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CalSafe Research Center, Inc.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

CITY AND COUNTY OF SAN FRANCISCO – UNLIMITED JURISDICTION

CALSAFE RESEARCH CENTER, a California non-profit corporation,

Plaintiff,

vs.

LUCHI, LLC, an Illinois Limited Liability Company; and DOES 1 to 100.

Defendant.

Case No. CGC-25-632565

[PROPOSED] STIPULATED CONSENT JUDGMENT

I. INTRODUCTION

WHEREAS, Plaintiff, CalSafe Research Center, Inc. ("CRC") seeks to protect the general public of the State of California from exposure to lead and other toxic substances.

WHEREAS, on December 31, 2025, CRC, individually and on behalf of the public interest, filed a complaint for injunctive relief and civil penalties in San Francisco County Superior Court ("Court") in an action entitled *CalSafe Research Center, Inc. v. Luchi, Inc.*, San Francisco Superior Court Case No. CGC-25-632565.

WHEREAS, Defendant Luchi LLC, incorrectly named as "Luchi, Inc." ("Luchi" or "Settling Defendant") manufactures, packages, distributes, markets, and/or sells protein supplement products ("Protein Supplement Products" as defined below) to persons in the State of California and is a defendant named in the complaint identified above.

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WHEREAS, analysis of this general category of products, including but not limited to Settling Defendant's Protein Supplement Products, using inductively coupled plasma mass spectrometry, reveals that there can be detectable lead in some production lots of such products, there can be variations in lead concentrations within a single lot of any particular product, there can be variation among different lots of the same product and, finally, there can be variation among protein supplement products made by Settling Defendant and other companies that sell Protein Supplement Products in California.

WHEREAS, analysis of the general category of Protein Supplement Products, also reveals that there can be variations in lead concentrations from flavor to flavor within a single protein supplement product line.

WHEREAS, even with use of good manufacturing practices, protein supplement products can still have detectable concentrations of lead.

WHEREAS, CRC and Settling Defendant dispute how exposure to the Protein Supplement Products is to be calculated, including the amount of consumption per eating occasion, whether the frequency of consumption should be considered, and the frequency of consumption by the average users of the Protein Supplement Products.

WHEREAS, Settling Defendant contends that the lead, if any is detectable, contained in the Protein Supplement Products is "naturally occurring" within the meaning of California Code of Regulations, Title 27, Section 25501.

WHEREAS, CRC disputes that contention, contending that the lead contained in these Protein Supplement Products is not naturally occurring for purposes of Proposition 65.

WHEREAS, CRC and Settling Defendant recognize and acknowledge that proving or disproving that any particular quantity of lead that may be contained in the Protein Supplement Products is naturally occurring would be extremely expensive and time-consuming, requiring the expenditure of resources out of proportion with any benefits to be derived from that process.

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WHEREAS, the Consent Judgment in *Edgerton v. Conopco (dba Slim Fast Foods Co.), Atkins Nutritionals, Inc., Metabolife International, Kashi Company, and Rexall Sundown*, Los Angeles Superior Court Case No. BC26906 (dated 12/19/03) allows, inter alia, similar protein supplement products to be sold in California without a warning, regardless of the concentration of lead in those products, provided that each covered defendant uses its "Best Practices" in manufacturing its products, and keeps the lead levels in the water at its manufacturing facilities under ten (10) parts per billion ("ppb").

WHEREAS, the Consent Judgment in *As You Sow v. Nature's Way Products Inc.*, San Francisco Superior Court Case No. CGC-03-422848 (filed 5/24/05) allows, inter alia, similar protein supplement products containing a concentration of lead in the products of up to four (4) micrograms per day, assuming the product is used or consumed according to the defendant's consumer use instructions, to be sold in California without a warning, provided that each covered defendant use Good Manufacturing Practices, use ingredients grown using Good Agricultural Practices when possible, and use Quality Control measures to reduce contaminants to the "lowest level currently feasible," as that phrase is defined by California Code of Regulations, Title 27, Section 25501(a)(4).

WHEREAS, the Consent Judgment in *As You Sow v. Irwin Naturals, et al.*, San Francisco Superior Court Case No. 429279 (filed 6/30/05) allows, inter alia, similar supplement products containing a concentration of lead in the products of up to four (4) micrograms per day, assuming the product is used or consumed according to the defendant's consumer use instructions, to be sold in California without a warning, provided that each covered defendant use Good Manufacturing Practices, use ingredients grown using Good Agricultural Practices when possible, and use Quality Control measures to reduce contaminants to the "lowest level currently feasible," as that phrase is defined by California Code of Regulations, Title 27, Section 25501(a)(4).

