

SETTLEMENT AGREEMENT BETWEEN APS&EE, LLC AND GROVE COLLABORATIVE, 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 Grove Collaborative, Inc. (“Grove”). APS&EE and Grove shall hereinafter each be referred to as a “Party”, and collectively be referred to as the “Parties”.

1.1.2 APS&EE is an organization based in California with an alleged 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 Grove 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 Grove distributed, sold or made available for sale in the State of California: 1) 8 Greens lemon lime powder dietary supplement, including but not limited to UPC 8-50028-99673-7 (“8 Greens supplement”), and 2) 8 Greens lollipops, including but not limited to UPC 8-50028-99605-8 (“8 Greens lollipops” and collectively with 8 Greens supplement, the “Product(s)”) allegedly containing Lead without first providing a Proposition 65 warning pursuant to the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health & Safety Code sections 25249.6 et seq. (“Proposition 65”). California has identified and listed Lead under Proposition 65 as a chemical known to the State of California to cause cancer, birth defects or other reproductive harm.

1.2.2 On June 26, 2025, APS&EE served a Sixty-Day Notice of Violation (“60-Day Notice”), along with a Certificate of Merit, to Grove and the various public enforcement agencies regarding the alleged violation of Proposition 65 with respect to the 8 Greens

supplement. On July 23, 2025, APS&EE served a Supplemental Sixty-Day Notice of Violation (“Supplemental 60-Day Notice”), along with a Certificate of Merit, to Grove and the various public enforcement agencies regarding the alleged violation of Proposition 65 with respect to the Products. The 60-Day Notice and Supplemental 60-Day Notice shall hereinafter be referred to as the “Notices”.

1.3 No Admissions

Grove denies all allegations in APS&EE’s Notices and maintains that the Products have been, and are, in compliance with all laws, and are completely safe for their intended use and that Grove has not violated Proposition 65. This Agreement shall not be construed as an admission of liability, facts, or conclusions of law, including but not limited to, any facts or conclusions of law regarding any violation of Proposition 65, or any other statutory, regulatory, common law, or equitable doctrine by Grove and its affiliates and subsidiaries, parents, directors, officers, agents, employees, attorneys, representatives, shareholders, successors, and assigns and each entity to whom Grove directly or indirectly distributes or sells the Products, including, but not limited to, downstream distributors, wholesalers, customers, retailers, marketplace retailers, franchisees, cooperative members and licensees. This Agreement is a compromise of claims that are expressly contested and denied. Nothing in this Agreement, nor compliance with its terms, shall constitute or be construed, considered, offered, or admitted as evidence as an admission or evidence of fault, wrongdoing, or liability by Grove in any judicial proceeding or litigation in any court, agency, or forum. Notwithstanding the allegations in the Notices, Grove maintains that it has not manufactured or distributed, or caused to be manufactured or distributed, the Products in violation of Proposition 65.

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 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.

2. INJUNCTIVE RELIEF

2.1 Reformulation Standard

Subject to section 2.4 below, as of the Effective Date, Grove shall not 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 warning is required under Section 2.1, Grove shall use one of the following options:

Option 1

WARNING [or CA WARNING or CALIFORNIA WARNING]:

Consuming this product can expose you to Lead, which is known to the

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.

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

or

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

Option 3 (for Product manufactured and labeled before January 1, 2028)

WARNING: [Cancer and] Reproductive Harm -www.P65Warnings.ca.gov/food.

If the daily exposure for the Product exceeds 15 micrograms of lead, where daily exposure is determined pursuant to Section 2.2, Grove shall include the phrase “cancer and” or “carcinogen and” in the warning.

Nothing in this Agreement shall prevent Grove from modifying any warning contained in Option 1 or 2 to disclose the presence of additional chemicals if Grove determines that such disclosure is appropriate or required.

Under Option 3, the warning shall be accompanied by a symbol consisting of a black exclamation point in a yellow equilateral triangle with a bold black outline. Where the label 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 text of the warning, in a size no smaller than the height of the word “WARNING”.

Each warning shall be provided on the 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. The Products shall carry said warning on each label 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.

