#### SETTLEMENT AGREEMENT

# 1. <u>INTRODUCTION</u>

#### 1.1 Parties

This Amended Settlement Agreement ("Settlement Agreement") is entered into by and between CalSafe Research Center, Inc. ("CRC"), on the one hand, and Amazon.com Services LLC ("Amazon") on the other hand, with CRC and Amazon each individually referred to as a "Party" and collectively as the "Parties."

# 1.2 General Allegations

CRC alleges that certain products, specified in Section 1.3 below, contain chemicals and are sold on www.amazon.com without a warning as required by Health and Safety Code §§ 25249.5, et seq. ("Proposition 65"). The alleged chemicals are listed pursuant to Proposition 65 as chemicals known to cause cancer and/or birth defects or other reproductive harm. Amazon denies these allegations.

# 1.3 Product Descriptions

The products covered by this Settlement Agreement are defined as the products described on Exhibit 1 attached hereto (collectively, the "Covered Products"). For the avoidance of doubt, while Exhibit 1 provides exemplar ASINs (product identification numbers) for each type of Covered Product if such ASIN was provided by CRC in the respective Notices (defined below), Covered Products includes all products and ASINs matching the listed product descriptions.

#### 1.4 Notice of Violation

CRC alleges that it served a total of 153 separate 60-Day Notices of Violation, as listed in Exhibit 2 attached hereto, ("the Notices") on Amazon, the California Attorney General, and the other requisite public enforcers, alleging that Amazon and others violated Proposition 65 when they failed to warn consumers in California of alleged exposures to listed chemicals from the Covered Products. CRC represents that, as of the Effective Date of this Settlement Agreement, it has no other pending Notices that it will pursue against Amazon.

To the best of the Parties' knowledge, no public enforcer has commenced and is diligently prosecuting an action to enforce the violations alleged in the Notices.

#### 1.5 No Admission

Amazon denies the material, factual, and legal allegations in the Notices and maintains that all of the products it sold and/or distributed for sale in California, including the Covered Products, have been, and are, in compliance with all laws. Nothing in this Settlement Agreement shall be construed as an admission by Amazon or any of its officers, directors, shareholders, employees, agents, parent companies, subsidiaries, divisions, affiliates, franchisees, licensees, customers, suppliers, distributors, wholesalers, or retailers of any fact, finding, conclusion, issue of law or violation of law, nor shall compliance with this Settlement Agreement constitute or be construed as an admission by Amazon or any of its officers, directors, shareholders, employees, agents, parent companies, subsidiaries, divisions, affiliates, franchisees, licensees, customers, suppliers,

distributors, wholesalers, or retailers of any fact, finding, conclusion, issue of law or violation of law, such being specifically denied by Amazon. This Section shall not, however, diminish or otherwise affect Amazon's obligations, responsibilities, and duties 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 Clear and Reasonable Warnings

Commencing thirty (30) days after the Effective Date, for any Covered Products identified in Section 1.3 of this Settlement Agreement that are offered for sale to consumers using a California delivery address on amazon.com, Amazon will (a) place a Section 2.2 warning on each Covered Product's online product page on amazon.com; or (b) cease offering the Covered Product for sale on amazon.com to consumers using a California delivery address.

# 2.2 Text of the Warning

Amazon shall use the relevant warning set forth below, for the specific listed chemical(s) identified for each Covered Product on Exhibit 1 hereto:

**WARNING:** Consuming this product can expose you to chemicals including Lead and lead compounds, which 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

**WARNING:** Consuming this product can expose you to chemicals including Cadmium and cadmium compounds, which are known to the State of California to cause birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov/food.

Amazon may, at its option, use the words "CA WARNING:" or "CALIFORNIA WARNING:" instead of the word "WARNING:".

Any warning must be provided by including either the warning or a clearly marked hyperlink using the word "WARNING" on the Product display page, or by otherwise prominently displaying the warning to the purchaser prior to completing the purchase.

