



PROPOSITION 65 SETTLEMENT AGREEMENT

1. INTRODUCTION

1.1 The Parties

This Settlement Agreement (“**Agreement**”) is entered into by and between Woodland Foods, LLC (“**Woodland Foods**”) and Blue Sky Forever (“**BSF**”), with Woodland Foods and BSF each individually referred to as a “**Party**” and, collectively, the “**Parties.**” BSF is a California-based non-profit organization proceeding in the public interest pursuant to California Health & 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 in or eliminated from consumer products sold in California. Woodland Foods is a person in the course of doing business for purposes of this Agreement, as defined in California Health & Safety Code § 25249.11(b).

1.2 Consumer Product Description

BSF alleges that Woodland Foods either manufactures, or imports, or packages, or sells, and/or offers for sale or distributes for sale in California the following “**Products**” containing cadmium (Cd), without providing the health hazard warning that BSF alleges is required by California Health & Safety Code § 25249.5 *et seq.* (“**Proposition 65**”): *Salt-Free Roasted Sunflower Seeds Net Wt 5 lb (2.3 kg) Item No: N34B Lot No: L2448767 Best By: 10/17/2025.* Cadmium (Cd) is listed pursuant to Proposition 65 as a chemical known to the State of California to cause cancer, developmental toxicity, and male reproductive toxicity.

1.3 Notice of Violation

On January 14, 2026, BSF served Woodland Foods, the California Attorney General, and the requisite public enforcement agencies with a 60-Day Notice of Violation (“**Notice**”), alleging Woodland Foods violated Proposition 65 by failing to warn its customers and consumers in California that its Products can expose users to cadmium (Cd). No public enforcer has commenced and is diligently prosecuting an action to enforce the allegations in the Notice.

1.4 No Admission

Woodland Foods 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 Products, have been, and are, in compliance with all laws. Nothing in this Agreement shall constitute or be construed as, nor shall compliance with this Agreement constitute or be construed as, an admission against interest by Woodland Foods of any fact, finding, conclusion of law, issue of law, or violation of law. This section shall not, however, diminish or otherwise affect Woodland Foods's obligations, responsibilities, and duties under this Agreement.

1.5 Effective Date

For purposes of this Agreement, “**Effective Date**” shall mean the date both Parties have notice of complete execution of this Agreement.

2. INJUNCTIVE RELIEF: REFORMULATION OR WARNINGS

2.1 Reformulation Commitment

Commencing on the Effective Date and continuing thereafter, all Products Woodland Foods sells or offers for sale, ships, or distributes for sale in or into California, directly or through one or more third party retailers, distributors, or e-commerce marketplaces, shall meet one of the reformulation standards for Reformulated Products, as defined by Section 2.2 or, alternatively, be labeled with a clear and reasonable warning as set forth in Section 2.3. This warning obligation on Woodland Foods does not apply to Products already sold or distributed to downstream distributors, retailers or other persons.

2.2 Reformulation Standard

For purposes of this Agreement, “**Reformulated Products**” are defined as Products which contain no detectable amount of Cadmium. For purposes of this Agreement “**no detectable amount**” shall mean not detected when analyzed by a laboratory accredited by the State of California, a federal agency, or a nationally recognized accrediting organization, that employs 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 of 0.01 ppm (“**Accredited Laboratory**”).

2.3 Product Warnings

For all Products that are not Reformulated Products in compliance with the Reformulation Standard set forth in Section 2.2, Woodland shall provide clear and reasonable warnings to customers in California in accordance with this Section and pursuant to Title 27 California Code of Regulations § 25600, et seq. Each warning 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.

2.3.1 Warnings. The Warning shall consist of the following statement:

WARNING [or] CA WARNING [or] CALIFORNIA WARNING: Consuming this product can expose you to Cadmium, which is known to the State of California to cause birth defects or other reproductive harm. For more information go to: www.P65Warnings.ca.gov/food.

2.3.2 Short-Form Warnings. As an alternative to the foregoing warning detailed in Section 2.2.1, Woodland may, but is not required to, use one of the following short-form warnings, as appropriate, subject to the additional requirements set forth in the following Sections 2.2.3 and 2.2.4:

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

or

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

or, for Covered Products manufactured and labeled prior to January 1, 2028,

WARNING [or] CA WARNING [or] CALIFORNIA WARNING: Reproductive Harm – www.P65Warnings.ca.gov/food.

2.3.3 Foreign Language Requirement. Where a consumer product sign, label or shelf tag used to provide a warning includes consumer information in language(s) other than English, the warning must also be provided in the other language(s) in addition to English.

