

SETTLEMENT AGREEMENT BETWEEN APS&EE, LLC AND AMAXI NUTRITION PRODUCTS, INC.

1. RECITALS

1.1 The Parties

1.1.1 This Settlement Agreement (“Agreement”) is entered into by and between APS&EE, LLC (“APS&EE”) and Amaxi Nutrition Products, Inc. (“Amaxi”). APS&EE and Amaxi shall hereinafter collectively be referred to as the “Parties”.

1.1.2 APS&EE alleges it is an organization based in California with an interest in protecting the environment, improving human health and the health of ecosystems, and supporting environmentally sound practices, which includes promoting awareness of exposure to toxic chemicals and reducing exposure to hazardous substances found in consumer products.

1.1.3 APS&EE alleges that Amaxi is a person in the course of doing business as the term is defined in California *Health & Safety Code* section 25249.6 et seq. (“Proposition 65”).

1.2 Allegations

1.2.1 APS&EE alleges that Amaxi distributed, sold or made available for sale in the State of California Kathy Ireland Nutrition Super Greens, including but not limited to “Pineapple”, SKU KISGP1, 8-60009-56844-0 (hereinafter, the “Product(s)”) causing users in California to be exposed to hazardous levels of Lead without providing “clear and reasonable warnings”, in violation of Proposition 65. Lead is potentially subject to Proposition 65 warning requirements because it is listed by the State of California as known to cause cancer and birth defects or other reproductive harm.

1.2.2 On December 12, 2024, APS&EE served a Sixty-Day Notice of Violation (“60-Day Notice”), along with a Certificate of Merit, to Amaxi, Walmart, Inc., and the various public enforcement agencies regarding the alleged violation of Proposition 65 with respect to the Products.

1.3 No Admissions

Amaxi denies all allegations in APS&EE's Notice and maintains that the Products have been, and are, in compliance with all laws, and that Amaxi has not violated Proposition 65. This Agreement shall not be construed as an admission of liability by Amaxi but to the contrary as a compromise of claims that are expressly contested and denied. However, nothing in this section shall affect the Parties' obligations, duties, and responsibilities under this Agreement.

1.4 Compromise

The Parties enter into this Agreement in order to resolve the controversy described above in a manner consistent with prior Proposition 65 settlements and consent judgments that were entered on behalf of the public interest and to avoid prolonged and costly litigation between them.

1.5 Effective Date

The "Effective Date" shall be the date upon which a complete and fully executed copy of the Agreement is delivered to each Party or its counsel. The "Compliance Date" shall be ninety (90) days after the Effective Date.

2. INJUNCTIVE RELIEF

2.1 Reformulation Standard

As of the Compliance Date, Amaxi shall not knowingly sell, distribute, or cause the Products to be offered for sale in California unless: (a) the Products expose a person to less than 0.5 micrograms of Lead per day based on the recommended Daily Serving as calculated below in Section 2.2, or (b) the Products are distributed, sold, or offered for sale with a clear and reasonable warning as described below in Section 2.3.

2.2 Exposure Calculation

2.2.1 A "Daily Serving" (for purposes of determining Proposition 65 compliance for chemicals present in the Products) shall be defined by the serving size set forth on the label of the Products under "Nutrition Facts", "Supplement Facts", or

equivalent. If the label, package, or Product display page on the internet¹ do not recommend a number of daily servings, then the number of daily servings shall be one.

2.2.2 The daily exposure shall be calculated by using the following formula: micrograms of lead per gram, multiplied by grams of Product per serving, multiplied by servings of the Product per day.

2.3 Proposition 65 Warnings

Whenever a clear and reasonable warning is required under Section 2.1, Amaxi shall use a warning with the capitalized and emboldened wording, as follows:

Option 1:

WARNING: Consuming this product can expose you to 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.

Option 2: **WARNING:** Can expose you to Lead and lead compounds, a carcinogen and reproductive toxicant. www.P65Warnings.ca.gov/food.

Option 3:

WARNING: Risk of cancer and reproductive harm from exposure to Lead and lead compounds. www.P65Warnings.ca.gov/food.

In lieu of “**WARNING,**” Amaxi may use “**CA WARNING,**” or “**CALIFORNIA WARNING.**” If Amaxi has reason to believe the Products may expose consumers to additional chemicals listed under Proposition 65, then it may alternatively identify such chemicals provided that one chemical per endpoint (cancer and birth defects/reproductive harm) is identified. Each warning shall be provided on the food product label, set off from other surrounding information, enclosed in a box. Additionally, if the Product contains consumer information in a foreign language, the warning must be provided in the foreign language.

¹ The “Product display page on the internet” applies to Products purchased therefrom, not to Products purchased elsewhere, such as a brick-and-mortar retail store.

The Products shall carry said warning with such conspicuousness as compared with other words, statements or designs as to render it likely to be read and understood by an ordinary consumer prior to sale. A Product that is sold by Amaxi on the internet to persons it knows are located in California shall also provide the warning message by a clearly marked hyperlink on the product display page, or otherwise prominently displayed to the purchaser before the purchaser completes his or her purchase of the Product. For Products that Amaxi provides for a downstream entity to sell on the internet, Amaxi shall comply with 27 CCR section 25600.2(b) and include an instruction that the entity comply with the warning requirements of this section. However, Amaxi shall not be responsible for monitoring any third-party websites for compliance.