# 2.3 Foreign Language Requirement

To the extent that product information for any Covered Product appears in language(s) other than English (e.g., if a potential purchaser chooses to review amazon.com's website in Spanish, using a browser's translation feature), the Proposition 65 warning must also be provided in the same language(s).

# 2.4 Compliance

The Parties agree that placement of the warnings set forth above on each Covered Product's online product page on amazon.com shall constitute compliance by Amazon with Proposition 65 with respect to any Covered Products.

## 2.5 Changes in Warning Regulations or Statutes

In the event that the Office of Environmental Health Hazard Assessment promulgates one or more regulations requiring or permitting warning text and/or methods of transmission different than those set forth above, Amazon shall be entitled to use, at its discretion, such other warning text and/or method of transmission without being deemed in breach of this Settlement Agreement. If regulations or legislation are enacted or issued providing that a Proposition 65 warning for any of the Covered Products is no longer required, a lack of warning will not thereafter be a breach of this Settlement Agreement.

# 2.6 Cure Period

If CRC, its agents, or its attorneys identify in the future any Covered Product being sold to customers using a California delivery address on www.amazon.com without the warning required by this Settlement Agreement, CRC agrees to advise Amazon of such potential violation in writing (pursuant to Section 7) with supporting information sufficient for Amazon to identify the product with specificity, and to provide Amazon with forty-five (45) calendar days (calculated from the date written notice is provided electronically) to cure any alleged violation, including by providing the required Proposition 65 online warning or restricting sale of the product in California. If the alleged non-compliance is cured within forty-five (45) calendar days, then Amazon shall not be deemed in breach of this Agreement and CRC shall take no further action to enforce this Agreement. If the alleged non-compliance is not cured within that time period, CRC may seek to enforce this Settlement Agreement in a court of law.

# 3. MONETARY SETTLEMENT TERMS

## 3.1 Total Settlement Payment

In full satisfaction of all potential civil penalties, attorneys' fees, and costs, Amazon shall make a total settlement payment of One Hundred Nineteen Thousand Dollars and Zero Cents (\$119,000.00) ("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 Notices or referred to in this Settlement Agreement, Amazon agrees to pay Eleven Thousand Nine Hundred Dollars (\$11,900.00) 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 paid to the California Office of Environmental Health Hazard Assessment ("OEHHA") and the remaining 25% of the penalty amount retained by CRC. Within forty five (45) calendar days of the Effective Date and Amazon's receipt of a current W-9 form from CRC and CRC's attorney, whichever date is later, Amazon shall issue a check to "OEHHA" in the

amount of Eight Thousand Nine Hundred Twenty-Five Dollars and Zero Cents (\$8,925.00) and shall, pursuant to the instructions below, wire to CRC's counsel the amount of Two Thousand Nine Hundred Seventy Five Dollars and Zero Cents (\$2,975.00).

All payments owed to OEHHA (EIN: 68-0284486) pursuant to this Section shall be delivered directly to OEHHA (Memo Line "Prop 65 Penalties," if possible) at the following addresses:

For United States Postal Delivery Service:

Mike Gyurics Fiscal Operations Branch Chief Office of Environmental Health Hazard Assessment P.O. Box 4010, MS 19B Sacramento, CA 95812-4010

For Non-United States Postal Delivery Service:

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

All penalty payments owed to CRC 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 File No. P65-0540

#### 3.3 Attorney 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 forty-five (45) calendar days of the Effective Date and Amazon's receipt of a current W-9 form from CRC and CRC's attorney, whichever date is later, Amazon agrees to pay One Hundred and Seven Thousand One Hundred Dollars and Zero Cents (\$107,100.00) to CRC's counsel for all fees and costs incurred in investigating, bringing this matter to the attention of Amazon, and negotiating a settlement.

The payment 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: Attorney's Fees and Costs File No. P65-0540

#### 3.4 Tax Documentation

Amazon agrees to issue 1099-MISCs in accordance with its standard accounting practices and applicable law. CRC and Manning Law agree to provide IRS W-9 forms as payees under this Settlement Agreement.

