

SETTLEMENT AGREEMENT

1. INTRODUCTION

1.1 Parties

This Settlement Agreement is entered into by and between Environmental Health Advocates, Inc. (“Plaintiff” or “EHA”), and Bridges Consumer Healthcare, LLC (“Defendant” or “Bridges Consumer”). EHA and Bridges Consumer are each sometimes individually referred to as a “Party” and collectively as the “Parties.” EHA alleges that it is a corporation in the State of California serving in the interest of the general public who seeks to improve human health by reducing or eliminating Proposition 65 listed chemicals in consumer products. EHA alleges that Bridges Consumer is a person in the course of doing business for purposes of the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health and Safety Code § 25249.6 *et seq.* (“Proposition 65”).

1.2 General Allegations

EHA alleges that Bridges Consumer manufactured, sold, offered for sale, and/or distributed for sale in California, certain powdered supplement products that contain lead without first providing a Proposition 65 warning. Lead is listed pursuant to Proposition 65 as a chemical known to cause reproductive toxicity.

1.3 Product Description

The products covered by this Settlement Agreement are defined as menopause support products including, but not limited to, Cystex Menopause Support Powder (the “Covered Products”), that are manufactured, sold, offered for sale, and/or distributed for sale in California by Bridges Consumer.

1.4 Notice of Violation

On or about August 29, 2025, EHA served Bridges Consumer, the California Attorney General, and certain other public enforcement agencies with a 60-Day Notice of Violation of Proposition 65 (“Notice”). The Notice alleged that Bridges Consumer violated Proposition 65

when it failed to sufficiently warn consumers in California that the Covered Products can expose consumers to Lead.

To the best of the parties' knowledge, no public enforcer has commenced or is otherwise diligently prosecuting an action to enforce the violations alleged in the Notice.

1.5 No Admission

Bridges Consumer enters into this Settlement Agreement as a full and final settlement of all claims that were raised or that could have been raised in the Notice, and solely to avoid potentially prolonged and costly litigation. Bridges Consumer denies the material factual and legal allegations contained in the Notice, maintains that it is not a person subject to Proposition 65, that it is not subject to personal jurisdiction in California, and that all products that it has sold and/or distributed in California, including the Products, have been and are in compliance with all laws, and are completely safe for their intended use. Nothing in this Settlement Agreement shall be construed as an admission against interest of any fact, finding, issue of law, or violation of law; including, but not limited to any fact or conclusions of law suggesting or demonstrating that Bridges Consumer has sold any products in California, or that it has violated Proposition 65, or that it is subject to personal jurisdiction in California, nor shall compliance with this Settlement Agreement constitute or be construed as an admission against interest by Bridges Consumer of any of the above, such being specifically denied by Bridges Consumer. Nothing in this Settlement Agreement shall prejudice, waive or impair any right, remedy, argument or defense Bridges Consumer may have in this or any other future legal proceedings, including Bridges Consumer's position that it is not a person in the course of doing business under Proposition 65, nor that it is not subject to personal jurisdiction in California. This Settlement Agreement is the product of negotiation and compromise and is accepted by Bridges Consumer solely for purposes of settling, compromising, and resolving issues disputed in the Notice. However, this Section 1.5 shall not diminish or otherwise affect the Parties' obligations, responsibilities and duties under this Settlement Agreement.

1.6 Effective Date

For purposes of this Settlement Agreement, the term “Effective Date” shall mean the date this Settlement Agreement is fully executed by the Parties.

1.7 Compliance Date

For purposes of this Settlement, the term “Compliance Date” means the date 30 days from the Effective Date.

2. INJUNCTIVE RELIEF

2.1 Cessation of Sales

Beginning on the Compliance Date, Bridges Consumer shall be permanently enjoined from manufacturing, importing, distributing, or directly selling in the State of California, any Covered Products that expose a person to a “Daily Lead Exposure Level” of more than 0.5 micrograms of Lead based on the package label serving size unless such Covered Products comply with the warning requirements of Section 2.2. The “Daily Lead Exposure Level” shall be calculated by multiplying the recommended package label serving size for the Covered Product by the concentration of lead in Covered Products. As used in this Section 2, “distributed for sale in California” means to directly ship Covered Products into California or to sell Covered Products to a distributor Bridges Consumer knows will sell the Covered Products in California. Covered Products that do not cause a Daily Lead Exposure Level of more than .5 micrograms of Lead based on the package label serving size are “Reformulated Covered Products” and do not require a Proposition 65 warning for Lead hereunder.