WHEREAS, the Consent Judgment in *As You Sow v. Threshold Enterprises, Ltd et al.*, San Francisco Superior Court Case No. 422847 (filed 9/8/05) allows, inter alia, similar supplement products containing a concentration of lead in the products of up to four

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(4) micrograms per day, assuming the product is used or consumed according to the defendant's consumer use instructions, to be sold in California without a warning, provided that each covered defendant use Good Manufacturing Practices, use ingredients grown using Good Agricultural Practices when possible, and use Quality Control measures to reduce contaminants to the "lowest level currently feasible," as that phrase is defined by California Code of Regulations, Title 27, Section 25501(a)(4).

WHEREAS, the Consent Judgment in *As You Sow v. Botanical Laboratories, Inc. et al.*, San Francisco Superior Court Case No. CGC-04-429563 (filed 5/23/05) allows, inter alia, similar supplement products containing a concentration of lead in the products of up to four (4) micrograms per day, assuming the product is used or consumed according to the defendant's consumer use instructions, to be sold in California without a warning, provided that each covered defendant use Good Manufacturing Practices, use ingredients grown using Good Agricultural Practices when possible, and use Quality Control measures to reduce contaminants to the "lowest level currently feasible," as that phrase is defined by California Code of Regulations, Title 27, Section 25501(a)(4).

WHEREAS, the Consent Judgment in *Environmental Law Foundation v. Abbott Laboratories, et al.*, San Francisco Superior Court Case No. CGC-10-503002 (filed 2/18/14)(the "Abbott Labs Consent Judgment") with a large number of defendants in the protein supplement industry allows, inter alia, similar supplemental products containing a concentration of lead in the products of up to three (3) micrograms and (4) micrograms depending on the type of supplement product, assuming the product is used or consumed according to the defendant's consumer use instructions, to be sold in California without a warning, provided that each covered defendant uses Good Manufacturing Practices, uses ingredients grown using Good Agricultural Practices when possible, and use Quality Control measures to reduce contaminants to the "lowest level currently feasible," as that phrase is defined by California Code of Regulations, Title 27, Section 25501(a)(4).

Whereas, following the San Francisco Superior Court's entry of the *Abbott Labs* industry consent judgment, the same court approved another settlement between a

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different private enforcer and Garden of Life, adopting the same warning thresholds for virtually identical products. *See As You Sow v. Garden of Life, LLC*, Case No. CGC-14-540621 (entered June 26, 2015) ("GOL Consent Judgment").

Whereas, on August 9, 2016, that standard was approved once again in *As You Sow v. General Nutrition Corp.*, S.F. Sup. Ct. Case No. CGC-14-542561. There, the court applied "the same lead standards as in the *Abbott Labs* consent judgements to ensure that the [GNC] product does not experience a competitive advantage or disadvantage in the marketplace." *Id.* § 1.6.

Whereas, the Alameda Superior Court adopted the same standard as applied to Protein Supplement Products when it approved the consent judgment in *Envt'l Law Found. v. Protein Supplements, LLC*, Case No. RG19031319 (entered on Jan. 28, 2020). In approving this familiar standard, the court acknowledged that the judgment applied to products that are "similar to" and "competitor[s]" with the types of products covered in the *Abbott Labs* and *Garden of Life* consent judgments. *See id.* § 1.5.

WHEREAS, Settling Defendant contends that it should be provided a naturally occurring allowance of up to one (1) part per million (1000 ppb) of lead for any cocoa powder found in Products, pursuant to the letter dated September 28, 2001 from the California Office of the Attorney General to Roger Lane Carrick and Michele Corash.

WHEREAS, CRC disputes that contention, contending that the position reflected in the letter dated September 28, 2001 no longer represents the current state of scientific understanding regarding the origins of lead in chocolate.

WHEREAS, Settling Defendant contends that it should be provided a naturally occurring allowance for lead that may be present in calcium and other ingredients encompassed by the Consent Judgment in *People v. Warner-Lambert Co. et al.*, San Francisco Superior Court Case No. 984503 (filed 11/13/1998 and modified in April 2011), which allows, inter alia, a naturally occurring allowance of 0.8 micrograms of lead per 1000 milligrams of calcium, and naturally occurring allowances of 0.4 mcg/g for ferrous fumarate, 8.0 mcg/g for zinc oxide, 0.4 mcg/g for magnesium oxide, 0.332 mcg/g for magnesium

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carbonate, 0.4 mcg/g magnesium hydroxide, 0.8 mcg/g zinc gluconate, and 1.1 mcg/g potassium chloride. In 2012 the People afforded the same naturally occurring allowances to dozens of defendants in a series of consent judgments resolving a case styled *People v. 21st Century Healthcare, Inc.* et al., Alameda Superior Court Case No. RG08426937.