# 4. CLAIMS COVERED AND RELEASED

#### 4.1 CRC's Release of Noticed and Related Parties

This Settlement Agreement is a full, final, and binding resolution between CRC and Amazon of any violation of Proposition 65 that was or could have been asserted by CRC, on behalf of itself, or on behalf of its past, current, and future agents, representatives, attorneys, successors, and/or assignees, against Amazon or its parents, subsidiaries, affiliated entities under common ownership, directors, officers, employees, attorneys, and each entity to whom Amazon directly or indirectly distributes or sells the Covered Products (collectively, "Releasees"), including its downstream distributors and retailers, but not including its upstream suppliers and manufacturers, for unwarned exposures to lead, lead compounds, cadmium, and/or cadmium compounds from the Covered Products manufactured, distributed, sold, or distributed for sale in California on amazon.com prior to the Effective Date.

CRC, acting on its own behalf and not on behalf of the public, fully releases and discharges Amazon and Releasees (collectively, the "Released Parties" and individually, a "Released Party"). CRC, on behalf of itself and its officers, directors, shareholders, employees, agents, parent companies, subsidiaries and divisions 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 based on or related to the handling, use, sale, distribution or consumption of the Covered Products in California, as to any alleged violation of Proposition 65 or its implementing regulations, including without limitation any failure to provide Proposition 65 warnings on the Covered Products with respect to exposures to lead, lead compounds, cadmium, and/or cadmium compounds.

#### 4.2 Amazon's Release of CRC

Amazon, 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 by CRC and its attorneys and other representatives, whether in the course of investigating claims, otherwise seeking to enforce Proposition 65 against it in this matter, or with respect to the Covered Products.

# 4.3 California Civil Code Section 1542

It is possible that other claims not known to the Parties, arising out of the Notices or relating to the Covered Products, will develop or be discovered. CRC on behalf of itself only, and Amazon on behalf of itself only, acknowledge that this Settlement Agreement is expressly intended to cover and include all such claims up through and including the Effective Date, including all rights of action therefore. CRC and Amazon acknowledge that the claims released in Sections 4.1 and 4.2 above may include unknown claims, and nevertheless waive California Civil Code section 1542 as to any such unknown claims. California Civil Code section 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.

CRC understands and acknowledges the significance and consequences of these waivers of California Civil Code Section 1542 and similar federal and state statutes, case law, rules, or regulations relating to limitations on releases. In connection with such waivers and relinquishment, CRC acknowledges and agrees that it may hereafter discover facts in addition to, or different from, those facts known to it or which it now believes to be true with respect to the subject matter of this Settlement Agreement. Nevertheless, CRC agrees that it is its intention to release, fully, finally, and forever, all claims, demands, suits, or causes of action of any kind against the Amazon as of the Effective Date of this Settlement Agreement, and, in furtherance of such intention, the releases will be and remain in effect notwithstanding the discovery or existence of any such additional or different facts. CRC assumes full responsibility for any and all damages, losses, costs, and expenses of any kind that it may incur hereafter as a result of any such additional or different facts. CRC does not, however, waive or release any claim that may arise in the future for breach of this Settlement Agreement or any provisions herein. This release of Amazon by CRC extends only to potential claims arising out of the Covered Products and in no way restricts CRC's right to enforcement of Proposition 65 relating to other products.

# 5. **SEVERABILITY**

In the event that any of the provisions of this Settlement Agreement are held by a court of competent jurisdiction to be unenforceable, the validity of the remaining enforceable provisions shall not be adversely affected.

#### 6. GOVERNING LAW

The terms of this Settlement Agreement shall be governed by the laws of the State of California, without regard to its conflicts of law principals. In the event that Proposition 65 is repealed or is otherwise rendered inapplicable by reason of law generally, or as to the Covered Products specifically, or the Covered Products are reformulated so as not to contain any chemicals requiring a Proposition 65 warning, then Amazon may provide written notice to CRC of any such changes and have no further obligations pursuant to this Settlement Agreement with respect to, and to the extent that, the Covered Products are so affected. Nothing in this Settlement Agreement shall be interpreted to relieve Amazon from any obligation to comply with any pertinent state or federal toxics control laws.