3. PAYMENTS

3.1 Civil Penalty Pursuant To Proposition 65

In settlement of all claims referred to in this Agreement, Amaxi shall pay a total civil penalty of five hundred dollars (\$500.00) to be apportioned in accordance with *Health and Safety Code* section 25249.12(c)(1) and (d), with 75% (\$375.00) for State of California Office of Environmental Health Hazard Assessment (“OEHHA”), and the remaining 25% (\$125.00) for APS&EE.

Amaxi shall issue these payments as part of the total payment described below in Section 3.2 via wire transfer to Law Offices of Lucas T. Novak. After receipt of the wire transfer, Law Offices of Lucas T. Novak shall be responsible for forwarding the respective payments to OEHHA and APS&EE.

3.2 Reimbursement Of APS&EE’s Fees And Costs

Amaxi shall reimburse APS&EE’s reasonable experts’ and attorney’s fees and costs incurred in prosecuting the instant action, for a portion of work performed through execution of this Agreement, in the amount of seven thousand five hundred dollars (\$7,500.00). Accordingly, Amaxi shall remit total payment via wire transfer to Law Offices of Lucas T. Novak in the amount of eight thousand dollars (\$8,000.00) which includes the civil penalty described in Section 3.1, sent within ten (10) business days of

the Effective Date. Wire instructions will be exchanged between the Parties.

4. RELEASES

4.1 APS&EE's Release Of Amaxi

APS&EE, in consideration of the promises and monetary payments contained herein, hereby releases Amaxi, its parents, subsidiaries, affiliated companies under common ownership or control, shareholders, directors, members, managers, officers, partners, agents, employees, representatives, attorneys, successors and assignees, as well as its upstream suppliers, downstream distributors, wholesalers, retailers, online marketplaces, and franchisees, including Walmart, Inc. (collectively, "Released Parties"), from any alleged Proposition 65 violation claims asserted in the Notice regarding failure to warn about Lead exposure from the Products sold or distributed by Amaxi for sale or potential sale in California before the Compliance Date. This release extends to all Products in the stream of commerce that have been distributed or sold downstream from Amaxi as of the Compliance Date.

4.2 Amaxi's Release Of APS&EE

Amaxi, by this Agreement, waives all rights to institute any form of legal action against APS&EE, its shareholders, directors, members, officers, employees, attorneys, experts, successors and assignees for actions or statements made or undertaken, whether in the course of investigating claims or seeking enforcement of Proposition 65 against Amaxi in this matter. If any Released Parties should institute any such action, then APS&EE's release of said Released Party in this Agreement shall be rendered void and unenforceable.

4.3 Waiver Of Unknown Claims

Each of the Parties acknowledges that it is familiar with Section 1542 of California Civil Code 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.

Each of the Parties waives and relinquishes any right or benefit it has or may have under Section 1542 of California Civil Code or any similar provision under the statutory or non-statutory law of any other jurisdiction to the full extent that it may lawfully waive all such rights and benefits. The Parties acknowledge that each may subsequently discover facts in addition to, or different from, those that it believes to be true with respect to the claims released herein. The Parties agree that this Agreement and the releases contained herein shall be and remain effective in all respects notwithstanding the discovery of such additional or different facts.

5. SEVERABILITY

Should any part or provision of this Agreement for any reason be declared by a Court to be invalid, void or unenforceable, the remaining portions and provisions shall continue in full force and effect.

6. GOVERNING LAW

The terms of this Agreement shall be governed by the laws of the State of California. This Agreement is entered into in the State of California and may only be enforced in the State of California.

7. NOTICES

All correspondence and notices required to be provided under this Agreement shall be in writing and delivered personally or sent by first class or certified mail addressed as follows:

TO AMAXI: Sedina L. Banks, Esq. Sherry E. Jackman, Esq. Greenberg Glusker LLP 2049 Century Park East Suite 2600 Los Angeles, CA 90067	TO APS&EE: Lucas Novak, Esq. Law Offices of Lucas T. Novak 8335 W Sunset Blvd., Suite 217 Los Angeles, CA 90069
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8. **COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute the same document. Execution and delivery of this Agreement by e-mail, facsimile, or other electronic means shall constitute legal and binding execution and delivery. Any photocopy of the executed Agreement shall have the same force and effect as the originals.

9. **AUTHORIZATION**

The undersigned are authorized to execute this Agreement on behalf of their respective Parties. Each Party has read, understood, and agrees to all of the terms and conditions of this Agreement. Each Party warrants to the other that it is free to enter into this Agreement and is not subject to any conflicting obligation that will or might prevent or interfere with the execution or performance of this Agreement by said Party.

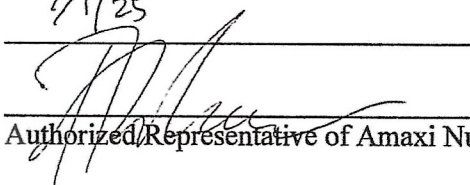
AGREED TO:

Date: 7.7.2025

By: 
Authorized Representative of APS&EE, LLC

AGREED TO:

Date: 7/1/25

By: 
Authorized Representative of Amaxi Nutrition Products, Inc.