2.2 General Warning Requirements

Commencing on the Compliance Date, Bridges Consumer agrees that any Covered Product sold or distributed in California that is not reformulated pursuant to paragraph 2.1 shall contain a Proposition 65 warning. Bridges Consumer agrees that each warning shall be prominently placed with such conspicuousness, as compared with other words, statements, designs, or devices as to render it likely to be read and understood by an ordinary individual under customary conditions before purchase or use. Each warning shall be provided in a manner such that the consumer or

user understands to which *specific* Covered Products the warning applies, so as to minimize the risk of consumer confusion.

For purposes of this Settlement Agreement, a clear and reasonable warning for the Covered Products shall consist of a warning affixed to the packaging, label, tag, or directly to each Covered Product sold in California by Bridges Consumer, or on a placard, shelf tag, sign or electronic device or automatic process that contains one of the following statements:

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:** [Cancer and] Reproductive Harm – www.P65Warnings.ca.gov/food.

Language in brackets is optional. Bridges Consumer shall use the phrase “cancer and” or “carcinogen and” in the warning if the anticipated exposure level is greater than 15 micrograms of lead per day.

Pursuant to Cal. Code Regs. Tit. 27, § 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. 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 likely to be read and understood by an ordinary individual prior to sale. In no case shall a warning statement appear in a type size smaller than 6-point type. Where a sign, labeling, or label as defined in Cal. Code Regs. Tit. 27, § 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), 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: (1) A warning on the product display page; (2) 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 (3) 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 section, a warning is not prominently displayed if the purchaser must search for it in the general content of the website. For internet purchases made prior to January 1, 2028, a retail seller is not responsible under Section 25600.2(e)(4) for conspicuously posting or displaying the new warning online until 60 calendar days after the retailer receives a warning or a written notice under Section 25600.2(b) and (c) which updates a short-form warning compliant with Section 25603(c) with content compliant with Section 25603(b). These requirements extend to any websites under the exclusive control of Bridges Consumer where Covered Products are sold into California. In

addition, Bridges Consumer shall 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 Bridges Consumer 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. For the avoidance of doubt, Covered Products in the stream of commerce specifically include, but are not limited to, Covered Products in the process of manufacture.

2.3 Changes in Warning Regulations or Statutes

The Parties agree that Bridges Consumer shall be deemed to be in compliance with this Settlement Agreement by either adhering to § 2 of this Settlement Agreement or by complying with warning regulations adopted by the State of California's OEHHA applicable to the Covered Products and the exposure at issue. 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, Bridges Consumer shall be entitled to use, at its discretion, such other warning text and/or method of transmission without being deemed in breach of this Settlement Agreement. If regulations or legislation are enacted providing that Proposition 65 warnings as to lead in the Covered Products are no longer required, a lack of warning by Bridges Consumer will not thereafter be a breach of this Settlement Agreement.

2.4 Grace Period for Existing Inventory of Covered Products

The injunctive requirements of Section 2 shall not apply to Covered Products that are already in the stream of commerce as of the Compliance Date, which Covered Products are expressly subject to the releases provided in Section 4.1. For the avoidance of doubt, Covered Products in the stream of commerce specifically include, but are not limited to, Covered Products in the process of manufacture.

3. MONETARY SETTLEMENT TERMS

3.1 Civil Penalty Payment

Pursuant to Health and Safety Code § 25249.7(b)(2), and in settlement of all claims for monetary relief of any kind including, but not limited to, damages, penalties, or restitution, alleged in the Notice or referred to in this Settlement Agreement (excepting only plaintiff's attorneys fees and expenses as set forth in Section 3.2 below), Bridges Consumer agrees to pay two thousand dollars (\$2,000.00) in civil penalties within 14 days of the Effective Date. The penalty payment will be allocated in accordance with California Health and Safety Code §§ 25249.12(c)(1) & (d), with 75% of the penalty amount paid to the California Office of Environmental Health Hazard Assessment ("OEHHA") and the remaining 25% of the penalty amount retained by EHA. Bridges Consumer shall issue two separate checks for the civil penalty payment to (a) "OEHHA" and (b) Environmental Health Advocates, Inc. as follows:

- One payment of \$1,500.00 to OEHHA, due fourteen (14) days after the Effective Date.
- One payment of \$500.00 to EHA, due fourteen (14) days after the Effective Date.