WHEREAS, CRC disputes Settling Defendant's contention, as the Consent Judgment in *Warner-Lambert* contains language at paragraphs 1.5 and 9.1 specifically limiting the application of that Consent Judgment to the particular products at issue therein, and noting that nothing in that Consent Judgment shall be construed as an admission of any fact or law, being the product of negotiation and compromise.

WHEREAS, Settling Defendant contends that it is unfairly prejudicial to subject different businesses within the same competitive marketplace to different lead warning thresholds pursuant to Proposition 65.

WHEREAS, CRC contends that marketplace uniformity does not exempt Settling Defendant from compliance with Proposition 65 warning standards.

WHEREAS, both Parties desire to achieve the lowest level of lead in these Protein Supplement Products that is reasonably feasible.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1.1 In its Complaint, CRC alleges that Settling Defendant manufactured, packaged, distributed, marketed and/or sold protein supplement products for human consumption containing lead in an amount that resulted in an exposure to consumers in violation of the provisions of Health & Safety Code §§ 25249.5 et seq. ("Proposition 65") by knowingly and intentionally exposing persons to a chemical known to the State of California to cause reproductive toxicity and cancer, namely lead, without first providing a clear and reasonable warning to such individuals. The protein supplement products that CRC alleges contain lead, and which are covered by this Consent Judgment, are those described in the Attachment A for the Settling Defendant (the "Protein Supplement Products"). Upon entry of the Consent Judgment, the Complaint shall be deemed amended such that the term "PROTEIN SUPPLEMENTS" in the

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Complaint is defined, as to the Settling Defendant, as the Protein Supplement Products identified in Attachment A corresponding to the Settling Defendant.

1.2 For purposes of this Consent Judgment only, CRC and Settling Defendant (hereafter referred to as the "Parties"), stipulate that this Court has jurisdiction over allegations of violations contained in the Complaint and personal jurisdiction over the Settling Defendant as to the acts alleged in the Complaint, that venue is proper in the San Francisco Superior Court, and that this Court has jurisdiction to enter this Consent Judgment as a resolution of all claims which could have been raised in the Complaint based on the facts alleged therein.

1.3 Settling Defendant denies the allegations set forth in the Complaint.

1.4 For the purpose of avoiding prolonged and costly litigation, the Parties enter into this Consent Judgment as a full settlement of all claims that were raised in the Complaint based on the facts alleged therein, or which could have been raised in the Complaint arising out of the facts alleged therein. By execution of this Consent Judgment, no Settling Defendant admits any violation of Proposition 65 or any other law and specifically denies that it has committed any such violations and maintains that all Protein Supplement Products that it has sold and distributed in California have been and are in compliance with all laws and are completely safe for their intended use. Nothing in this Consent Judgment shall be construed as an admission by the Settling Defendant of any fact, finding, conclusion, issue of law, or violation of law. However, this paragraph shall not diminish or affect the responsibilities and duties of the Parties under this Consent Judgment.

II. MONITORING

2.1 The “Effective Date” of this Consent Judgment shall be the date it is entered by the Court. The “Compliance Date” shall be the date that is 90 days after the Court’s entry of this Consent Judgment. No later than the Compliance Date, Settling Defendant will test or arrange for the testing for lead of each of its Protein Supplement Products that it intends to distribute or sell in California. In establishing an initial data set for purposes

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of this Consent Judgment, Settling Defendant may rely on testing conducted prior to entry of this Consent Judgment if such testing documents lead levels in Protein Supplement Products either already in the stream of commerce, in process, or which are ready for distribution or sale.

2.1.1 Settling Defendant may use a testing laboratory with Environmental Laboratory Certification from the State of California, Department of Health Services, Environmental Laboratory Accreditation Program; NSF International; American Association for Laboratory Accreditation for Chemical Testing; International Standards Organization/IEC via ANSI-ASQ; or an in-house laboratory or other facility experienced in testing for lead levels in foods that complies with the Production and Process Control System: Requirements for Laboratory Operations set forth in 21 C.F.R. Part 111, Subpart J, including but not limited to the requirements for written procedures, requirements for laboratory control processes, requirements for laboratory methods for testing and examination, record retention policies, and other laboratory requirements.

