

SETTLEMENT AND RELEASE AGREEMENT

1. **INTRODUCTION**

1.1. **Keep America Safe and Beautiful and Wraggemamma, 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 Wraggemamma, LLC ("Wraggemamma"), on the other hand, with KASB and Wraggemamma collectively referred to as the "Parties."

1.2. **General Allegations**

KASB alleges that Wraggemamma manufactured, distributed, and offered for sale in the State of California Greens 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.*, and its implementing regulations ("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 as Sarah Wragge Wellness – Alkalize Detoxifying Greens Powder – 8 Antioxidant – Rich Greens + Turmeric; UPC #: 754063391192, that Wraggemamma 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 October 4, 2024, KASB served Wraggemamma 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

Wraggemamma and such public enforcers with notice that Wraggemamma was allegedly in violation of Proposition 65 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 Wraggemamma's compliance with Proposition 65. Specifically, Wraggemamma denies the allegations contained in KASB'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 or any other statutory, regulatory, common law or equitable doctrine. Nothing in this Settlement Agreement shall be construed as an admission by Wraggemamma 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 Wraggemamma of any fact, finding, conclusion, issue of law, or violation of law, such being specifically denied by Wraggemamma. However, nothing in this section shall diminish or otherwise affect the obligations, responsibilities, and duties of Wraggemamma 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 on the Effective Date, Wraggemamma shall not manufacture 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 Wraggemamma 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 Wraggemamma 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 Wraggemamma is required to provide a warning pursuant to Section 2.1, Wraggemamma shall comply with the warning requirements of Proposition 65 and one of the following warnings must be utilized ("Warning").

Option 1:

<p>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.</p>

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.

Wraggemamma 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 requirements for warnings, set forth herein, are imposed pursuant to the terms of this Settlement Agreement. The Parties recognize that these are not the exclusive methods of providing a warning under Proposition 65 and its implementing regulations. Wraggemamma shall be deemed to be in compliance with the warning requirements of this Settlement Agreement by either adhering to the requirements herein or by complying with the Proposition 65 warning requirements adopted by the State of California Office of Environmental Health Hazard Assessment as of or after the Effective Date. 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 Wraggemamma may modify this Settlement Agreement to reflect such changes to the law, as set forth in Section 12.

Required Warning labels shall comply with the requirements of Proposition 65. If consumer information on the package is in a foreign language, the warning must also be provided in the foreign language. The warning must be set off from other surrounding information, enclosed in a box. For any Covered Product sold by Wraggemamma over the internet, (a) the Warning shall be provided on the product display page, or (b) a clearly marked

hyperlink shall be provided on the product display page using the word "WARNING" or the words "CA WARNING" or "CALIFORNIA WARNING" in all capital and bold letters which links to the Warning, or (c) the Warning or a hyperlink to the Warning using the word "WARNING" or the words "CA WARNING" or "CALIFORNIA WARNING" in all capital and bold letters shall be prominently displayed on the checkout page prior to purchase when a California delivery address is indicated for any purchase of any Covered Product.

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, Wraggemamma shall pay \$30,000.00 as settlement and for fees and costs, incurred as a result of investigating and bringing this matter to Wraggemamma's attention ("Settlement Amount").

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

In settlement of all the claims referred to in this Settlement Agreement, \$4,000.00 of the Settlement Amount 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 (\$3,000.00) remitted to the California Office of Environmental Health Hazard Assessment ("OEHHA") and the remaining 25% of the penalty (\$1,000.00) shall be remitted to KASB. Wraggemamma shall deliver the penalty payment to KASB's counsel. KASB's counsel shall be responsible for delivering OEHHA's and KASB's portions of the penalty payment made under this Agreement to those entities and shall comply with all Proposition 65 requirements

regarding this settlement, including without limitation the requirement to serve the settlement on the California Attorney General.

5. REIMBURSEMENT OF FEES AND COSTS

In settlement of all the claims referred to in this Settlement Agreement, \$26,000.00 of the Settlement Amount 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.

6. PAYMENT INFORMATION

Wraggemamma 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 Wraggemamma, 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, on behalf of itself, 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 Product, including, without limitation, all actions, and causes of action, in law or in equity, suits, liabilities, demands, obligations, damages, costs, fines, penalties, losses or expenses (including, but not limited to, investigation fees, expert fees and attorneys' fees) against Wraggemamma, its equity owners, parent companies, corporate affiliates,

subsidiaries, predecessors, successors and assigns (collectively “Releasees”) and each of its manufacturers, distributors, wholesalers, licensors, licensees, auctioneers, retailers, including but not limited to manufacturer and Knockout Beauty Retail Group, LLC – 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.

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 Product will develop or be discovered. This Settlement Agreement is expressly intended to cover and include all such claims up through the Effective Date. 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.

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.

9. 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 Wraggemamma:	Heather Demirjian, Esq. Cole Schotz P.C. Court Plaza North 25 Main Street Hackensack, NJ 07601
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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.

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. MODIFICATION

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

13. 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.

14. 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 7/17/2025.

Keep America Safe and Beautiful



By: Lance Nguyen

Executed on 07 / 14 / 2025.

Wraggemamma, LLC



By: Sarah Wragge

Its: Founder + CEO