

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") between Environmental Research Center, Inc. ("ERC") and Green Boy Products LLC ("Green Boy") is effective on the date on which it is fully executed ("Effective Date"). ERC and Green Boy are referred to individually as a "Party" and collectively as the "Parties." The Parties agree as follows

1. This matter arises out of the Notices of Violation of California Health & Safety Code §25249.5, *et seq.* (also known as "Proposition 65") that ERC served on Green Boy on February 12, 2025, and March 7, 2025 (the "Notices") with regard to the following products identified below (individually referred to as a "Covered Product" or collectively referred to as the "Covered Products"):

- **Green Boy Chickpea Plant-Based Protein Powder**
- **Green Boy 100% Plant-Based Plant Bake Protein Made From Fava Beans Vegan Unflavored**
- **Green Boy 100% Plant-Based Mung Bean Protein Powder Vegan Unflavored**
- **Green Boy 100% Plant-Based Fava Bean Protein Powder Vegan Unflavored**

Each of the Covered Products may also be referred to individually as a "Lead Covered Product" or collectively as "Lead Covered Products."

The following Covered Product may also be referred to as "Mercury Covered Product": Green Boy 100% Plant-Based Fava Bean Protein Powder Vegan Unflavored

The following Covered Products may also be referred to individually as a "PFOA¹ Covered Product" or collectively as "PFOA Covered Products": Green Boy Chickpea Plant-Based Protein Powder and Green Boy 100% Plant-Based Mung Bean Protein Powder Vegan Unflavored.

2. The Parties enter into this Agreement in order to fully resolve all claims, demands, and allegations regarding the Notices and for the purpose of avoiding prolonged litigation. Nothing in this Agreement shall be construed as an admission of the Parties of any fact, issue of law, or violation of law, nor shall compliance with this Agreement constitute or be construed as an admission by the Parties of any fact, issue of law or violation of law. Nothing in this Agreement or any document referred to shall be construed as giving rise to any presumption or inference of admission or concession by the Parties as to any fault, wrongdoing or liability. This Section shall not diminish or otherwise affect the obligations, responsibilities, and duties of the Parties under this Agreement.

3. **INJUNCTIVE RELIEF, REFORMULATION, TESTING AND WARNINGS**

In consideration of the following covenants and conditions contained in this Agreement,

¹ PFOA means Perfluorooctanoic acid

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the Parties have provided the releases as set forth in Section 6 below

3.1 Beginning 75 days after the Effective Date (the "Compliance Date"), Green Boy shall be permanently enjoined from manufacturing for sale in the State of California, "Distributing into the State of California," or directly selling in the State of California, (1) any Lead Covered Product that exposes a person to a "Daily Lead Exposure Level" of more than 0.5 micrograms of lead per day and/or (2) any Mercury Covered Product that exposes a person to a "Daily Mercury Exposure Level" of more than 0.3 micrograms of mercury per day and/or (3) any PFOA Covered Product that exposes a person to any amount of PFOA that can be reliably detected, all pursuant to the testing methodologies and level of quantification set forth in Section 3 unless such Covered Product meets the warning requirements under Section 3.2.

3.1.1 As used in this 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 Green Boy knows or has reason to know will sell the Covered Product in California.

3.1.2 For purposes of this 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.

3.1.3 For purposes of this Agreement, the "Daily Mercury Exposure Level" shall be measured in micrograms, and shall be calculated using the following formula: micrograms of mercury 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 mercury exposure per day. If the label contains no recommended daily servings, then the number of recommended daily servings shall be one.

3.1.4 Green Boy, at its sole discretion, agrees to either (1) provide a clear and reasonable Proposition 65 warning on the Covered Products pursuant to Section 3.2 below, or (2) import, manufacture, distribute, or sell in California only Confirming Covered Products, as defined pursuant to Section 3.3 of this Agreement.

3.2 Clear and Reasonable Warnings

If Green Boy is required to provide a warning pursuant to Section 3.1, the following warning must be utilized ("Warning"):

WARNING: Consuming this product can expose you to [chemicals including] [lead] [and] [mercury][and] [perfluorooctanoic acid], which is [are] known to the State of California to

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cause [cancer and] birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov/food.

The Warning shall begin either with the word "**WARNING,**" as indicated above, or the words "**CA WARNING**" or "**CALIFORNIA WARNING,**" in all capital letters and bold print. Green Boy shall use the phrase "cancer and" in the Warning if the "Daily Lead Exposure Level" is greater than 15 micrograms of lead as determined pursuant to the quality control methodology set forth in Section 3.4 and/or there is any detectible level of PFOA, or if Green Boy has reason to believe that another Proposition 65 chemical is present at a level requiring the cancer warning. As identified in the brackets, the warning shall appropriately reflect whether there is lead, mercury, PFOA, or multiple chemicals present in each of the Covered Products. If multiple chemicals are present in the Covered Product, the warning must list at least one chemical, but can use the phrase "chemicals including" to indicate that more than one chemical is present. If there is a chemical present at a level that requires a cancer warning, the chemical requiring use of the phrase "cancer and" in the Warning shall always be identified.