2.1.2 The lead concentrations must be measured using inductively coupled plasma mass spectrometry ("ICP-MS") utilizing scientifically appropriate adherence to the protocols set forth in EPA Methods 6020, 6020a, isotope dilution, and 6020B. The laboratory must digest at least 0.5 grams of each sample, analyze each sample undiluted by ICP-MS, and use an instrument quantitation limit corresponding to less than three (3) micrograms lead (Pb) per gram of the finished product.

2.1.3 To fulfill its monitoring obligation under Section 2.1 and using a testing method described therein, Settling Defendant must test or cause to be tested three (3) samples of the final product which comprises each Protein Supplement Product, with samples randomly selected from three (3) different lots (or from the maximum number of lots that are available for testing if there are fewer than three (3) lots available). The testing required under this Section 2 will be repeated annually for two years following the compilation of the initial data set described in Section 2.1. Notwithstanding any language to the contrary herein, if at any time there is a material change in formula or supply chain of a Protein Supplement

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Product that is reasonably likely to affect the lead levels in the product, that product shall be tested pursuant to Section 2 for a minimum of two (2) years. All laboratory test data and certifications (if applicable) must be retained by the Settling Defendant for a period of three years from the date of testing. However, the Settling Defendant is not required to test any Protein Supplement Products if it is providing a warning for those products that comply with Section 3

2.2 If there is an allegation that a Protein Supplement Product is in violation of Section 3.4, CRC may make a written request to Settling Defendant, delivered to the address of the Settling Defendant as set forth in Section XIV, for data generated in compliance with Section 2. In response to such a request, Settling Defendant will provide to CRC the date the analysis was performed, the name of the laboratory conducting the test, the test method used by the laboratory, the detection limit used by the laboratory, the lot numbers of the samples tested, and the analytical results within thirty (30) days of CRC's written request. CRC shall keep all such information and data confidential. The Settling Defendant shall provide to CRC within 45 days of completing the initial testing of its Protein Supplement Products under Section 2.1, and annually thereafter during the testing period set forth in Section 2, a list of all such products for which the test results obtained pursuant to this Section II indicate a Proposition 65 warning is required pursuant to Section III herein.

III. CLEAR AND REASONABLE WARNINGS

3.1 Pursuant to this Consent Judgment, warnings are required under Proposition 65 only with respect to Protein Supplement Products Settling Defendant sells to California consumers that expose users to more than three (3.0) micrograms of lead in a Daily Serving. Warnings are required for Chocolate Products a Settling Defendant sells to California consumers that expose users to more than four (4.0) micrograms of lead in a Daily Serving. "Chocolate Products" are Protein Supplement Products that contain any variety or form of the ingredient generally referred to as "chocolate," including without limitation, the ingredients chocolate, chocolate liquor, cocoa, cocoa mass, cocoa butter,

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cocoa powder, cacao, fudge, or any variation of, or substitute for, any of those ingredients.

3.2 A "Daily Serving" for purposes of determining Proposition 65 compliance for chemicals present in the Protein Supplement Products shall be defined as one of the following, as applicable: (a) if the Protein Supplement Product label recommends a single serving, then the single recommended serving size; (b) if the Protein Supplement Product label includes no recommended number of servings, then the serving size set forth on the "Nutritional Facts" or "Supplement Facts" portion of the label; or (c) if the Protein Supplement Product label recommends a specific number of servings per day that is more than one serving per day, then the specifically recommended number of servings.

3.3 When calculating whether a Protein Supplement Product exceeds the warning threshold: (1) Settling Defendant must compare the warning threshold value to the arithmetic mean of at least three (3) samples tested in accordance with Section 2.1. However, a Settling Defendant may, at its option, calculate the arithmetic mean using up to five (5) samples; and (2) Settling Defendant must base its calculation on the Daily Serving amount as defined in section 3.2. Settling Defendant shall have thirty (30) days from the date the relevant test result mean is calculated to satisfy the applicable obligations of this Section 3 for Protein Supplement Products manufactured, distributed or sold after that date.

Warning Standard. No later than the Compliance Date, Settling Defendant shall not manufacture for sale in the State of California, distribute into the State of California, or sell in the State of California any Protein Supplement Product the ingestion of which results in an exposure greater than the applicable warning threshold set forth in Section 3.1, as calculated in accordance with Section 3.3, unless a warning is placed on the packaging, labeling or directly to or on the Protein Supplement Product.

