

PROPOSITION 65 SETTLEMENT AGREEMENT

1. INTRODUCTION

1.1 The Parties

This Settlement Agreement (“Agreement”) is entered into by and between Keep America Safe and Beautiful (“KASB”) and Country Life Natural Foods, Inc. (“Country Life”), with KASB and Country Life each individually referred to as a “Party” and, collectively, the “Parties.” KASB is a California-based non-profit organization proceeding in the public interest pursuant to California Health and Safety Code § 25249.7(d) to ensure that chemicals known to the State of California to cause cancer, birth defects or other reproductive harm are disclosed to California consumers or eliminated from consumer products sold and offered for sale in California. KASB alleges Country Life is a person in the course of doing business for purposes of California Health and Safety Code § 25249.11(b).

1.2 Consumer Product Description

KASB alleges that Country Life manufactures, imports, distributes, ships, sells, and/or offers for sale in California Vegan Cheese Mixes including but not limited to Country Life Natural Foods Instant Vegan Cheese Mix, UPC 0 23759 33122 5 allegedly containing the heavy metal Lead and that it does so without providing the health hazard warning KASB alleges is required by California Health and Safety Code § 25249.6 *et seq.* and/or the related regulations at Cal. Code Regs. tit. 27, § 25102, *et seq.* (“Proposition 65”). The “Covered Products” subject to this Agreement are defined as Vegan Cheese Mixes including but not limited to Country Life Natural Foods Instant Vegan Cheese Mix, UPC 0 23759 33122 5. Lead is listed pursuant to Proposition 65 as chemicals known to cause cancer and birth defects or other reproductive harm.

1.3 Notice of Violation

On August 27, 2025, KASB served Country Life, the Office of the California Attorney General (“OAG”) and all other requisite public enforcement agencies with a 60-Day Notice of Violation (“Notice”). In its Notice, KASB alleges Country Life violated Proposition 65 by failing to warn its customers and consumers in California the Covered Products can expose consumers to the Lead and of the risks of harm associated with such exposures. To the Parties’

knowledge, no public enforcer has commenced and is diligently prosecuting an action to enforce the alleged violations that are the subject of the Notice.

1.3 No Admission

Country Life denies the factual and legal allegations contained in the Notice and maintains that all products it has sold or distributed for sale in California, including the Covered Products, comply with all laws. Neither any term of this Agreement nor Country Life's compliance with this Agreement shall constitute or be construed as, an admission by Country Life of any fact, finding, legal issue, legal conclusion, or violation of law. This section shall not, however, diminish or otherwise affect Country Life's obligations, responsibilities, and duties under this Agreement.

1.4 Effective Date and Compliance Date

For purposes of this Agreement, "Effective Date" shall mean the date this Agreement is fully executed by the Parties or the date Country Life receives KASB's countersigned, fully executed copy of this Agreement, whichever is later. The "Compliance Date" shall mean sixty (60) days after the Effective Date.

2. INJUNCTIVE RELIEF: REFORMULATION AND WARNINGS

2.1 Commitment to Reformulate Covered Products or Provide Warnings

Commencing on the Compliance Date and continuing thereafter, all Covered Products Country Life manufactures, imports, sells, ships, or distributes for sale in or into California, directly, or indirectly through one or more third-party retailers or e-commerce marketplaces, shall meet the Reformulation Standard for Reformulated Covered Products as defined in Section 2.2, or be accompanied by a clear and reasonable warning pursuant to Section 2.3.

2.2 Reformulation Standard

For purposes of this Consent Judgment, "Reformulated Covered Products" are defined as Covered Products which contain Lead in a maximum concentration of no more than 0.5 micrograms per serving, based on consumption of a "Single Serving." A "Single Serving" shall be defined as the lesser of 3/8ths of a cup (39 grams) or otherwise as the largest suggested

serving size stated on Covered Product packaging. To assess whether a Covered Product is compliant, the Covered Product must be analyzed by a laboratory, accredited by the State of California, a federal agency, or a nationally recognized accrediting organization (“Accredited Laboratory”), using: (1) inductively coupled plasma mass spectrometry (“ICP-MS”) equipment with a level of detection (“LOD/LOQ”) of 10 ppb or less utilizing scientifically appropriate methods and protocols for testing the Listed Chemical in foods; (2) inductively coupled plasma mass spectrometry (“ICP-MS”) utilizing scientifically appropriate adherence to the protocols set forth in AOAC Method 2015.01 or 2013.06 (21st Ed., 2019) with a LOD/LOQ of 0.10 ppm or less for the Listed Chemical in foods; or (3) any other detection method developed in the future for reliably detecting the Listed Chemical in foods which is approved by or commonly utilized by governmental agencies.