# 7. NOTICE

When any Party is entitled to receive any notice under this Settlement Agreement, the notice shall be sent by first class mail or electronic mail to the address set forth in this paragraph. Any Party may modify the person and address to whom the notice is to be sent by sending the other Party notice by electronic mail and any of the following: (i) personal delivery; (2) first-class, registered, or certified mail, return receipt requested; or (3) a registered overnight courier on any Party by the other Party at the following addresses:

Notices shall be sent to:

#### For CRC

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

#### For Amazon

Gregory L. Doll Jamie O. Kendall Doll Amir & Eley LLP 515 Flower St., Suite 1812 Los Angeles, CA 90071 gdoll@dollamir.com jkendall@dollamir.com

#### 8. COUNTERPARTS: FACSIMILE SIGNATURES

This Settlement 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.

# 9. 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).

#### 10. MODIFICATION

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

# 11. ENTIRE AGREEMENT

This Settlement Agreement contains the sole and entire agreement and understanding of the Parties and any and all prior negotiations 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 Settlement Agreement have been made by, or relied on, any Party. For clarity, this Settlement Agreement amends and supersedes the Settlement Agreement fully executed by the Parties on September 12, 2025.

#### 12. INTERPRETATION

No inference, assumption or presumption shall be drawn, and no provision of this Settlement 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 Settlement Agreement. The Parties waive the provisions of Civil Code § 1654. It is conclusively presumed that the Parties participated equally in the drafting of this Settlement Agreement.

## 13. PUBLIC BENEFIT

It is CRC's and Amazon's understanding that the commitments Amazon has agreed to herein, and the actions to be taken by Amazon 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 the Parties 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 Amazon's alleged failure to provide a warning concerning actual or alleged exposure to lead, lead compounds, cadmium, and/or cadmium compounds from any Covered Product manufactured, distributed, sold, or offered for sale in California previously or in the future, 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 Amazon is in material compliance with this Settlement Agreement.

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# 14. <u>AUTHORIZATION</u>

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.

AGREED TO:	
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Date: December 4, 2025

By: \_\_\_\_\_\_\_\_Bocusigned by:

CRC

AGREED TO:

Date: \_\_December 3, 2025

By: Signed by:

Output

By: 61950B9EFB1945A...

Amazon.com Services LLC
Authorized Representative

# Exhibit 1

<b>Covered Product Description</b>	Exemplar ASIN(s) (If Identified by CRC)	Alleged Chemical
Action One, Instant A1 Curry Paste Chicken Meat, Net Wt. 230g	B08HLV48CB B08HLXS6KM	Lead
AKI, American Ginseng Powder, Net Wt. 42.5g	B09QRN5XC9	Lead
Amardillo, Ranchero Mole Paste, Net Wt. 238g		Lead
Amazing Chilis & Spices, Chili Lime Spiced Mango, Net Wt. 454g	B0B1LZ61J5	Lead
Amazing Formulas,Boswellia Extract & Turmeric, Net Wt. 60 Capsules	B0C4QWJ1C2	Lead
Amazing Grass, Organic Supergreens Powder, Net Wt. 150g	B078GZ8Y66	Lead
Ancestral Roots, Spirulina Powder, Net Wt. 142g	B07RM84J9K	Lead
Arbor Foods, Theo"s Beet Jerky Sea Salt & Cracked Pepper, Net Wt. 57g	B0BNS6LZTB	Lead
Aroma Depot, Moringa Powder, Net Wt. 8oz	B07RWPPBSF	Lead
Aurora Natural, Organic Raw Sunflower Seeds, Net Wt. 269g	B07F3TN1NC	Cadmium
Austin, Chili Crisp Spice Blend, Net Wt.	B0BL6JGDP8	Lead
Avador, Organic Moringa Powder, Net Wt. 200g  Aznut, Dried Turkish Apricots (Dark),	B08WRMDB9G	Lead
Net Wt. 454g  Better Alt, Greens Powder, Net Wt. 260g	B07KGG492N B0B3XLJM2L	Lead
Bianco, Dinapoli Tomato Paste, Net Wt. 170g	B09ZPZFR11	Lead Lead
Bibamm, Dried Shiitake Mushroom, Net Wt. 3oz	B0BVH3B9ZP	Lead
Bigs, Corp., Cheese Burger Sunflower Seeds, Net Wt. 152g	B084JCBVG7	Cadmium
BN Labs, Organic Spirulina Powder, Net Wt. 225g	B06XRZH2R1	Lead
Borovela, White Mulberry Matcha, Net Wt. 50g	B07WZKM8MB	Lead
BTR ALT, Greens Powder, Net Wt. 260g Bulk Supplements, Wheatgrass Powder,	B0B3XLJM2L	Lead
Net Wt. 100g Campo D"Oror, SundriedTomato Pat"e, Net Wt. 180g	B087V778DN B0BLHS9B93	Lead Lead

