

**SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release (“Agreement”) between Environmental Research Center, Inc. (“ERC”) and DrFuhrman Online, Inc. (“Dr. Fuhrman”) is effective on the date on which it is fully executed (“Effective Date”). ERC and Dr. Fuhrman are referred to individually as a “Party” and collectively as the “Parties.” The Parties agree as follows:

1. This matter arises out of the Notice of Violation of California Health & Safety Code §25249.5, *et seq.* (also known as “Proposition 65”) that ERC served on Dr. Fuhrman on August 1, 2025 (the “Notice”) with regard to the following products identified below (referred to as the “Covered Products”):

- **Dr. Fuhrman Organic Pro-Boost Protein Nutritarian Superfood Powder Vegan (lead, perfluorooctanoic acid (PFOA))**
- **Dr. Fuhrman Complete Greens Multivitamin & Superfood Formula (PFOA)**

The product called Dr. Fuhrman Organic Pro-Boost Protein Nutritarian Superfood Powder Vegan is also referred to as “Lead Covered Product.”

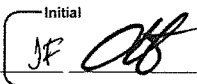
2. The Parties enter into this Agreement in order to fully resolve all claims, demands, and allegations regarding the Notice and for the purpose of avoiding prolonged litigation. Nothing in this Agreement shall be construed as an admission of the Parties of any fact, issue of law, or violation of law, 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, the Parties have provided the releases as set forth in Section 6 below:

3.1 Beginning on the Effective Date, Dr. Fuhrman 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, any Lead Covered Product which exposes a person to a “Daily Lead Exposure Level” of more than 0.5 micrograms of lead per day and/or any Covered Product that contains PFOA above 0.080 ng/g unless it meets the warning requirements under Section 3.2, subject to the terms set forth below.

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

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or to sell a Covered Product to a distributor that Dr. Fuhrman 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. The injunctive requirements of Section 3 shall not apply to Covered Products that are already “in the stream of commerce” as of the Effective Date, which Covered Products are expressly subject to the releases provided in Section 6. The term “in the stream of commerce” means that manufactured Covered Products have been put into final packaging for consumer sale and are no longer in the possession of or under the control of Dr. Fuhrman. For the avoidance of doubt, Covered Products that are “in the stream of commerce” prior to the Effective Date are not subject to Section 3 even if such products are sold or offered for sale in California after the Effective Date.

3.2 Clear and Reasonable Warnings

If Dr. Fuhrman 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] [perfluorooctanoic acid] which is [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](http://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. Dr. Fuhrman shall use the phrase “cancer and” in the Warning if Dr. Fuhrman has reason to believe that the “Daily Lead Exposure Level” is greater than 15 micrograms of lead for the Lead Covered Product and/or if PFOA is present in a Covered Product as determined pursuant to the quality control methodology set forth in Section 3.4 or if Dr. Fuhrman has reason to believe that another Proposition 65 chemical is present at a level requiring a cancer warning in any Covered Product. As identified in the brackets, the warning shall appropriately reflect whether there is lead, or PFOA, or multiple chemicals present in each of the Covered Products, but 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 prominently displayed on the label of any Covered Product, and it must be set off from other surrounding information and enclosed in a box. For Covered Products

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sold in brick-and-mortar stores, the Warning may, in the alternative, be provided on a posted sign, shelf tag, or shelf sign, for the Covered Product at each point of display of the Covered Product. In addition, for any Covered Product sold over the internet, the Warning shall appear on the checkout page when a California delivery address is indicated for any purchase of any Covered Product. An asterisk or other identifying method must be utilized to identify which product on the checkout page is subject to the Warning. The internet Warning may be provided through a clearly marked hyperlink using the word “**WARNING**” in all capital and bold letters on the Covered Product’s primary display page so long as the hyperlink links 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.

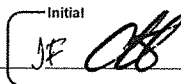
Dr. Fuhrman must display the above Warning with such conspicuousness, as compared with other words, statements or designs on the label, or on its website, as applicable, to render the Warning likely to be read and understood by an ordinary individual under customary conditions of purchase or use of the 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 wrapper.

**3.3 Conforming Covered Products**

A Conforming Covered Product, other than the Lead Covered Product, is a Covered Product that contains less than or equal to 0.080 ng/g of PFOA, as determined by the quality control methodology described in Section 3.4, and that is not known by Dr. Fuhrman to contain other chemicals that violate Proposition 65’s safe harbor thresholds. A Lead Covered Product is a Conforming Covered Product if (a) 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, (b) it contains less than or equal to 0.080 ng/g of PFOA, as determined by the quality control methodology described in Section 3.4, and (c) it is not known by Dr. Fuhrman to contain other chemicals that violate Proposition 65’s safe harbor thresholds.