2.3 Clear and Reasonable Warnings

Commencing on or before the Compliance Date and continuing thereafter, for all Covered Products sold, offered for sale, and/or distributed for sale in California that do not meet the definition of Reformulated Covered Products set forth in Section 2.2, above, Country Life shall provide clear and reasonable warnings in accordance with this Section and pursuant to Title 27 California Code of Regulations § 25600, et seq., as amended from time to time. Country Life agrees to place such warnings directly on the Covered Product or on its immediate packaging, labeling or container. Any warning provided pursuant to this Agreement shall be prominently placed with such conspicuousness when compared with other words, statements, or designs as to render it likely to be read and understood by an ordinary individual under customary conditions before purchase or use and shall be provided in a manner such that it is clearly associated with the specific Product to which the warning applies.

- (a) **Warning Option 1 – Long-Form.** The “Long-Form” warning shall consist of the following statement on the exterior of a Covered Product box or other packaging:

WARNING: Consuming this product can expose you to chemicals including Lead and lead compounds, which are known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov/food.

- (b) **Warning Option 2 – Short-Form.** A Short-Form warning shall consist of the following statement on the exterior of a Covered Product’s box or other packaging:

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

- (c) **Warning Option 3 – Short-Form.** A Short-Form warning may also consist of the following statement on the exterior of a Covered Product’s box or other packaging:

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

In place of “**WARNING**,” “**CA WARNING**” or “**CALIFORNIA WARNING**” may be used.

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 Lead which are different than those set forth above, then Country Life may seek to modify this Agreement pursuant to Sections 6 and 11, below.

(b) Foreign Language Requirement. Where a Covered Product package used by Country Life to provide a warning includes consumer information in language(s) other than English, then Country Life must provide the warning in those other language(s) in addition to English.

2.4 On-Product Warnings

For all Covered Products sold, distributed for sale and/or offered for sale to consumers in California after the Compliance Date that do not meet the definition of Reformulated Covered Products set forth in Section 2.2, above, Country Life shall affix a warning directly on the Product

or to the Product label or on its immediate packaging or container in accordance with Section 2.3 above. “Product label” means any display of written, printed or graphic material printed on or affixed to any Covered Product Country Life sells or offers for sale in California or to such Covered Products’ immediate packaging, container or wrapper. A warning provided pursuant to Section 2.3, above, must print the word **“WARNING,” “CA WARNING,”** or **“CALIFORNIA WARNING”** in all capital letters and in bold font. If Country Life uses a short-form warning option above (Option 2 or 3), the entire warning shall appear in at least 6-point type and, in no case, smaller than the type size used for other consumer information on the Covered Product.

2.5 Internet Warnings

If, after the Compliance Date, Country Life sells Covered Products via the internet, through its own website, affiliated websites or a third party website, to consumers located in California or to customers it knows have nationwide distribution and e-commerce websites (“California Business Establishment”), Country Life shall provide warnings for each Covered Product both on the Covered Product label in accordance with Section 2.4, and by prominently displaying, or notifying the California Business Establishment that the warning must be prominently displayed on websites to the consumer during the purchase of the Covered Products without requiring customers to seek out the warning. The warning or a clearly marked hyperlink to the warning using the word **“WARNING,” “CA WARNING”** or **“CALIFORNIA WARNING”** given in conjunction with the sale of the Covered Products via the internet shall appear either: (a) on the same web page on which the Covered Products are displayed; (b) on the same web page as the virtual cart displaying the Covered Products; (c) on the same page as the price for the Covered Products; or (d) on one or more web pages displayed to a purchaser during the checkout process. The warning shall appear in any of the above instances adjacent to or immediately following the display, description, or price of the Covered Products for which it is given in the same type size or larger than other consumer information provided for the Covered Products. For California Business Establishments Country Life knows use third-party websites, as a condition of sale, Country Life shall notify the California Business Establishments that the

Covered Products must be accompanied by an online internet warning, prior to and as a condition of sale, in or into California, and shall supply the warning requirements, as detailed above.