Cap Nutra, Brown Rice Protein, Net Wt.		
226.8g	B00SS8FFGA	Lead
Carlyle, Moringa Complete Green		
Superfood, Net Wt. 180 Capsules	B0992RGWXQ	Lead
Carrot Bacon, Carolina Smoke, Net Wt.		
30g	B08TX5Y988	Lead
Chaism, Pure Organic Matcha Powder,	DODDOUD 100	T 1
Net Wt. 12g	B0BPGJFMQ8	Lead
Crespo, Capers in salted water, Net Wt. 198g	B00MWTYX00	Lead
CSVAM, Organic Powder Matcha, Net	DUUWIW I I AUU	Lead
Wt. 100g	B08PTJRH28	Lead
Darsa Organics, Organic Wheat Grass		
Powder, Net Wt. 454g	B0C7MFY9FR	Lead
Dev Ayurveda, Hibiscus Powder, Net Wt.	Bootin 1911t	Dott
100g	B0BVKL6NQG	Lead
Dr. Murray Superfoods, 3 Seed Protein		
Powder, Net Wt. 453.5g	B08NC3XSK6	Lead
Dr.Bo, Organic Superfood Greens, Net		
Wt. 60 Tablets	B0B2KYPHTV	Lead
Dulces Colibri, Mango Pina Colada, Net		
Wt. 16oz	B0C63ZR5SS	Lead
	DOOCCIII AATV	
	B006SHM4TY B091D7NJL7	
	B008U4PGAW	
	B089C4V52B	
	B0791BTYXN	
	B0D186QHM2	
	B0CFW267SC	
	B07T9N3LRX	
Earth Circle Organics, 100% Chlorella	B0CHCXR8PJ	
Powder, Net Wt. 113.4g	B091D3SMC9	Lead
Edis Garden, Sun Dried Tomato		
Marinated Cauliflower, Net Wt. 20g	B09634BBCW	Lead
Elite Nutrition, Organic Wheat Grass		
Powder, Net Wt. 454g	B09V7Y8SWF	Lead
Emirelli, Organic Sun-Dried White		
Mulberries, Net Wt. 200g	B086L1BJYB	Lead
EVL Evlution Nytrition, Stacked Green		
Energy, Net Wt. 207g	B0BHXFC4BM	Lead
Flackers, Flax Seed Crackers Savory, Net		
Wt. 142g	B0078DQ7PE	Lead
Fortune International Enterprises, Orange		
Peel Powder, Net Wt. 227g	B09X45ZR5V	Lead
Fragata, Capers Capote, Net Wt. 240g	B00BHFER24	Lead