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**3.4 Testing and Quality Control Methodology**

**3.4.1** Beginning within one year of the Effective Date, Dr. Fuhrman shall arrange for lead and PFOA testing of the Covered Products for each packaging lot for a minimum of four (4) consecutive years by arranging for testing of a randomly selected sample of each of the Covered Products, in the form intended for sale to the end-user, from each packaging lot, which Dr. Fuhrman intends to sell or is manufacturing for sale in California, directly selling to a consumer in California or “Distributing into the State of California.” If tests conducted pursuant to this Section demonstrate that no Warning is required for the Covered Products during each of the four (4) consecutive years, then the testing requirements of this Section will no longer be required as to the Covered Products.


**3.4.2** 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 Liquid Chromatography–Tandem Mass Spectrometry (“LC-MS/MS”) achieving a limit of quantification of less than or equal to 0.080 ng/g for PFOA.

**3.4.3** All testing pursuant to this Agreement shall be performed by an independent third-party laboratory certified by the State of California or accredited by the State of California, a federal agency, the National Environmental Laboratory Accreditation Program or similar nationally recognized accrediting organization.

**3.4.4** Nothing in this Agreement shall limit Dr. Fuhrman’s ability to conduct, or require that others conduct, additional testing of the Covered Products, including the raw materials used in their manufacture.

**3.4.5** Within thirty (30) days of ERC’s written request, Dr. Fuhrman shall deliver lab reports obtained pursuant to Section 3.4, and related documentation, to ERC. Dr. Fuhrman 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.

**3.4.6** The testing and reporting requirements of Section 3.4 do not apply to any Covered Product for which Dr. Fuhrman is providing a Warning, continuously and without interruption from the Effective Date, pursuant to Section 3.2 of this Agreement. In the event a Warning is provided after the Effective Date but Dr. Fuhrman thereafter ceases to provide the Warning, Dr. Fuhrman may only do so after it has tested such Covered Product, and Dr. Fuhrman shall be required to comply with the testing requirements of Section 3.4 prior to ceasing to provide the Warning, unless Dr. Fuhrman can show to the satisfaction of ERC that the cessation in providing the Warning was a temporary error that was resolved when discovered.

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**3.4.7** Dr. Fuhrman shall not be obligated to test any Covered Product pursuant to this Section 3.4 during any period of time that such Covered Product is discontinued and/or not being sold or distributed in California or to California consumers. However, if Dr. Fuhrman resumes sales, manufacturing for sale, or distribution of such Covered Product in California or to California consumers, whether directly by Dr. Fuhrman or indirectly by third-party sellers who Dr. Fuhrman knows sells the Covered Products, Dr. Fuhrman shall be required to begin testing the Covered Product in accordance with Section 3.4 before resuming sales, manufacturing for sale, or distribution of such Covered Product in California or to California consumers and shall begin, continue, or resume complying with the testing requirements of Section 3.4 with respect to the Covered Product immediately after the date that Dr. Fuhrman resumes selling, manufacturing for sale, or distributing the Covered Product in California or to California consumers, whether directly or indirectly as described above. Dr. Fuhrman shall not include the period of time the Covered Product was discontinued and/or not sold or distributed in California or to California consumers in calculating the four years for which testing is required by this Section 3.4. For purposes of this Section 3.4.7, the term “discontinued” shall mean that the Covered Product is not being manufactured and is not available to be purchased by consumers.

**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, PFOA, or other chemicals that is permissible in consumer products under Proposition 65.


**4.** Dr. Fuhrman shall make a total payment of \$45,000.00 (“Total Settlement Amount”) by ACH Payment to ERC’s account within ten (10) days of the Effective Date (“Due Date”), for which ERC will give Dr. Fuhrman the necessary account information. The Total Settlement Amount shall be allocated as follows:

a. \$13,500.00 shall be considered a civil penalty pursuant to California Health and Safety Code §25249.7(b)(1). ERC shall remit 75% (\$10,125.00) of the civil penalty to the Office of Environmental Health Hazard Assessment (“OEHHA”) 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% (\$3,375.00) of the civil penalty.

b. \$3,146.76 shall be considered a reimbursement to ERC for its costs incurred as a result of bringing this matter to Dr. Fuhrman’s attention and negotiating a settlement.

c. \$28,353.24 shall be distributed to ERC for its in-house legal fees.

d. In the event that Dr. Fuhrman fails to remit the Total Settlement Amount owed under Section 4 of this Agreement on or before the Due Date, Dr. Fuhrman shall be deemed to be in material breach of its obligations under this Agreement. ERC shall provide written notice of the delinquency to Dr. Fuhrman via electronic mail. If Dr. Fuhrman fails to deliver the Total

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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, and Dr. Fuhrman shall forfeit any release provisions in Section 6 that are for the benefit of Dr. Fuhrman and the Released Parties (as defined in Section 6.1) until such time as the Total Settlement Amount is paid in full. Additionally, Dr. Fuhrman 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 Notice.


**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 Dr. Fuhrman and its respective officers, directors, shareholders, employees, agents, parent companies, subsidiaries, divisions, suppliers, franchisees, licensees, customers (not including private label customers of Dr. Fuhrman), 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 PFOA and on the Lead Covered Product regarding lead up to and including the Effective Date.