For Products that Grove sells over the internet to persons located in California, where Grove controls the product listing, the warning shall appear on the product display page, or on the checkout page before or after a California delivery address is indicated for any purchase of the Products, or through a clearly marked hyperlink using the word "WARNING" in all capital and bold letters. If a hyperlink is used, the hyperlink must go directly to a page prominently displaying either the Option 1 Warning or the Option 2 Warning without content that detracts from the Warning. An asterisk or other identifying method must be utilized to identify which products on the checkout page are subject to the warning if a checkout page warning is used. Grove does not assume any duty to monitor any third-party websites for compliance and shall have no liability for any third-party website's non-compliance.

For Products that Grove provides for a downstream entity to sell on the internet to persons located in California, Grove shall comply with 27 CCR section 25600.2(b) and include an instruction that the entity comply with the warning requirements of this section.

In the event State of California Office of Environmental Health Hazard Assessment ("OEHHA") adopts a safe harbor level for lead applicable to the Products that is higher than the Reformulation Standard, then Grove is permitted to use such safe harbor level or reformulation standard at any time without being deemed in breach of this Agreement.

2.4 Grace Period for Existing Inventory of Products

The injunctive requirements of this Section 2 shall not apply to Products that have been manufactured, in inventory, or offered for sale in the stream of commerce by Grove directly or are already in the stream of commerce downstream from Grove as of the Effective Date, which Products are expressly subject to the releases provided in Section 4.

3. PAYMENTS

3.1 Civil Penalty Pursuant To Proposition 65

In settlement of all claims referred to in this Agreement, Grove shall pay a total civil penalty of three thousand dollars (\$3,000.00) to be apportioned in accordance with *Health and Safety Code* section 25249.12(c)(1) and (d), with 75% (\$2,250.0) for OEHHA, and the remaining 25% (\$750.00) for APS&EE.

Grove 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

Grove shall reimburse APS&EE's reasonable experts' and attorney's fees and costs incurred in prosecuting the instant action, for all work performed through execution of this Agreement, in the amount of twenty-four thousand dollars (\$24,000.00). Accordingly, Grove shall remit total payment via wire transfer to Law Offices of Lucas T. Novak in the amount of twenty-seven thousand dollars (\$27,000.00) which includes the civil penalty described in Section 3.1, within ten (10) business days of the Effective Date. Wire instructions have been exchanged between the Parties.

4. RELEASES

4.1 APS&EE's Release Of Grove, Downstream Customers and Upstream Vendors

APS&EE, in consideration of the promises and monetary payments contained herein, hereby releases Grove, its parents, subsidiaries, affiliated companies under common ownership or control, shareholders, directors, members, managers, officers, partners, agents, employees, representatives, attorneys, predecessors, successors and assignees, as well as each of its suppliers, distributors, licensors, licensees, wholesalers, retailers, and franchisees (collectively, "Released Parties"), from any alleged violations of Proposition 65 arising from the Products sold or distributed by Grove for sale or potential sale in California before the Effective Date.

4.2 Grove's Release Of APS&EE

Grove, 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 Grove 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.

4.4 Public Benefit.

It is Grove's understanding that the commitments it has agreed to herein, and actions to be taken by Grove under this 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 Grove that to the extent any other party initiates an action alleging a violation of Proposition 65 with respect to Grove's failure to provide a warning concerning exposure to lead prior to use of the 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 products addressed in this Agreement, provided that Grove is in material compliance with this Agreement.

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, with a copy via email to:

<p>TO GROVE: Jason Hamilton, Esq. Benesch Friedlander Coplan & Aronoff LLP 100 Pine Street, Suite 3100 San Francisco, CA 94111 jhamilton@beneschlaw.com</p>	<p>TO APS&EE: Lucas Novak, Esq. Law Offices of Lucas T. Novak 8335 W Sunset Blvd., Suite 217 Los Angeles, CA 90069 lucas.nvk@gmail.com</p>
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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: 2/12/26

By: 
Authorized Representative of APS&EE, LLC

AGREED TO:

Date: 2/12/2026

By: Signed by:
Scott Giesler
81F7578DDB904AF...
Scott Giesler
Authorized Representative of Grove Collaborative, Inc.