FrolDoo, Shiitake Mushrooms, Net Wt.		]
140g	B0BH1V1HFT	Lead
Fungus Among Us, Organic Shiitake	Doolor Cocks	
Mushrooms, Net Wt. 28g Giovanni"s, Organic Tomato Paste, Net	B0019LC0CU	Lead
Wt. 127g	B0BR8RDCVK	Lead
	B01924HF6Q	
	B094M9159W	
	B01ASZZ15A	
GoNutra, Spirulina Powder, Net Wt. 4oz	B00JLVGVOI	Lead
Gour Agro Products, Nature"s Moringa		
Ofeifera Max, Net Wt. 100g	B08FCBLS11	Lead
Gourmet 212, Grape Leaves, Net Wt. 908g	B07JRGCC6L	Lead
Grass Root Naturals, Organic Spirulina	BOTSTCCCOE	Doud
Powder, Net Wt. 190g	B0BRDJ7Z79	Lead
Green Foods, Organic Chlorella Powder,		
Net Wt. 60g	B0BK29Y7JM	Lead
Herbaila, Dried Apricots, Net Wt. 454g	B0933KJ44P	Lead
Herbal Hills, Moringa Tablet, Net Wt. 120 Tablets	B08QV976LX	Lead
Human Improvement, Hi Vanilla Protein	D08QV970LA	Lead
Powder, Net Wt. 37g	B08CL4BHD5	Lead
6	B07XXFTG7L	
Human Vitae, Supergreens Premium	B07XXH9CGC	
Juice Powder, Net Wt. 210g	B0844RFC3Z	Lead
Indus Farms Superfoods, Freeze Dried		
Fruit Java Plum, Net Wt. 20g	B0B1GZD263	Lead
IYA Foods, Dried Hibiscus Flower	DOLLOWGGDY	T 1
Powder, Net Wt. 113.4g	B01J8XCSPY	Lead
Iyasa Holistics, Organic Moringa Leaf Powder, Net Wt. 114g	B087CHBYXG	Lead
Jai Ho,Organic Alma Powder, Net Wt.	D00/CHD1AG	Lead
2lbs	B0B1Y3N8VK	Lead
Jayone Foods, Young Barley Grass		
Powder, Net Wt. 200g.	B0925T53M8	Lead
Juquilita, Mole Negro from Oaxaca, Net	D011111C0C7O	Load
Wt. 17oz	B01HUC9S7Q	Lead
Karibbean Flavours, Dried Seamoss (Irish Moss), Net Wt. 85g	B07BNXK38X	Lead
Kate Naturals, Organic 7 Mushroom	DUIDIMINUM	Leut
Blend Powder, Net Wt. 28g	B0C4S8PGKM	Lead
Kate Naturals, Organic Lion's Mane		
Powder, Net Wt. 57g	B0C31L3X5Y	Lead

Kate Naturals, Organic Spirulina Powder,		1
Net Wt. 227g	B09HLDRNVB	Lead
Key Nutrients, Collagen Creamer	BOTTEBICITE	Lead
Chocolate, Net Wt. 394g	B09M3KYNNY	Lead
La Coman Danta, Oaxacan Mole Sauce,		
Net Wt. 400g	B085H9TMHD	Lead
Lybelu, Dried Apricots, Net Wt. 113g	B0BKH371VL	Lead
Manischewitz, Premium Dried Apricots,	BOBILIO / I · E	2000
Net Wt. 170g	B08DRVKSMW	Lead
Mekhala, Organic Red Curry Paste, Net		
Wt. 100g	B09TJTRV6F	Lead
Micheladas Elgordo, Mango Candy, Net		
Wt. 170g	B0971S732M	Lead
Minh Phat Food, Jack Fruit Chips, Net		
Wt. 200g	B00886ETA0	Lead
Mogo, Pure Moringa Oleifera Powder,		
Net Wt. 180 Capsules	B084GGZWDH	Lead
Moku Foods, Plant-based Jerky Original,		
Net Wt. 56g	B08QYXWDFX	Lead
Mole San Juan, Mole Casero Net Wt.		Lead
Myco Logical, Organic Shiitake		
Mushrooms, Net Wt. 28g	B002HQSNCW	Lead
Namprik Mae Anong, Red Curry Paste,		
Net Wt. 454g	B006VD15G8	Lead
Natural Systems, Turmeric, Net Wt. 60		
Capsules	B0B6DLKM1Y	Lead
Nature's Craft, Irish Sea Moss, Net Wt. 30		
Capsules	B0BXLPJJPX	Lead
Nature"s Goodness, Organic		
Ashwagandha Powder, Net Wt. 113g	B0BJGKTXMD	Lead
Nature"s Goodness, Organic Super	B0C8BCFKYB	
Greens Powder, Net Wt. 226g	B0BJGKTXMD	Lead
Nature"s Truth, Moringa Oleifera, Net		
Wt. 60 Capsules	B07X13B8YQ	Lead
Naturevibe Botanicals, Moringa 1000mg,		
Net Wt. 180 Casules	B075CTFJXV	Lead
Nautical Elements, Organic Wheat Grass,		
Net Wt. 200g	B07J2X2J8Z	Lead
Nesar Food, Matcha Green Tea Powder,		
Net Wt. 50g	B0BNNTGWNS	Lead
Nova Nutritions, Organic Hibiscus		
Powder, Net Wt. 454g	B08PHNBKGB	Lead
Nutrition Bulk, Brown Rice Protien	Do Chia Corres	
Powder, Net Wt. 16oz	B06W2G8VQZ	Lead
Nutty & Fruity, Chili Mango, Net Wt.	DOOYZADCOM	T 1
255g	B09YZ4D69M	Lead