For purposes of this Consent Judgment, a clear and reasonable warning for the Covered Products shall consist of a warning affixed to the packaging, label, tag or directly to each

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Covered Product sold in California by Settling Defendant, or on a placard, shelf tag, sign or electronic device or automatic process that contains one of the following statements:

SHORT FORM

1) **"WARNING:" [or] "CA WARNING:" [or] "CALIFORNIA WARNING:"**: Consuming this product can expose you to chemicals, including lead, 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

SHORT FORM

2) **"WARNING:" [or] "CA WARNING:" [or] "CALIFORNIA WARNING**:" Risk of cancer and reproductive harm from exposure to lead. See www.P65Warnings.ca.gov/food.

or

SHORT FORM

3) **"WARNING:" [or] "CA WARNING:" [or] "CALIFORNIA WARNING**:**"** Can expose you to lead, a carcinogen and reproductive toxicant. See www.P65Warnings.ca.gov/food.

or

SHORT FORM ON A PRODUCT MANUFACTURED/ LABELED PRIOR TO 1/1/28, REGARDLESS OF DATE OF SALE

4) **"WARNING**:" **[or] "CA WARNING:" [or] "CALIFORNIA WARNING**:**"** Cancer and Reproductive Harm – www.P65Warnings.ca.gov.

Pursuant to Cal. Code Regs. Title 27, Section 25607.1, where the warning is provided on the food product label, it must be set off from other surrounding information and enclosed in a box but does not require a warning triangle. Where a specific food product sign, label, placard, or shelf tag is used to provide a warning, it must be displayed with such conspicuousness, as compared with other words, statements, or designs as to render it reasonably likely to be read and understood by an ordinary individual prior to sale or use. In

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no case shall a warning statement appear in a type size smaller than 6-point font. Where labeling, or a label as defined in Section 25600.1 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)(Consumer Product Exposure Warnings – Methods of Transmission), 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 one of the following methods:

> "(A) A warning on the product display page; (B) A clearly marked hyperlink using the word "**WARNING**" or the words "**CA WARNING**" or "**CALIFORNIA WARNING**" on the product display page that links to the warning; or (C) An otherwise prominently displayed warning provided to the purchaser prior to completing the purchase. If a warning is provided using the short-form label content pursuant to Section 25602(a)(4), the warning provided on the website may use the same content. For purposes of this subsection, the warning is not prominently displayed if the purchaser must search for it in the general content of the website.

See 27 Cal. Code of Regs. § 25602(b)(1) and (2). These requirements extend to any websites under the exclusive control of Settling Defendant where Covered Products are sold into California. In addition, Settling Defendant shall, if it has the ability to do so, 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 Settling Defendant 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.

3.4 In the event that the Office of Environmental Health Hazard Assessment promulgates 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, Settling Defendant shall be entitled to

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use, at its 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 lead in Covered Products are no longer required, a lack of warning by Settling Defendant will not thereafter be a breach of this Agreement. Settling Defendant shall not be restricted by this Settlement Agreement from providing Proposition 65 warnings for any other listed chemical(s) that may be contained in the Covered Product

3.4.1 Mail Order Sales

For any mail order sales by the Settling Defendant to a consumer in California, the warning language required under this Consent Judgment shall also be included in the mail order catalogue, either on the same page as any order form, or on the same page upon which the Protein Supplement Product's price is listed, in the same type size as the surrounding, non-heading text. If necessary, the Product Warning shall be added in the first print run of the mail order catalogue which occurs following one year after entry of this Consent Judgment.

3.5 Any changes to the language or format of the warnings required under Section 3.3 shall be made only after Court approval and following written notice to Plaintiff and to the Attorney General.

3.6 A Defendant may sell or distribute in California or ship to California a Protein Supplement Product without any of the warnings required under Section 3.3 after the Compliance Date only if Settling Defendant has conducted testing in accordance with the requirements referenced in Section 3.1 demonstrating that the Protein Supplement Product does not expose users to more lead in a Daily Serving than allowed under Section 3.1 without a warning, as determined using the calculation set forth in Section 3.3.

3.7 For purposes of this Consent Judgment only, so long as a Settling Defendant complies and remains in compliance with the requirements of Section 3.1 through 3.5 for each of its Protein Supplement Products, the Parties agree that such Protein Supplement Products shall be deemed to comply with Proposition 65 with respect to lead beginning

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immediately upon entry of the Consent Judgment, and that compliance with this Consent Judgment shall fully and completely satisfy such Settling Defendant's obligations under Proposition 65 to provide warnings for such Protein Supplement Products with respect to the presence of lead, regardless of when manufactured, distributed or sold.