All payments owed to OEHHA (EIN: 68-0284486), pursuant to this Section shall be delivered directly to OEHHA (Memo Line "Prop 65 Penalties") at the following addresses:

For United States Postal Service Delivery:

Mike Gyurics
Fiscal Operations Branch Chief
Office of Environmental Health Hazard Assessment
P.O. Box 4010
Sacramento, CA 95812-4010

For Non-United States Postal Service Delivery:

Mike Gyurics
Fiscal Operations Branch Chief
Office of Environmental Health Hazard Assessment
1001 I Street
Sacramento, CA 95814

All penalty payments owed to EHA shall be sent to:

Environmental Health Advocates
225 Broadway, Suite 1900
San Diego, CA 92101

3.2 Attorney Fees and Costs

The Parties reached an accord on the compensation due to EHA and its counsel under the private attorney general doctrine and principles of contract law. Under these legal principles, Bridges Consumer agrees to pay the all inclusive sum of nineteen thousand dollars (\$19,000.00) to EHA and its counsel as complete reimbursement for all of EHA's attorney's fees, investigative fees, and expert and testing expenses, as well as any and all other fees and expenses incurred in investigating, bringing this matter to the attention of Bridges Consumer, and negotiating this settlement agreement in the public interest. The nineteen thousand dollars (\$19,000.00) is due fourteen (14) days after the Effective Date.

All payments required under this Section shall be made payable to Entorno Law, LLP and delivered to:

Noam Glick
Entorno Law, LLP
225 Broadway, Suite 1900
San Diego, CA 92101

3.3 Tax Documentation

Bridges Consumer agrees to provide a completed IRS 1099 for its payments to, and EHA agrees to provide IRS Form W-9 forms for, each of the payees under this Settlement Agreement. The Parties acknowledge that Bridges Consumer cannot issue any settlement payments pursuant to Section 3.1 and 3.2 above until after Bridges Consumer receives the requisite W-9 forms from EHA's counsel.

4. CLAIMS COVERED AND RELEASED

4.1 EHA's Release of Bridges Consumer

This Settlement Agreement is a full, final, and binding resolution of all claims between

EHA, on its own behalf, and Bridges Consumer, for all claims that can or could have been asserted by EHA, on its own behalf, and on behalf of its past and current agents, representatives, attorneys, successors and assignees, against Bridges Consumer, its suppliers, and each of Bridges Consumers' respective parents, subsidiaries, affiliated entities under common ownership, directors, officers, members, employees, and attorneys of each of them, and any entity, including, but not limited to each entity to whom Bridges Consumer directly or indirectly purchases, distributes or sells the Covered Products, including, but not limited to, its suppliers, downstream distributors, wholesalers, customers, retailers (including but not limited to Walmart, Inc. and its affiliates), franchisees, cooperative members, licensors, and licensees ("Releasees"), based on actual or alleged failure to warn about exposures to lead required under Proposition 65 in the Covered Products manufactured, sold or distributed for sale in California by Bridges Consumer before the Compliance Date, as alleged in the Notice, or for any other reason.

In further consideration of the promises and agreements herein contained, EHA on its own behalf, on behalf of its past and current agents, representatives, attorneys, successors and assignees hereby waives any and all rights it may have to institute or participate in, directly or indirectly, any form of legal action and releases all claims against Bridges Consumer and Releasees including, without limitation, all actions and causes of action, suits, liabilities, demands, obligations, damages, costs, fines, penalties, losses or expenses including, but not limited to, investigation fees, expert fees, and attorney's fees arising under Proposition 65 with respect to the alleged or actual failure to provide Proposition 65 warnings about actual or alleged exposures to lead in the Covered Products manufactured, distributed, sold or offered for sale by Bridges Consumer before the Compliance Date.

4.2 Bridges Consumer's Release of EHA

Bridges Consumer, 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 EHA and its attorneys and other representatives, for any and all actions taken or statements made by EHA and its attorneys and other representatives, whether in the course of investigating claims,

otherwise seeking to enforce Proposition 65 against it in this matter, or with respect to the Covered Products.

4.3 No Other Known Claims or Violations

EHA and EHA's counsel affirm that they are not presently aware of any actual or alleged violations of Proposition 65 by Bridges Consumer or for which Bridges Consumer bears legal responsibility other than those that are fully resolved by this Settlement Agreement.

4.4 California Civil Code Section 1542; Mutual Release of Known and Unknown Claims

It is possible that other claims not known to the Parties, including but not limited to those arising out of the facts alleged in the Notice and relating to the products manufactured, imported, distributed, and/or sold by Bridges Consumer and its affiliates through the Compliance Date, will develop or be discovered. EHA on behalf of itself, its past and current agents, representatives, attorneys, successors, and/or assignees only, and Bridges Consumer on behalf of itself and its affiliates, acknowledge that this Settlement Agreement is expressly intended to cover and include all such claims for products manufactured, imported, distributed, and/or sold by or for Bridges Consumer and/or its affiliates up through the Compliance Date. The Parties acknowledge that the claims released in Sections 4.1 and 4.2 may include unknown claims, and nevertheless waive California Civil Code section 1542 as to any such unknown claims. California Civil Code section 1542 reads 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.