Organic Herbs, Moringa Ofeifera Powder, Net Wt. 100g	B0C13RM18T	Lead
Organic Spice Resource, Moringa Leaf Powder, Net Wt. 226g	B08W27HCP3	Lead
Organic Zing, Organic Moringa Powder, Net Wt. 227g	B0C2HG7FTY	Lead
Organicos Tierrapura, Perlas De Moringa 500mg, Net Wt. 90 Casules	B098R7ZZW2	Lead
Panco Foods, Pan"s Mushroom Jerky Original, Net Wt. 62g	B07FD4RPZR	Lead
Perscribed for Life, Chlorella - Broken "Cracked" Cell, Net Wt. 4oz		Lead
PEScience, Select Plant Protein Vanilla Indulgence, Net Wt. 147.5g	B07KMGJXYG	Lead
PlantFusion, Complete Protein Creamy Vanilla Bean, Net Wt. 30g	B0BQZ2S4R3	Lead
Probase Nutrition, Organic Wheat Grass Powder, New Wt. 1lbs	B091TW51YJ	Lead
Pure Anatolia, Sun Dried Mulberries, Net Wt. 142g	B09RJZ5R7W	Lead
Purely Inspired, Organic Protein French Vanilla, Net Wt. 612g Q Nutritions, Spirulina Tablets, Net Wt.	B00K0FTJ1Q	Lead
60 Tablets Raices del Huerto, Camu Camu, Net Wt.	B09NF69TH4	Lead
120g Rainforest Supply, Moringa Powder, Net	B07DQV2LRP	Lead
Wt. 142g Rumi, Ras El Hanout, Net Wt. 65g	B0B1F46T1Q B08TJX3VQS	Lead Lead
RV Essential, Ashwagandha Powder, Net Wt. 100g	B084YV5GNP	Lead
Sam"s, Harvest Soy Jerky #19 Original Recice, Net Wt. 113g	B00YPS1YHQ	Lead
Sanniti, Harissa, Net Wt. 400g	B07V8662P5 B097V11KHJ	Lead
SB Organics, Green Superfood Powder, Net Wt. 294g	B07XKC96V3	Lead
SB Organics, Kale Powder, Net Wt. 8 oz Shinesion, Matcha Powder, Net Wt.	B07MTPFYTV	Lead
1.06oz Sincerely Nuts, Dried Turkish Apricots,	B0BYYL5J14	Lead
Net Wt. 16oz Spice Enthusiast, Mexican Mole Powder,	B00I03JPXW	Lead
Net Wt. 113g  Spice Train, Certified Organic Moringa Powder, Net Wt. 397g	B0B9KCHP3R B096KZ74F1	Lead Lead