2.6 Compliance with Regulations

Defendant shall be deemed to be in compliance with the warning requirements of this Settlement Agreement by either adhering to Section 2 of this Settlement Agreement or by complying with the warning regulations at California Code of Regulations, Title 27, section 25600, et seq. applicable to the Products, the chemicals, and the exposures in the Notice.

3. MONETARY SETTLEMENT TERMS

3.1 Country Life's Civil Penalty Payment

Pursuant to Health and Safety Code § 25249.7(b), Country Life agrees to pay a civil penalty of \$2,000 within fifteen (15) days of the Effective Date. Country Life's civil penalty payment will be allocated according to Health and Safety Code §§ 25249.12(c)(1) and (d), with seventy-five percent (75%) of the penalty paid to the California Office of Environmental Health Hazard Assessment ("OEHHA"), and the remaining twenty-five percent (25%) retained by KASB. Country Life shall issue its payment in two checks made payable to: (a) "OEHHA" in the amount of \$1,500; and (b) "Seven Hills in trust for Keep America Safe and Beautiful" in the amount of \$500. KASB's counsel shall remit OEHHA and KASB's respective portions of Country Life's civil penalty payment.

3.2 Country Life's Reimbursement of KASB's Attorneys' Fees and Costs

After the Parties finalized the other material settlement terms, they negotiated and reached an accord on the amount of attorneys' fees and costs reimbursements to be paid to KASB's counsel, under general contract principles and the private attorney general doctrine, codified at California Code of Civil Procedure § 1021.5, for all work performed through the mutual execution and reporting of this Agreement to the OAG. Within fifteen (15) days of the Effective Date, Country Life agrees to issue a check in the amount of \$19,000 payable to "Seven Hills LLP" for fees and costs incurred investigating, bringing this matter to Country

Life's attention, negotiating a settlement in the public interest, and reporting its terms to OAG pursuant to Section 9.

3.3 Payments

All payments payable and due under this Agreement shall be sent to KASB's counsel at following address:

Seven Hills LLP
Attn: Laralei Paras, Esq.
1 Embarcadero Center, Suite 1200
San Francisco, CA 94111

Seven Hills shall provide tax forms upon request as to each of the payors to facilitate payment.

4. CLAIMS COVERED AND RELEASED

4.1 KASB's Release of Country Life

This Agreement is a full, final and binding resolution between KASB, as an individual nonprofit corporation and *not* on behalf of the public in California, and Country Life, of any violation of Proposition 65 that was or could have been asserted by KASB on its own behalf or on behalf of its past and current agents, representatives, attorneys, successors, and/or assignees, against Country Life or its subsidiaries, affiliated entities under common ownership and each of their respective directors, officers, employees, attorneys, and each entity to whom Country Life directly or indirectly distributed or sold the Covered Products prior to the Compliance Date, including, but not limited to, Country Life's downstream distributors, online marketplaces (including Amazon and amazon.com), wholesalers, customers, retailers (including Amazon and amazon.com), franchisees, cooperative members, and licensees (collectively, "Releasees") from any and all claims for violations of Proposition 65 based on the alleged or actual failure to warn about exposures to Lead from Covered Products manufactured, distributed, sold and/or offered for sale by Country Life before the Compliance Date, as alleged in the Notice. All Covered Products in the stream of commerce as of the Compliance Date shall be released pursuant to this provision.

In further consideration of the promises and agreements herein contained, KASB as an individual nonprofit corporation and *not* on behalf of the public, and on behalf of its past and current agents, representatives, attorneys, successors, and/or assignees, hereby waives any right to institute or participate directly or indirectly in any form of legal action and waives and releases all claims that KASB may have against Country Life and Releasees, including, without limitation, all actions, and 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 arising under Proposition 65 with respect to exposures to the Lead in Covered Products manufactured, distributed, sold and/or offered for sale by Country Life before the Compliance Date, against Country Life and Releasees.

The Parties further understand and agree that this Section 4.1 release shall not extend upstream to any entity that manufactured or otherwise supplied the Covered Products or any material component part thereof to Country Life, nor shall this Section 4.1 Release extend downstream to any Releasee instructed by Country Life to provide a warning pursuant to Section 2 above who fails to do so. Nothing in this Section 4.1 release affects KASB's right to commence or prosecute an action under Proposition 65 against a Releasee that does not involve Country Life's Products.