3.8 At least sixty (60) days before any discontinuance of any warnings that any Settling Defendant has issued pursuant to this Consent Judgment, the Settling Defendant shall conduct the testing required to demonstrate that the Protein Supplement Products conform to Section 3.1, using the analytical methods set forth in Section 2.1. If there is an allegation that a Protein Supplement Product for which there has been a discontinued warning is in violation of Section 3.4, then CRC may, as provided for in Section 2.3, request all related data generated in compliance with this Consent Judgment. CRC shall keep all such information and data confidential and shall not disclose such information except as required by law or in connection with enforcement of this Consent Judgment. This Section 3.8 shall not apply to a Protein Supplement Product which is discontinued.

3.9 During the term of this Consent Judgment, Settling Defendant shall continue to take good faith and commercially reasonable efforts to further reduce any lead in the covered Protein Supplement Products. These efforts shall include, at a minimum, efforts to secure ingredients with lower lead content, requesting suppliers to use the highest quality materials (with respect to lead content) that are feasible in the manufacturing process, contacting suppliers of product ingredients in an effort to reduce lead in the ingredients through means such as review of supplier manufacturing processes, alternative formulations, product sourcing, and/or reformulation(s) of the Protein Supplement Products to reduce lead. The requirements of this Section do not apply to any Protein Supplement Product that contains less than 0.5 micrograms of lead in a Daily Serving.

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IV. MONETARY RELIEF

4.1 Within ten (10) days of the Effective Date, Settling Defendant shall pay CRC a total of Thirty-One Thousand and Fifty Dollars ($31,050.00) in complete satisfaction of any and all of CRC's expenses and attorney's fees and Three Thousand Four Hundred and Fifty Dollars ($3,450.00) as civil penalties (collectively, "Settlement Proceeds"). CRC shall bear all responsibility for apportioning and paying to the State of California any portion of the Settlement Proceeds as required by California Health & Safety Code § 25249.12(d), and Settling Defendant shall not have any liability if payments to the State of California are not made by CRC.

4.2 The payment made pursuant to Section 4.1 shall be the only monetary obligation of Settling Defendant with respect to this Consent Judgment, including as to any and all fees, costs, or expenses CRC has incurred in relation to this action.

V. COMPLIANCE WITH HEALTH & SAFETY CODE§ 25249(F)

CRC agrees to comply with the reporting requirements referenced in California Health & Safety Code § 25249.7(f). The Parties acknowledge that, pursuant to Health & Safety Code § 25249.7, a noticed motion must be filed to obtain judicial approval of the Consent Judgment. Accordingly, a motion for approval of the Consent Judgment shall be prepared and filed by CRC within a reasonable period of time after the date this Consent Judgment is signed by both Parties.

VI. MODIFICATION OF SETTLEMENT

This Consent Judgment may be modified by: (1) written agreement among the Parties and upon entry of a modified Consent Judgment by the Court thereon, or (2) motion of CRC or the Settling Defendant as provided by law and upon entry of a modified Consent Judgment by the Court thereon. All Parties and the California Attorney General's Office shall be served with notice of any proposed modification to this Consent Judgment at least fifteen (15) days in advance of its consideration by the Court.

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VII. APPLICATION OF CONSENT JUDGMENT

7.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized by the Party that he or she represents to enter into and execute the Consent Judgment on behalf of the Party represented and legally bind that Party.

7.2 This Consent Judgment shall apply to and be binding upon CRC and Settling Defendant, their officers, directors, shareholders and the predecessors, successors or assigns of each of them.

VIII. CLAIMS COVERED

8.1 This Consent Judgment is a final and binding resolution between CRC, on its behalf and in the public interest, and the Settling Defendant of any violation of Proposition 65 for Protein Supplement Products manufactured through the Compliance Date that could have been asserted against the Settling Defendant for failure to provide clear, reasonable and lawful warnings of exposures to lead that result from ingestion of Protein Supplement Products as defined herein. No claim is reserved as between CRC on its own behalf and the Settling Defendant, and CRC on its behalf and the Settling Defendant expressly waive any and all rights which they may have under the provisions of Section 1542 of the Civil Code of the State of California, which provides:

> **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.**

8.2 **CRC Release of Settling Defendant**. In further consideration of the promises and agreements herein contained, and for the payment to be made pursuant to Section 4.1, CRC, on behalf of itself and in the public interest, its past and current agents, representatives, attorneys, successors and/or assignees, hereby waives all rights to institute or participate in, directly or indirectly, any form of legal action addressing all claims occurring on or before the Compliance Date, and releases all claims occurring on

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or before the Compliance Date, including, without limitation, all actions, 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 of any nature whatsoever, whether known or unknown, fixed or contingent against each of the Settling Defendant and its past, present and future owners, direct and indirect parent companies, corporate affiliates, subsidiaries, upstream and downstream suppliers, distributors, manufacturers or customers, direct and indirect retailers (including but not limited to Nowhere Holdco, LLC and Amazon), clients, and each of their respective officers, directors, attorneys, representatives, shareholders, agents, insurers, employees successors and assigns arising under Proposition 65 related to the alleged failure to warn about exposures to or identification of lead contained in the Protein Supplement Products manufactured, packaged, distributed, marketed, or sold by Settling Defendant.

CRC, on behalf of itself, its past and current agents, representatives, attorneys, successors and/or assignees, and in the public interest, and the Settling Defendant further agree and acknowledge that this Consent Judgment is a full, final, and binding resolution of any violations occurring on or before the Compliance Date by Settling Defendants and its past, present and future owners, direct and indirect parent companies, corporate affiliates, subsidiaries, upstream and downstream suppliers, distributors, manufacturers or customers, direct and indirect retailers, clients, and each of their respective officers, directors, attorneys, representatives, shareholders, agents, insurers, employees, successors and assigns arising under Proposition 65 related to the alleged failure to warn about exposures to or identification of lead contained in the Protein Supplement Products as set forth in the Attachment A hereto.

In addition, CRC, on behalf of itself, its attorneys and its agents, waives all rights to institute or participate in, directly or indirectly, any form of legal action addressing all claims occurring on or before the entry of this Consent Judgment, and releases all claims occurring on or before the entry of this Consent Judgment against Settling

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Defendant arising under Proposition 65 related to Settling Defendants' alleged failure to warn about exposures to or identification of lead contained in Protein Supplement Products and for all actions or statements regarding the alleged failures to warn about exposures to or identification of lead contained in the Protein Supplement Products made by Settling Defendants or its attorneys or representatives in the course of responding to those alleged violations of Proposition 65 as alleged in the Complaint.

8.3 **Release of CRC**. Settling Defendant waives all rights to institute any form of legal action against CRC or its officers, employees, agents, attorneys or representatives, for all actions taken or statements made or undertaken by CRC and its officers, employees, agents, attorneys or representatives, in the course of seeking enforcement of Proposition 65 in this action.

IX. RETENTION OF JURISDICTION

This Court shall retain jurisdiction of this matter to implement this Consent Judgment.

X. COURT APPROVAL

If this Consent Judgment is not approved by this Court, it shall be of no force or effect and cannot be used in any proceeding for any purpose.

XI. ENFORCEMENT

In the event that a dispute arises with respect to any provisions of this Consent Judgment, the Parties shall meet and confer within thirty (30) days of receiving written notice of the alleged violation from another party. In the event that the Parties are unable to resolve their dispute through the meet and confer process, this Consent Judgment may be enforced using any available provision of law. This Consent Judgment shall be enforceable by the Parties hereto and by the Attorney General of the State of California. Notwithstanding any language to the contrary, CRC and/or the Attorney General may disclose Settling Defendant's test results in a court filing in support of any motion to enforce this Consent Judgment provided that CRC and/or the Attorney General first provides Settling Defendant an opportunity to make a motion for leave to seal such data pursuant to any Protective Order

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entered by the Court, if any.

XII. GOVERNING LAW

The terms of this Consent Judgment shall be governed by the laws of the State of California. In the event that Proposition 65 is repealed or is otherwise rendered inapplicable by reason of law generally, or as to the Protein Supplement Products specifically, then the Settling Defendants shall have no further obligations pursuant to this Consent Judgment with respect to those Protein Supplement Products that are so affected.

XIII. EXCHANGE IN COUNTERPARTS

Stipulations to this Consent Judgment may be executed in counterparts and by facsimile, each of which shall be deemed an original, and all of which, when taken together, shall be deemed to constitute one document.