The Warning shall be securely affixed to or printed upon the label of each Covered Product, and it must be set off from other surrounding information and enclosed in a box. In addition, for any Covered Product sold over the internet, the Warning shall appear on the primary product display page or on the checkout page when a California delivery address is indicated for any purchase of any Covered Product. If the Warning is provided on the checkout page, an asterisk or other identifying method must be utilized to identify which product on the checkout page is subject to the Warning. The Warning may be provided by a clearly marked hyperlink using the word "**WARNING,**" or the words "**CA WARNING,**" or "**CALIFORNIA WARNING**" in all capital and bold letters. If the Warning is provided by a clearly marked hyperlink, the hyperlink must go directly to a page prominently displaying the Warning without content that detracts from the Warning. A Warning is not prominently displayed if the purchaser has to search for it in the general content of the website.

The Warning shall be at least the same size as the largest of any other health or safety warnings also appearing on the website or on the label and in no event less than six (6) point type. No statements intended to or likely to have the effect of diminishing the impact of, or reducing the clarity of, the Warning on the average lay person shall accompany the Warning. Further, no statements may accompany the Warning that state or imply that the source of the listed chemical has an impact on or results in a less harmful effect of the listed chemical.

Green Boy must display the above Warning with such conspicuousness, as compared with other words, statements or designs on the label, or on its website, as applicable, to render the Warning likely to be read and understood by an ordinary individual under customary conditions of purchase or use of the product. Where a sign or label used to provide the Warning for a Covered Product includes consumer information about the Covered Product in a language other than English, the Warning must also be provided in that language in addition to English.

For purposes of this Agreement, the term "label" means a display of written, printed or graphic material that is printed on or affixed to a Covered Product or its immediate container or

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wrapper

3.3 Conforming Covered Products

A Conforming Lead Covered Product is a Covered Product for which the "Daily Lead Exposure Level" is no greater than 0.5 micrograms of lead per day as determined by the exposure methodology set forth in Section 3.1.2 and the quality control methodology described in Section 3.4, and that is not known by Green Boy to contain other chemicals that violate Proposition 65's safe harbor thresholds. A Conforming Mercury Covered Product is a Mercury Covered Product for which the "Daily Mercury Exposure Level" is no greater than 0.3 micrograms of mercury per day as determined by the exposure methodology set forth in Section 3.1.2 and the quality control methodology described in Section 3.4, and that is not known by Green Boy to contain other chemicals that violate Proposition 65's safe harbor thresholds. A Conforming PFOA Covered Product is a PFOA Covered Product that does not contain any level of PFOA that can be reliably detected using available technologies as determined by the quality control methodology described in Section 3.4, and that is not known by Green Boy to contain other chemicals that violate Proposition 65's safe harbor thresholds.

3.4 Testing and Quality Control Methodology

3.4.1 Subject to Section 3.4.7, Green Boy shall arrange for lead testing of the Lead Covered Products, mercury testing of the Mercury Covered Product, and PFOA testing of the PFOA Covered Products at least once a year for a minimum of five (5) consecutive years by arranging for testing of three (3) randomly selected samples of the Covered Products, in the form intended for sale to the end-user, which Green Boy intends to sell or is manufacturing for sale in California, directly selling to a consumer in California or "Distributing into the State of California." Green Boy is only required to test the Covered Products for chemicals that were identified in ERC's Notices and as identified in Section 1 of this Agreement. If tests conducted pursuant to this Section demonstrate that no Warning is required for a Covered Product during each of the five (5) consecutive years, then the testing requirements of this Section will no longer be required as to that Covered Product. However, if during or after the five-year testing period, Green Boy changes ingredient suppliers for a Covered Product and/or reformulates a Covered Product, Green Boy shall test that Covered Product annually for at least four (4) consecutive years after such change is made.

3.4.2 For purposes of measuring the "Daily Lead Exposure Level" and/or the "Daily Mercury Exposure Level," the highest lead and/or mercury detection result of the three (3) randomly selected samples of the Covered Product will be controlling.

3.4.3 All testing pursuant to this Agreement shall be performed using a laboratory method that complies with the performance and quality control factors appropriate for the method used, including limit of detection and limit of quantification, sensitivity, accuracy, and precision that meets the following criteria: Inductively Coupled Plasma-Mass Spectrometry ("ICP-MS") achieving a limit of quantification of less than or equal to 0.005 mg/kg for lead and mercury, and less than or equal to 0.080 ng/g for PFOA.