Spices Village, Orange Peel Powder, Net Wt. 112g	B0BRDJB8TJ	Lead
Spicewalla, Golden Milk, Net Wt. 103g	B07YXD3G32	Lead
Spicy Organic, Organic Ashwagandha Powder, Net Wt. 113g	B095GSBVTQ	Lead
Spicy Organic, Organic Moringa, Net Wt.  113g	B09R45637N	Lead
Sugar Plum, Thai Coconut Curry, Net Wt. 72g	B0BHXBG8X9	Lead
Sun I"farm, Organic Spirulina Powder, Net Wt. 250g	B09Q1CNNW1	Lead
Sungiven Foods, Onetang Dried Shiitake Mushrooms, Net Wt. 57g	B096XTGYW4	Lead
Sunwarrior, Collagen Building Protein Peptides Peppermint Bark, Net Wt. 175g	B07PR64C8F	Lead
Swanson, Full Spectrum Ashwagandha, Net Wt. 100 capsules	B00068UBYQ	Lead
Sweet Nothings, Nut Butter Bites Apple Cinnamon, Net Wt. 40g	B097CFP4YH	Lead
Terrasoul Superfoods, Ginger Root Powder	B072HFRSNL	Lead
The Bart Ingredients Company, Yellow Thai Curry Paste, Net Wt. 90g	B0170B28RY	Lead
The Henna Guys, Hibiscus Powder, Net Wt. 100g	B00JRN8XVY	Lead
Tropical Wholefoods, Dried Mushrooms Shiitake, Net Wt. 50g	B004WOF6DG	Lead
U.S. Wellness Naturals, Moringa Leaf Powder, Net Wt. 453g	B07S5YV7GT	Lead
Unleash"d Organic, Organic Barley Grass Powder, Net Wt. 16oz	В0В58ХНЈВВ	Lead
US TCM, Tienchi Powder, Net Wt. 55g	B079CB6973	Lead
Vegan Tiramisu Factory, Vegan Soyami Original Jerky, Net Wt. 150g	B08SHQ5D23	Lead
Vegky, Shiitake Mushroom Jerky Original Teriyaki, Net Wt. 70g	B08CCH8FV6	Lead
Vegky, Shiitake Mushroom Jerky Pepper, Net Wt. 70g		Lead
Vekado, Moringa, Net Wt. 60 Capsules	B0BZDM9QZW	Lead
Vigo, Capers Nonpareilles, Net Wt. 104ml	B0BLKLCYN3	Lead
Viva Naturals, Organic Ashwagandha, Net Wt. 90 Tables	B09H1T3KN4	Lead
Wellness, Harissa Spice, Net Wt. 227g	B09L539Z4K	Lead

Wilderness Poets, Alkalizing Super Greens, Net Wt. 99g	B081QQJP9B	Lead
Windson Organics, Organic Hibiscus Powder, Net Wt. 227g	B06XRZH2R1	Lead
Yerbero, Almond Mole, Net Wt. 454g	B0BWGY9V6N	Lead
Yerbero, Black Mole Paste, Net Wt. 454g		Lead
Yerbero, Coloradito Mole Paste, Net Wt. 454g		Lead
Yerbero, Pipian Mole, Net Wt. 454g	B0BX4W2KGD	Lead
Yerbero, Poblano Mole, Net Wt. 238g	B0BW4VTH65 B0BRPVRFNB B0BRPVKDPP	Lead
Yerbero, Poblano Mole, Net Wt. 454g	B0BWMQ7M11	Lead
Yerbero, Veracruz Style Mole Paste, Net Wt. 454g		Lead
Ziba Foods, Dried White Mulberries, Net Wt. 150g	B07NLFLCC5	Lead
Zint, Organic Whole-Leaf Wheatgrass Powder, Net Wt. 226g	B08PQ34YSZ	Lead

Exhibit 2

Notice of Violation
(Attorney General Number)
2023-00496
2023-01868
2023-01869
2023-01871
2023-02064
2023-02166
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