XIV. NOTICES

All correspondence and notices required to be provided pursuant to this Consent Judgment shall be in writing and personally delivered or sent by: (a) first-class, registered, certified return receipt requested, or (b) by overnight courier on CRC or a Settling Defendant by the others at the addresses set forth below. Either CRC or a Settling Defendant may specify in writing to the other Parties a change of address to which all notices and other communications shall be sent.

Whenever notice or a document is required to be sent to CRC, it shall be sent to:

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

Whenever notice or a document is required to be sent to a Settling Defendant, it shall be sent to:

CEO
Luchi LLC
PO Box 14188
Chicago, IL 60614

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With Copy to:

J. Robert Maxwell
ROGERS JOSEPH O'DONNELL
311 California Street, 10th Fl
San Francisco, CA 94104
Tel: 415.956.2828
Fax: 415.956.6457
E-mail: jmaxwell@rjo.com

XV. SEVERABILITY

If, subsequent to court approval of this Consent Judgment, any of the provisions of this Consent Judgment are held by a court to be unenforceable, the validity of the enforceable provisions remaining shall not be adversely affected.

XVI. ENTIRE AGREEMENT

This Consent Judgment contains the sole and entire agreement and understanding of the Parties with respect to the entire subject matter hereof, and any and all prior discussions, negotiations, commitments, and understandings related hereto. No representations, oral or otherwise, express or implied, other than those contained herein have been made by any Party hereto. No other agreements not specifically referred to herein, oral or otherwise, shall be deemed to exist or to bind any of the Parties.

AGREED TO:	**AGREED TO:**
Date: 10/29/2026, 2026	Date: 10/22, 2026
eric fairon ID: 931BA444-0176-42AE-B17E-C... Digitally signed by eric fairon October 29, 2026 at 8:51 AM PDT	Mark Malinsky
Name: Eric Fairon	Name: Mark Malinsky
Title: President	Title: President
CalSafe Research Center	Luchi LLC

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IT IS SO ORDERED.

Date:_____ _____

JUDGE OF THE SUPERIOR COURT

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ATTACHMENT A

The "Settling Defendant" is Luchi LLC, doing business as Sprout Living (“Luchi”)

1. For purposes of this Consent Judgment only, "Protein Supplement Products" covered by this Consent Judgment as to Luchi LLC, doing business as Sprout Living (“Luchi") are all brand names, varieties, sizes, ingredient mixtures, flavors, packaging, forms, potencies and any other variations of its protein supplements and protein supplement products that contain protein as a significant and functional ingredient, whether or not listed on the product list ("Product List") accompanying (and, incorporated by this reference into) this Attachment A, including without limitation tablets, capsules, "ready-to-drink" nutritional drinks, and "ready-to-mix" powders used to prepare nutritional drinks. In addition, as to Protein Supplement Products that are first introduced into California subsequent to entry of the Consent Judgment and sold or distributed directly or indirectly in California by, or on behalf of, Luchi, Luchi may include any of those new products as covered Protein Supplement Products under this Consent Judgment, provided such products meet the definition set forth herein and are protein supplements containing protein as a significant and functional ingredient, by specifically identifying them in a list provided to CalSafe once per year or within a reasonable time period after which such new products are first distributed or sold in California.

2. Gainer Products" are Protein Supplement Products previously, now or in the future meeting the definition in paragraph 1 above and meeting the definition of "Gainer Products" in Section 3.1 of the Consent Judgment

3. "Chocolate Products" are Protein Supplement Products previously, now or in the future meeting the definition in paragraph l above and meeting the definition of "Chocolate Products" in Section 3.1 of the Consent Judgment.

Non-Exclusive List of Covered Protein Supplement Products

Epic Protein : Chocolate Maca
Epic Protein : Complete Coffee
Epic Protein : Green Kingdom
Epic Protein : Mindful Matcha
Epic Protein : Original
Epic Protein : Pro Collagen
Epic Protein : Real Sport
Epic Protein : Vanilla Lucuma
Simple Protein : Organic Pea
Simple Protein : Organic Pea – Vanilla
Simple Protein : Organic Pumpkin Seed
Simple Protein : Organic Pumpkin Seed – Vanilla
Simple Protein : Organic Seed Blend
Simple Protein : Organic Sunflower Seed
Free Path : Whey Protein – Vanilla Bean

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Free Path : Whey Protein – Hot Chocolate
Free Path : Whey Protein – Unflavored
Free Path : Whey Protein – PB (Peanut Butter) Banana
Free Path : Whey Protein – Coffee Latte
Free Path : Whey Protein – Matcha Leaf
Free Path : Whey Protein – Strawberry Cream

All items come in multiple sizes

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