

SETTLEMENT AGREEMENT

1. INTRODUCTION

1.1 Parties

This Settlement Agreement is entered into by and between Environmental Health Advocates, Inc. ("EHA"), on the one hand, and Etz Hayim Holdings, S.P.C. d/b/a Lazarus Naturals and North Fork Distribution, S.P.C. d/b/a Cycling Frog ("Lazarus Naturals and Cycling Frog"), on the other hand, with EHA, Lazarus Naturals and Cycling Frog each individually referred to as a "Party" and collectively as the "Parties." EHA is a corporation in the State of California serving in the interest of the general public by seeking to promote awareness of exposures to toxic chemicals and to improve human health by reducing or eliminating hazardous substances used in consumer products. EHA alleges that Lazarus Naturals and Cycling Frog is a person in the course of doing business for purposes of the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health and Safety Code § 25249.6 *et seq.* ("Proposition 65").

1.2 General Allegations

EHA alleges that Lazarus Naturals and Cycling Frog manufactures, sells, and/or distributes for sale in California, THC-infused products that contain Δ^9 - Tetrahydrocannabinol (also known as "Delta-9-THC" or "THC") and that it does so without first providing the health hazard warning required by Proposition 65. THC is listed pursuant to Proposition 65 as a chemical known to cause developmental/reproductive harm.

1.3 Product Description

The products covered by this Settlement Agreement are defined as, and expressly limited to Cran Razz THC Seltzer 6pk, Wintergreen Mints, and Lazarus Naturals Unwind CBD+THC Gummies ("Covered Products"), that are manufactured, sold and/or distributed for sale in California by Lazarus Naturals and Cycling Frog.

1.4 Notices of Violation

On or around November 21, 2024, EHA served Lazarus Naturals and Cycling Frog, the California Attorney General, and certain other public enforcement agencies with two 60-Day Notices

of Violation of Proposition 65 (“Notices”). The Notices alleged that Lazarus Naturals and Cycling Frog had violated Proposition 65 by failing to sufficiently warn consumers in California of the health hazards associated with exposures to THC contained in Covered Products.

To the best of the parties’ knowledge, no public enforcer has commenced or is otherwise prosecuting an action to enforce the violations alleged in the Notices.

1.5 No Admission

Lazarus Naturals and Cycling Frog deny the material, factual, and legal allegations in the Notices and maintain that all of the products sold and/or distributed for sale in California, including Covered Products, have been, and are, in compliance with all laws. Nothing in this Settlement Agreement shall be construed as an admission by Lazarus Naturals and Cycling Frog 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 Lazarus Naturals and Cycling Frog of any fact, finding, conclusion, issue of law or violation of law, such being specifically denied by Lazarus Naturals and Cycling Frog. This Section shall not, however, diminish or otherwise affect Lazarus Naturals and Cycling Frog’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 executed by the Parties.

2. INJUNCTIVE RELIEF

2.1 General Warning Requirements

Commencing sixty days following the Effective Date (hereafter referred to as the “Compliance Date”), Lazarus Naturals and Cycling Frog agree any Covered Product sold that was not reformulated pursuant to paragraph 2.1 shall contain a “clear and reasonable” Proposition 65 warning, within the meaning of Section 25249.6 of the Act. Lazarus Naturals and Cycling Frog agree that each warning shall be prominently placed with such conspicuousness, as compared with other words, statements, designs, or devices as to render it likely to be seen, read and understood by an ordinary individual under customary conditions before purchase or use. Each warning shall be

provided in a manner such that the consumer or user understands to which specific Covered Products the warning applies, and which listed chemical(s) is/are implicated, so as to minimize the risk of consumer confusion.

For purposes of this Settlement Agreement, a clear and reasonable warning for the Covered Products shall consist of a product-specific warning via one or more of the following methods: (1) A posted sign, shelf tag, or shelf sign for the consumer product at each point of display of the product; (2) Any electronic device or process that automatically provides the warning to the purchaser (not applicable to internet purchases, which are subject to the provisions of § 25602(b)); or (3) A warning directly affixed to the product's label or tag. Specifically, pursuant to § 25607.41, the following statement must be utilized:

 **WARNING:** Consuming this product during pregnancy exposes your child to delta-9-THC, which can affect your child's behavior and learning ability. For more information go to www.P65Warnings.ca.gov/cannabis.