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3.4.4 All testing pursuant to this Agreement shall be performed by an independent third-party laboratory certified by the California Environmental Laboratory Accreditation Program or an independent third-party laboratory that is registered with the United States Food & Drug Administration

3.4.5 Nothing in this Agreement shall limit Green Boy's ability to conduct, or require that others conduct, additional testing of the Covered Products, including the raw materials used in their manufacture.

3.4.6 Within thirty (30) days of ERC's written request, Green Boy shall deliver lab reports obtained pursuant to Section 3.4, and related documentation, to ERC. Green Boy shall retain all such lab reports and related documentation for a period of five years from the date of each test. Any request by ERC for lab reports and related documentation shall be made prior to the expiration of the five-year time period identified in this section 3.4.6.

3.4.7 The testing and reporting requirements of Section 3.4 do not apply to any Covered Product for which Green Boy has provided the Warning specified in Section 3.2 continuously and uninterrupted after the Compliance Date; however, in the event Green Boy ceases to provide the Warning specified in Section 3.2, Green Boy shall be required to comply with the testing requirements of this section beginning immediately after the date the Warning ceases to be provided, unless Green Boy can show to the satisfaction of ERC that the cessation in providing the Warning was a temporary error that was resolved when discovered.

3.5 Nothing in Section 3 of this Agreement shall prevent or preclude ERC from obtaining and relying upon its own testing for purposes of enforcement, so long as such testing meets the requirements of Sections 3.4.3 and 3.4.4. Nothing in Section 3.4 of this Agreement is intended by either Party to set a precedent for the level of lead, mercury, PFOA, or other chemicals that is permissible in consumer products under Proposition 65.

4. Green Boy shall make a total payment of twenty-five thousand dollars (\$25,000.00) ("Total Settlement Amount") by wire transfer to ERC's account within 5 days of the Effective Date ("Due Date"), for which ERC will give Green Boy the necessary account information. The Total Settlement Amount shall be allocated as follows:

a. \$3,750.00 shall be considered a civil penalty pursuant to California Health and Safety Code §25249.7(b)(1). ERC shall remit 75% (\$2,812.50) of the civil penalty to the Office of Environmental Health Hazard Assessment ("OEHHHA") for deposit in the Safe Drinking Water and Toxic Enforcement Fund in accordance with California Health and Safety Code §25249.12(c). ERC will retain the remaining 25% (\$937.50) of the civil penalty.

b. \$2,525.23 shall be considered a reimbursement to ERC for its costs incurred as a result of bringing this matter to Green Boy's attention and negotiating a settlement.

c. \$18,724.77 shall be distributed to ERC for its in-house legal fees.

d. In the event that Green Boy fails to remit the Total Settlement Amount owed

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under Section 4 of this Agreement on or before the Due Date, Green Boy shall be deemed to be in material breach of its obligations under this Agreement. ERC shall provide written notice of the delinquency to Green Boy via electronic mail. If Green Boy fails to deliver the Total Settlement Amount within five days from the written notice, the Total Settlement Amount shall become immediately due and payable and shall accrue interest at the statutory judgment interest rate provided in the Code of Civil Procedure section 685.010. Additionally, Green Boy agrees to pay ERC's reasonable attorneys' fees and costs for any efforts to collect the payment due under this Agreement.

5. Except as expressly set forth in Section 4, the Parties shall bear their own costs, expenses, and attorneys' fees related to the Notices.

6. Binding Effect; Claims Covered and Released

6.1. This Agreement is a full, final, and binding resolution between ERC, on behalf of itself, and Green Boy and its respective officers, directors, shareholders, employees, agents, parent companies, subsidiaries, divisions, suppliers, franchisees, licensees, customers (not including private label customers of Green Boy), distributors, wholesalers, retailers, and all other upstream and downstream entities in the distribution chain of any Covered Product, and the predecessors, successors, and assigns of any of them (collectively, "Released Parties").

6.2 ERC, on behalf of itself only, 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 from the handling, use, or consumption of the Covered Products, as to any alleged violation of Proposition 65 or its implementing regulations arising from the failure to provide Proposition 65 warnings on the Covered Products regarding lead (for Lead Covered Products) and/or mercury (for the Mercury Covered Product) and/or PFOA (for the PFOA Covered Products) up to and including the Compliance Date.

6.3 ERC, on its own behalf only, and Green Boy on its own behalf only, further waive and release any and all claims they may have against each other for all actions or statements made or undertaken in the course of seeking or opposing enforcement of Proposition 65 in connection with the Notices up to and including the Compliance Date, provided, however, that nothing in Section 6 shall affect or limit any Party's right to seek to enforce the terms of this Agreement.