6.3 ERC, on its own behalf only, and Dr. Fuhrman 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 Notice up to and including the Effective 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 Notice, and relating to the Covered Products, will develop or be discovered. ERC, on behalf of itself only, and Dr. Fuhrman, on behalf of itself only, acknowledge that this Agreement is expressly intended to cover and include all such claims up to and including the Effective Date, including all rights of action therefor. ERC and Dr. Fuhrman 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 Dr. Fuhrman, 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 PFOA in the Covered Products and lead in the Lead Covered Product as set forth in the Notice.

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 Dr. Fuhrman's products other than the Covered Products.

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

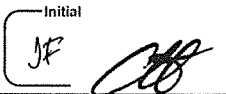
8. All notices required to be given to either Party to this Agreement by the other shall be in writing and sent to the following agents listed below via first-class mail, or via electronic mail where required. Courtesy copies of notices sent via first-class mail may also be sent via email.

**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 DRFUHRMAN ONLINE, INC.:**

John Carbone, Vice President of Operations  
DrFuhrman Online, Inc.  
8 Bartles Corner Road  
Suite 106  
Flemington NJ,08822  
Tel: 908-237-2195 x246  
Email: jcarbone@drfuhrman.com

With a copy to:

Brett N. Taylor  
Cozen O' Connor  
401 Wilshire Blvd, Ste 850  
Santa Monica, CA 90401  
Ph: (310) 393-4000  
Email: btaylor@cozen.com

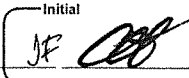
9. After executing this Agreement, ERC will submit to the California Attorney General a Report of Settlement. In addition, ERC will provide to the California Attorney General a signed copy of this Agreement. The Parties acknowledge and agree that the Parties shall provide as much information as is requested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

10. This Agreement contains the entire agreement between the Parties with regard to settlement of the Notice, and supersedes all prior or contemporaneous agreements or understandings, written or oral, with regard to the Notice 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, but only to the extent the deletion of the provision, term, or section does not materially affect, or otherwise result in the effect of the Agreement being contrary to the intent of the Parties in entering the Agreement. If any provision, term, or

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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.


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. In the event that Proposition 65, either as a whole or as specifically applicable to the Covered Products or listed chemicals at issue in the case, is repealed or federally preempted, or if new or different safe harbor levels are established as applicable to the Covered Products, or if Proposition 65 is otherwise rendered inapplicable to the Covered Products or the listed chemicals at issue in this case, by any final California regulation or statute, or by a decision of the California Supreme Court or the United States Supreme Court or by the California legislature or the United States Congress, or if any provision of this Agreement is specifically rendered inapplicable or no longer required as to the Covered Products as a result of any such regulatory or statutory change, repeal or preemption or decision of the California Supreme Court or the United States Supreme Court, or due to binding federal laws or regulations, then a lack of warning will not thereafter be considered a presumptive breach of this Agreement, subject to ERC's right to seek judicial intervention challenging the applicability of such final regulation, statute, legislation, or legal decision to this Agreement, the Covered Products, and/or the chemicals at issue and challenging Dr. Fuhrman's right to cease complying with the terms of this Agreement, including but not limited to, filing an action for breach (or anticipatory breach) of the Agreement or for other relief available to ERC. However, ERC is to meet and confer with Dr Fuhrman at least thirty (30) days before bringing any such action to see if a resolution on any issue can be met.

16. 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 Notice and the terms and conditions of this Agreement or have made the decision not to consult with an attorney regarding the Notice 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.

17. 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.

18. It is Dr. Fuhrman's understanding that the commitments it has agreed to herein, and actions to be taken by Dr. Fuhrman under this Settlement Agreement, would 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 Dr. Fuhrman that to the extent any other private party initiates an action alleging a violation of Proposition 65 with respect to Dr. Fuhrman for

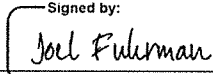
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failure to provide a warning concerning exposure to lead or PFOAs prior to use of the Covered Products it has manufactured, distributed, sold, or offered for sale in California, or will manufacture, distribute, sell, or offer for sale in California, such private party action would not confer a significant benefit on the general public as to those Covered Products addressed in this Agreement, provided that Dr. Fuhrman is in material compliance with this Agreement.

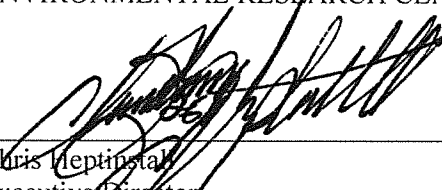
19. This Agreement may be signed in counterparts, and each counterpart, as well as any facsimile, e-mail, copy of this Agreement, or any other counterpart, shall be deemed to be an original.

20. 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: 01/29/26 | 10:39 AM PST DRFUHRMAN ONLINE, INC.

By:   
Joel Fuhrman D3563E64A1BD4FA...  
Chief Executive Officer

DATED: 1/29/2026 ENVIRONMENTAL RESEARCH CENTER, INC.

By:   
Chris Heptinstal  
Executive Director

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