The triangle above shall be yellow on the warning statement. Where the sign, label, or shelf tag for the product is not printed using the color yellow, the symbol may be printed in black and white. The symbol shall be placed to the left of the warning text, in a size no smaller than the height of the word, "WARNING." In no case shall a warning statement displayed on the Covered Products' packaging appear in a type size smaller than 6-point type. Where a sign, labeling, or label as defined in Section 256001.1 is used to provide a warning that includes consumer information about a product in a language other than English, the warning must also be provided in that language in addition to English.

As set forth in Cal. Code Regs. Tit. 27, § 25602(b), to the extent Covered Products are sold online, a warning that complies with the content requirements of Cal. Code Regs Tit. 27, § 25603 must be provided via of the following methods: (1) A warning on the product display page; (2) A clearly marked hyperlink using the word "WARNING" on the product display page that links to the warning; or (3) An otherwise prominently displayed warning provided to the purchaser prior to completing the

purchase. For purposes of this section, a warning is not prominently displayed if the purchaser must search for it in the general content of the website. In addition, Lazarus Naturals and Cycling Frog shall instruct any third-party website to which it directly sells its Covered Products to include the same online warning, as set forth above, as a condition of selling the Covered Products in California.

There shall be no obligation for Lazarus Naturals and Cycling Frog to provide a warning for Covered Products that entered the stream of commerce prior to the Compliance Date, and the Section 4 release applies to all such Covered Products.

(i) Changes in Warning Regulations or Statutes

In the event that the State of California and/or its regulatory entities, including the Office of Environmental Health Hazard Assessment promulgate one or more regulations requiring or permitting Proposition 65 warning text and/or methods of transmission applicable to the Covered Products and the chemical at issue, which are different than those set forth above, Lazarus Naturals and Cycling Frog shall be entitled to use, at their discretion, such other warning text and/or method of transmission without being deemed in breach of this Agreement. If regulations or legislation are enacted providing that Proposition 65 warnings as to THC in this product are no longer required, a lack of warning by Lazarus Naturals and Cycling Frog will not thereafter be a breach of this Agreement.

2.3 Grace Period for Existing Inventory of Covered Products

The injunctive requirements of Section 2 shall not apply to Covered Products that are already in the stream of commerce as of the Compliance Date, which Covered Products are expressly subject to the releases provided in Section 4.1. For the avoidance of doubt, Covered Products in the stream of commerce specifically include, but are not limited to, Covered Products in the process of manufacture.

3. MONETARY SETTLEMENT TERMS

3.1 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, Lazarus Naturals and Cycling Frog agree

to pay a total of two thousand dollars (\$2,000.00) 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 EHA. Two separate checks for the initial civil penalty payment shall be issued to (a) "OEHHA" and (b) Environmental Health Advocates, Inc. as follows:

- One payment of \$1,500.00 to OEHHA, due fourteen (14) days after the Effective Date.
- One payment of \$500.00 to EHA, due fourteen (14) days after the Effective Date.

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

For United States Postal Service Delivery:

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

For Non-United States Postal Service Delivery:

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

All penalty payments owed to EHA shall be sent to:

Isaac Fayman
Environmental Health Advocates
225 Broadway, Suite 1900
San Diego, CA 92101

3.2 Attorney Fees and Costs

The Parties reached an accord on the compensation due to EHA and its counsel under the private attorney general doctrine and principles of contract law. Under these legal principles, Lazarus

Naturals and Cycling Frog agree to pay a total of eighteen thousand dollars (\$18,000.00) to EHA and its counsel for all fees and costs incurred in investigating, bringing this matter the attention of Lazarus Naturals and Cycling Frog, and negotiating a settlement. The eighteen thousand dollars (\$18,000.00) in Attorney's Fees and Costs shall be payable to Entorno Law, LLP as one payment, due fourteen (14) days after the Effective Date.

All payments required under this Section shall be delivered to:

Noam Glick
Entorno Law, LLP
225 Broadway, Suite 1900
San Diego, CA 92101

3.3 Tax Documentation

Lazarus Naturals and Cycling Frog agree to provide a completed IRS 1099 for payments to, and EHA agrees to provide IRS W-9 forms for, each of the payees under this Settlement Agreement. The Parties acknowledge that Lazarus Naturals and Cycling Frog cannot issue any settlement payments pursuant to Section 3.1 and 3.2 above until after Lazarus Naturals and Cycling Frog receives the requisite W-9 forms from EHA's counsel.

