agreement, the Parties reached an accord on the compensation due, under the private attorney general doctrine and principles of contract law. Under these legal principles, Navitas shall pay a total of Fifty Thousand Dollars (\$50,000.00) (“Total Settlement Payment”) as a full and complete settlement and for fees and costs, incurred as a result of investigating and bringing this matter to Navitas’ attention. The Total Settlement Payment shall be made as prescribed herein.

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

In settlement of all the claims referred to in this Settlement Agreement, \$6,000.00 of the Total Settlement Payment shall be considered a “civil penalty.” The civil penalty payment will be allocated in accordance with California Health & Safety Code section 25249.12(c)(1) & (d), with 75% of the funds (\$4,500.00 of the Total Settlement Payment) remitted to the California Office of Environmental Health Hazard Assessment (“OEHHA”) and the remaining 25% of the

penalty (\$1,500.00 of the Total Settlement Payment) shall be remitted to KASB. Navitas shall make these payments on or before the date that is ten (10) days after the Effective Date, at which time such payments shall be made as follows:

(a) The \$1,500.00 payment owed to KASB shall be delivered by the way of wire transfer to the following payment address:

Beneficiary: Keep America Safe and Beautiful
Wells Fargo Bank Routing Number: 121000248
Wells Fargo Bank Account Number: 6767279471
Beneficiary Address: 10512 Sycamore Avenue, Stanton, CA 90680-2629

(b) The \$4,500.00 payment owed to OEHHA shall be delivered directly to OEHHA at the following addresses:

For United States Postal Delivery:

Mike Gyurics
Fiscal Operations Branch Chief
Office of Environmental Health Hazard Assessment
P.O. Box 4010
Sacramento, CA. 95812-0410

For Non-United States Postal Service Delivery:

Mike Gyurics
Fiscal Operations Branch Chief
Office of Environmental Health Hazard Assessment
1001 I Street, MS #19B
Sacramento, CA 95814.

5. REIMBURSEMENT OF FEES AND COSTS

In settlement of all the claims referred to in this Settlement Agreement, \$44,000.00 of the Total Settlement Payment shall be considered reimbursement of KASB'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 KASB and its counsel under the private attorney general doctrine and principles of principles of contract law. Navitas shall make these payments

on or before the date that is ten (10) days after the Effective Date, at which time such payments shall be made as follows:

The \$44,000.00 payment owed to KASB's counsel shall be delivered to:

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

The Parties expressly acknowledge and agree that the Settlement Payment (a) is the result of good-faith negotiations conducted by and between the Parties; (b) represents the sole consideration for the release of the Released Claims; and (c) constitutes fair and reasonable consideration for the release of any and all Released Claims. Navitas may issue 1099-MISC forms reflecting the Total Settlement Payment amount. KASB and/or KJT Law Group LLC, as applicable, shall be solely responsible for federal, state and local taxes due on their respective portions of the Total Settlement Payment, and each specifically agrees to indemnify and hold Navitas harmless for any and all claims involving federal, state or local taxes resulting from such responsibility.

6. RELEASE OF ALL CLAIMS

6.1. Release of Navitas, 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 through 6 above, KASB, and anyone acting by or through it or on its behalf, including but not limited to, its past, present and future respective agents, managers, heirs, grantees, devisees, members, officers, executors, administrators, assigns, successors in interest, attorneys, insurers, affiliates, and indemnitors (collectively, the "KASB Releasers"), hereby waives all rights to institute or participate in, directly or indirectly, any form of legal action and releases all claims relating to the Covered Products, including, without

limitation, all actions, and causes of action, in law or in equity, claims, suits, liabilities, demands, obligations, damages, costs, fines, penalties, liens, actions, charges, judgments, rights, losses or expenses (including, but not limited to, investigation fees, expert fees, bonds, bills, and attorneys' fees) of any nature whatsoever whether now known or unknown, suspected or unsuspected, whether legal or equitable or otherwise, whether presently existing or arising in the future, whether fixed or contingent and whether or not concealed or hidden, including, but not limited to, the dispute, any such claims made or referenced in the Covered Products, which the KASB Releasers, or any of them, now own or hold or have at any time heretofore owned or held against Navitas, and its past, present and/or future respective equity owners, parents, subsidiaries, affiliates, wholesalers, retailers, or dealers, distributors, sister and related companies and each and all of their past, present or future shareholders, members, directors, officers, consultants, affiliated entities or corporations, subsidiaries, divisions, franchisees, partners, joint venturers, agents, investors, creditors, insurers, indemnitors, guarantors, administrators, attorneys, employees, representatives, successors, predecessors, licensors, licensees, customers, agents, managers, heirs, executors, and assigns of any of the foregoing, for any alleged violations of Proposition 65, or any other alleged violations of statutory or common law, arising from alleged exposure to lead in relation to the Covered Product, up through the Effective Date.

KASB also, in its 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 against Navitas. KASB 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.

KASB, in its capacity, 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.

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 or its implementing regulations are repealed or are otherwise rendered inapplicable by reason of law generally, or as to the Covered Products, then Navitas may modify this Settlement Agreement to reflect such changes to the law, as set forth in Section 11.

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) 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 Navitas:
Ira Haber
Navitas, LLC
1 McInnis Parkway, Suite 225
San Rafael, CA 94903
ira@navitasorganics.com

with a copy to

Gino Maurelli
Brownstein Hyatt Farber Schreck, LLP
675 15th Street, Suite 2900
Denver, CO80202
gmaurelli@bhfs.com

For KASB:

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.

9. COUNTERPARTS; FACSIMILE/E-SIGNATURES

This Settlement Agreement may be executed in counterparts, each of which constitutes an original, but all of which together constitutes one and the same instrument. Several signature pages may be collected and annexed to one or more documents to form a complete counterpart. Each Party agrees that a digitally scanned copy of a signature shall be binding, and agrees that a Party may make delivery of its executed Agreement by transmitting a digitally scanned copy of the executed Agreement, saved as a .PDF file, to the other Party's counsel by email.

10. 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.

11. MODIFICATION

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

12. 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.

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.

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

Executed on July 14, 2025.

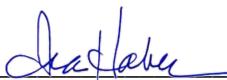
Keep America Safe and Beautiful



By: Lance Nguyen

Executed on July 10, 2025.

Navitas LLC



By: Ira Haber

Its: CEO