6.4 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. ERC, on behalf of itself only, and Green Boy, on behalf of itself only, acknowledge that this Agreement is expressly intended to cover and include all such claims up to and including the Compliance Date, including all rights of action therefor. ERC and Green Boy acknowledge that the claims released in Sections 6.2 and 6.3 above may include unknown claims, and the Parties nevertheless waive California Civil Code section 1542 as to any such unknown claims. California Civil Code section 1542 reads as follows:

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(i) 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

ERC, on behalf of itself only, and Green Boy, on behalf of itself only, acknowledge and understand the significance and consequences of this specific waiver of California Civil Code section 1542

6.5 Compliance with the terms of this Agreement shall be deemed to constitute compliance with Proposition 65 by any of the Released Parties regarding alleged exposures to lead in the Lead Covered Products, and/or mercury in the Mercury Covered Product and/or PFOA in the PFOA Covered Products as set forth in the Notices.

6.6 Nothing in this Agreement is intended to apply to any occupational or environmental exposures arising under Proposition 65, nor shall it apply to any of Green Boy's products other than the Covered Products.

7. Nothing herein shall be construed as diminishing Green Boy's continuing obligations to comply with Proposition 65.

8. All notices required to be given to either Party to this Agreement by the other shall be in writing and sent to the following agents listed below via first-class mail, or via electronic mail where required. Courtesy copies of notices sent via first-class mail may also be sent via email.

FOR ENVIRONMENTAL RESEARCH CENTER, INC.:

Chris Heptinstall, Executive Director, Environmental Research Center
3111 Camino Del Rio North, Suite 400
San Diego, CA 92108
Tel: (619) 500-3090
Email: chris.heptinstall@erc501c3.org

With a copy to:
Charles W. Poss
Environmental Research Center, Inc.
3111 Camino Del Rio North, Suite 400
San Diego, CA 92108
Ph: (619) 500-3090
Email: charles.poss@erc501c3.org

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FOR GREEN BOY PRODUCTS LLC:

Peter van Dijken, Co-Founder and Owner
Green Boy Products LLC
719 S. Los Angeles St., #818
Los Angeles, CA 90014
Email: peter@greenboy.com

With a copy to:
George Salmas
The Food Lawyers®
1880 Century Park East, Suite 611
Los Angeles, CA 90067
Telephone: (310) 880-9134
Email: julia.thrower@thefoodlawyers.com
george.salmas@thefoodlawyers.com

9. After executing this Agreement, ERC will submit to the California Attorney General a Report of Settlement. In addition, ERC will provide to the California Attorney General a signed copy of this Agreement. The Parties acknowledge and agree that the Parties shall provide as much information as is requested by the California Attorney General, or any other governmental agency, regarding the Notices, the settlement, and this Agreement.

10. This Agreement contains the entire agreement between the Parties with regard to settlement of the Notices, and supersedes all prior or contemporaneous agreements or understandings, written or oral, with regard to the Notices as set forth in this Agreement. This Agreement may be amended or modified as to injunctive terms only in whole or in part at any time only by an agreement in writing executed by the Parties.

11. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective owners, principals, shareholders, members, managers, officers, directors, employees, agents, successors, and assigns.

12. 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.

13. If any provision, term, or section of this Agreement is found to be invalid, illegal, or unenforceable, then all remaining provisions, terms, or sections shall continue in full force and effect and remain binding on the Parties. If any provision, term, or section of this Agreement is determined to be unenforceable, then such provision, term, or section may be modified so that the unenforceable provision, term, or section is enforceable to the greatest extent possible.

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14. This Agreement shall be deemed to have been entered into in the State of California and governed and interpreted by the laws of the State of California, regardless of the physical locations of the individuals executing this Agreement at the time of execution

15. The Parties acknowledge by signing this Agreement that they have a right to consult an attorney and that they have either consulted their attorney(s) with respect to the Notices and the terms and conditions of this Agreement or have made the decision not to consult with an attorney regarding the Notices and the terms and conditions of this Agreement. The Parties further acknowledge that they fully understand this Agreement and the effect of signing and executing this Agreement.

16. Any legal action to enforce this Agreement shall be brought in the county of Alameda of the State of California. ERC shall be entitled to recover its reasonable attorneys' fees and costs that are necessary and required to enforce the Agreement pursuant to California Code of Civil Procedure section 1021.5.

17. This Agreement may be signed in counterparts, and each counterpart, as well as any facsimile, e-mail, copy of this Agreement, or any other counterpart, shall be deemed to be an original.

18. Each of the individuals who execute this Agreement represents and warrants they have the authority to execute this document and bind the respective Parties to the terms and conditions of this Agreement, and have read, understand, and agree to all the terms and conditions in this Agreement.

DATED: 05/01/2025

GREEN BOY PRODUCTS LLC

By: 

Name: Tjerk Pieter van Dijken

Title: Owner

DATED: 5/1/2025

ENVIRONMENTAL RESEARCH CENTER, INC.

By: 

Name: Chris Heptinstall

Title: Executive Director

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