4. CLAIMS COVERED AND RELEASED

4.1 EHA's Release of Lazarus Naturals and Cycling Frog

This Settlement Agreement is a full, final, and binding resolution of all claims between EHA, on its own behalf and not on behalf of the public, and Lazarus Naturals and Cycling Frog for all claims that can or could have been asserted by EHA, on its own behalf, on behalf of its past and current agents, representatives, attorneys, successors and assignees, against Lazarus Naturals and Cycling Frog and each of their respective parents, subsidiaries, affiliated entities under common ownership or control, directors, officers, members, employees, attorneys, and any entity, including, but not limited to each entity to whom Lazarus Naturals and Cycling Frog directly or indirectly distributes or sells the Covered Products, including, but not limited to, their downstream distributors, wholesalers, customers, retailers, franchisees, cooperative members and licensees ("Releasees"), based on the failure to warn about exposures to THC required under Proposition 65 in the Covered

Products manufactured, sold or distributed for sale in California by Lazarus Naturals and Cycling Frog before the Compliance Date, as alleged in the Notices, or for any other reason.

In further consideration of the promises and agreements herein contained, EHA on its own behalf and not on behalf of the public, on behalf of its past and current agents, representatives, attorneys, successors and assignees hereby waives any and all rights it may have to institute or participate in, directly or indirectly, any form of legal action and releases all claims against Lazarus Naturals and Cycling Frog and Releasees including, without limitation, all actions and causes of action, suits, liabilities, demands, obligations, damages, costs, fines, penalties, losses or expenses including, but not exclusively, investigation fees, expert fees and attorney fees arising under Proposition 65 with respect to the alleged or actual failure to warn about exposures to THC required under Proposition 65 in the Covered Products manufactured, distributed, sold or offered for sale by Lazarus Naturals and Cycling Frog, before the Compliance Date.

4.2 Lazarus Naturals and Cycling Frog's Release of EHA

Lazarus Naturals and Cycling Frog, on their own behalf and on behalf of their past and current agents, representatives, attorneys, successors, and assignees, hereby waive any and all claims against EHA and its attorneys and other representatives, for any and all actions taken or statements made by EHA 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 facts alleged in the Notices and relating to the Covered Products will develop or be discovered. EHA on behalf of itself only, on one hand, and Lazarus Naturals and Cycling Frog on behalf of themselves only, on the other hand, acknowledge that this Settlement Agreement is expressly intended to cover and include all such claims up through the Compliance Date. The Parties acknowledge that the claims released in Sections 4.1 and 4.2 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.

EHA and Lazarus Naturals and Cycling Frog each acknowledge and understand the significance and consequences of this specific waiver of California Civil Code § 1542.

5. PUBLIC BENEFIT

It is Lazarus Naturals and Cycling Frog's understanding that the commitments it has agreed to herein, and actions to be taken by Lazarus Naturals and Cycling Frog 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 Lazarus Naturals and Cycling Frog 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 Lazarus Naturals and Cycling Frog's alleged failure to provide a warning concerning actual or alleged exposure to THC 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 those Covered Products addressed in this Settlement Agreement, provided that Lazarus Naturals and Cycling Frog are in material compliance with this Settlement Agreement.

6. SEVERABILITY

If, subsequent to the execution of this Settlement Agreement, any provision of this Settlement Agreement is held by a court to be unenforceable, the validity of the remaining provisions shall not be adversely affected.

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.

8. ENFORCEMENT

In any action to enforce the terms of this Settlement Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees and costs.

9. NOTICE

Unless specified herein, all correspondence and notice required to be provided pursuant to this Settlement Agreement shall be in writing and sent by: (a) personal delivery; (b) first-class, registered or certified mail, return receipt requested; or (c) a recognized overnight courier on any Party by the other at the following addresses:

For Lazarus Naturals and Cycling Frog:

Sophia B. Castillo
Keller and Heckman LLP
Three Embarcadero Center, Suite 1420
San Francisco, CA 94111
castillo@khlaw.com

Todd Alberstone
17711 NE Riverside Parkway
Portland, OR 97230
legal@lazarusnaturals.com

Dylan Summers
17711 NE Riverside Parkway
Portland, OR 97230
dylan@lazarusnaturals.com

For EHA:

Noam Glick
Entorno Law, LLP
225 Broadway, Suite 1900
San Diego, CA 92101

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

10. 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.

11. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(f)

EHA and its attorneys agree to comply with the reporting form requirements referenced in California Health and Safety Code § 25249.7(f).

12. MODIFICATION

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

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.

AGREED TO:

AGREED TO:

Date: 6/2/25

Date: June 2, 2025

By: 
ENVIRONMENTAL HEALTH
ADVOCATES, INC.

By:  (Dylan C. Simmons)
ETZ/HAYIM HOLDINGS, S.P.C. D/B/A
LAZARUS NATURALS AND NORTH FORK
DISTRIBUTION, S.P.C. D/B/A CYCLING
FROG