Bridges Consumer and EHA, on their own behalf, and on behalf of their past and current agents, representatives, attorneys, successors, and/or assignees, expressly waive and relinquish any and all rights and benefits that they may have under, or that may be conferred upon them by, the provisions of Civil Code section 1542, as well as under any other state or federal statute or

common law principle of similar effect, to the fullest extent they may lawfully waive such rights or benefits pertaining to the released matters. Bridges Consumer and EHA each acknowledge and understand the significance and consequences of this specific waiver of California Civil Code § 1542.

4.5 Deemed Compliance with Proposition 65

The Parties agree that compliance by Bridges Consumer with this Settlement Agreement constitutes compliance with Proposition 65 with respect to any actual or alleged exposure to lead from use of the Covered Products.

5. PUBLIC BENEFIT

It is the Parties' understanding that the commitments it has agreed to herein, and actions to be taken by Bridges Consumer under this Settlement 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 the Parties that to the extent any other private party serves a notice and/or initiates an action alleging a violation of Proposition 65 with respect to Bridges Consumer's alleged failure to provide a warning concerning actual or alleged exposure to lead 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 Settlement Agreement, provided that Bridges Consumer is in material compliance with this Settlement Agreement.

6. SEVERABILITY

If, subsequent to the execution of this Settlement Agreement, any provision of this Settlement Agreement is held by a court to be unenforceable, the validity of the remaining provisions shall not be adversely affected.

7. GOVERNING LAW

The terms of this Settlement Agreement shall be governed by the laws of the State of California and apply within the State of California.

8. ENFORCEMENT

Before any Party may take action to enforce the terms of this Settlement Agreement for alleged breach, that Party must give the other Party written notice and a good faith opportunity to respond and cure the alleged violation. The Parties must thereafter meet and confer for a period of no less than 30 days to try to resolve any alleged violation. EHA shall not bring an enforcement action or institute a judicial proceeding or seek any other relief of any kind if Bridges Consumer demonstrates that it has complied with the requirements of Section 2. In the event that meet-and-confer efforts are unsuccessful, the Party alleging a violation may initiate a judicial proceeding to enforce this Settlement Agreement no earlier than 30 days after issuing the written notice specified herein. In the event that a Party initiates such a judicial proceeding, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs in accordance with applicable law.

9. NOTICE

Unless specified herein, all correspondence and notice required to be provided pursuant to this Settlement Agreement shall be in writing and sent by: (a) personal delivery; (b) first-class, registered or certified mail, return receipt requested; or (c) a recognized overnight courier on any Party by the other at the following addresses:

For Bridges Consumer:

Scott A. Hughes
Head of Quality and Regulatory Affairs
1208 King Street, Suite 605
Chattanooga, TN 37403

With Copy to:

James Robert Maxwell Esq.
Rogers Joseph O'Donnell, PC
311 California St., 10th Floor
San Francisco, CA, 94104
JMaxwell@rjo.com

For EHA:

Noam Glick, Esq.
Entorno Law, LLP
225 Broadway, Suite 1900
San Diego, CA 92101

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

10. COUNTERPARTS; FACSIMILE SIGNATURES

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

11. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(f)

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

12. MODIFICATION

This Settlement Agreement may be modified only by written agreement of the Parties.

13. JOINT PREPARATION

The Parties have jointly participated in the preparation of this Settlement Agreement and this Settlement Agreement is the result of the joint efforts of the Parties. Accordingly, any uncertainty or ambiguity existing in this Settlement Agreement shall not be interpreted against any Party as a result of the manner of the preparation of this Settlement Agreement. Each Party to this Settlement Agreement agrees that any statute or rule of construction providing that ambiguities are to be resolved against the drafting Party should not be employed in the interpretation of this Settlement Agreement and, in this regard, the Parties hereby waive California Civil Code § 1654.

14. ENTIRE AGREEMENT

This Settlement Agreement contains the sole and entire agreement and understanding of the Parties with respect to the entire subject matter herein, 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. No other agreements, oral or otherwise, unless specifically referred to herein, shall be deemed to exist or to bind any Party.

15. AUTHORIZATION

The undersigned are authorized to execute this Settlement Agreement on behalf of their respective Parties and have read, understood, and agree to all of the terms and conditions of this Settlement Agreement.

AGREED TO:

Date: 7/14/26

By: 
ENVIRONMENTAL HEALTH
ADVOCATES, INC.

AGREED TO:

Date:  7/10/26

By: As Attorney in fact for
BRIDGES CONSUMER HEALTHCARE, LLC