4.2 Country Life's Release of KASB

Country Life, on its own behalf and on behalf of its past and current agents, representatives, attorneys, successors, and assignees, hereby waives any and all claims against KASB and its attorneys and other representatives, for any and all actions taken or statements made (or those that could have been taken or made) by KASB and its attorneys and other representatives, whether in the course of investigating claims or otherwise seeking to enforce Proposition 65 against it in this matter with respect to the Covered Products.

5. SEVERABILITY

If any provision of this Agreement is deemed by a court to be unenforceable, the validity of the remaining provisions shall not be adversely affected unless the provision found unenforceable is determined to be essential to the overall purpose of this Agreement. In such event, the Parties shall meet and confer in good faith for a period of not less than thirty (30) days to attempt to renegotiate the affected provision(s) in a manner that preserves, to the greatest extent possible, the original intent and purpose of the Consent Judgment. If the Parties are unable to reach agreement, either Party may seek appropriate relief consistent with California law.

6. GOVERNING LAW

The terms of this Agreement shall be governed by the laws of the State of California and apply within California. If Country Life believes that Proposition 65 is repealed, preempted, or is otherwise rendered inapplicable by reason of law generally, or as to the Covered Products, then Country Life may notify KASB and the Parties shall meet and confer in good faith for a period of no less than thirty (30) days to enter a modified Agreement pursuant to Section 11, above. Nothing in this Agreement shall be interpreted to relieve Country Life from its obligation to comply with any applicable state or federal law or regulation.

7. NOTICE

Unless specified herein, all correspondence and notice required by this Agreement shall be in writing and sent by both email and by either: (i) first-class registered or certified mail, return receipt requested; or (ii) a recognized overnight courier to any Party by the other at the following addresses:

For Country Life:

Mitchell Hagan, CEO
County Life Natural Foods, Inc.
641 52nd Street
Pullman, MI 49450

For KASB:

Laralei Paras, Esq.
Seven Hills LLP
1 Embarcadero Center, Suite 1200
San Francisco, CA 94111
laralei@sevenhillsllp.com

With a copy to:

Sherry E. Jackman, Esq.
Sedina L. Banks, Esq.
2049 Century Park East, Suite 2600
Los Angeles, CA 90067
sjackman@greenbergglusker.com
sbanks@greenebrgglusker.com

Any Party may, from time to time, specify in writing to the other Party a change of address to which all notices and other communications shall be sent.

8. COUNTERPARTS, FACSIMILE OR ELECTRONIC SIGNATURES

This Agreement may be executed in counterparts and by electronic or facsimile signature, each of which shall be deemed an original and, all of which, when taken together, shall constitute one and the same document.

9. COMPLIANCE WITH REPORTING REQUIREMENTS

KASB and its counsel agree to comply with the reporting form requirements referenced in California Health and Safety Code § 25249.7(f).

10. ENTIRE AGREEMENT

This Agreement contains the sole and entire agreement and understanding of the Parties with respect to the entire subject matter hereof, and all prior discussions, negotiations, commitments, or understandings related hereto, if any, are hereby merged. No warranty, representation, or other agreement between the Parties exists, except as expressly set forth herein. No representation, oral or otherwise, express or implied, other than those specifically referred to in this Agreement have been made by any Party hereto. No other agreement not specifically contained herein shall be deemed to exist or to bind either of the Parties hereto.

11. MODIFICATION

This Agreement may be modified only by order of a court of competent jurisdiction or by a written agreement of the Parties executed by or on behalf of both Parties and reported to the OAG as a corrected or modified settlement within five (5) days of execution of any written or modified settlement in accordance with Health and Safety Code § 25249.7(f) as set forth in

Section 9, above. All such reporting shall be the responsibility of KASB and its counsel.

12. AUTHORIZATION

The undersigned are authorized to execute this Agreement on behalf of their respective Party and have read, understand, and agree to all the terms and conditions set forth in this Agreement.

AGREED TO:

Date: 5/12/2026

By: 
Lance Nguyen, CEO
KEEP AMERICA SAFE AND
BEAUTIFUL

AGREED TO:

Date: May 12, 2026

By: Mitchell Hagan
Mitchell Hagan, CEO,
COUNTY LIFE NATURAL FOODS,
INC.