2.3.4 On-Product Warnings. For Products requiring a warning under this Agreement, Woodland shall affix a warning to the Product label or otherwise directly on Products provided for sale by Woodland to consumers located in California and to customers with retail outlets in California, nationwide distribution or e-commerce platforms. For purposes of this Agreement, **“Product label”** means a display of written, printed or graphic material printed on or affixed to each of the Products or its immediate container or wrapper. Warnings provided pursuant must print the words **“WARNING:”**, **“CA WARNING:”**, or **“CALIFORNIA WARNING:”** in all capital letters and in bold font, followed by a colon. The warning may be contained in the same section of the packaging, labeling, or instruction booklet that states other safety warnings, if any, concerning the use of the Products and shall be at least the same size as those other safety warnings.

2.3.5 Internet Warnings. For all Products for which warnings are required under this Agreement, and sold or offered for sale online via the internet to customers located in California, as sold on Woodland’s proprietary website, Woodland shall provide warnings for each Product, both on the Product label, in accordance with Section 2.3.4, and, either: (a) a warning on the Product display page; (b) a clearly marked hyperlink using the word **“WARNING”** or words **“CA WARNING”** or **“CALIFORNIA WARNING”** on the product display page that links to the Product warning; or (c) by an otherwise prominently displayed warning provided to the purchaser prior to completing the purchase, such that the consumer does not have to seek out the information being provided, which includes the option of a pop-up warning once a California zip code is identified with the shipping address. The term **“prominently displayed”** is defined to mean the consumer does not have to search for it in the general content of the website. For third-party websites, as a condition of sale, Woodland shall notify its downstream customers that the Products must be accompanied by a warning prior to sale in or into California and shall supply the warning pursuant to Section 2.3. If the warning is provided using the Short-Form content, pursuant to Section 2.3.2, then the warning provided on the website may use the same content. Woodland is not liable under this Agreement if it provides a warning at the time of its sale or distribution, but a downstream entity removes or fails

to pass along a warning.

3. MONETARY SETTLEMENT TERMS

3.1 Civil Penalty

Pursuant to Health and Safety Code § 25249.7(b), Woodland Foods agrees to pay a civil penalty of \$1,000.00 (one thousand dollars) within fifteen (15) business days of the Effective Date. Woodland Foods' 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 BSF. Woodland Foods shall issue its payment in two checks made payable to: (a) "OEHHA" in the amount of \$750.00; and (b) "Seven Hills LLP in Trust for BSF" in the amount of \$250.00. BSF's counsel shall deliver to OEHHA and BSF their respective portion of the penalty payment.

3.2 Reimbursement of Attorneys' Fees and Costs

The Parties reached an accord on the amount of reimbursement to be paid to BSF's counsel pursuant to California Code of Civil Procedure § 1021.5 for all work performed through the mutual execution and reporting of this Agreement to the Office of the California Attorney General ("OAG"). Within fifteen (15) days of the Effective Date, Woodland Foods agrees to issue a check in the amount of \$10,000.00 (ten thousand dollars) payable to "Seven Hills LLP" for all fees and costs incurred investigating, bringing this matter to Woodland Foods'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 delivered to BSF's counsel at following address:

Seven Hills LLP
1 Embarcadero Center, Suite 1200
San Francisco, CA 94111.

3.4 Tax Forms

BSF agrees to provide current Forms W-9 for all payees under this Agreement within (3) three days of the Effective Date. BSF agrees that it is a material term of this Agreement timely

to provide such forms and each day beyond the third day such forms are not provided will extend the payment due date by number of days such forms are late. BSF may provide the forms via email to Woodland Foods' counsel.

4. CLAIMS COVERED AND RELEASED

4.1 BSF's Release of Woodland Foods

BSF, including its representatives, members, employees, agents, principals, directors and officers, in its individual capacity and *not* on behalf of the public, releases Woodland Foods, its past and present directors, officers, directors, principals, employees, attorneys, agents, and corporate affiliates, including predecessor entities, and each entity to whom Woodland Foods directly or indirectly distributes or sells the Products including, but not limited to, its downstream distributors, wholesalers, customers, retailers, franchisees, cooperative members, and licensees (collectively, all of the foregoing are "Releasees") from all claims for violations of Proposition 65 based on exposure to Products sold, offered for sale or distributed by Woodland Foods on and prior to the Effective Date as set forth in the Notice. Compliance with the terms of this Agreement after the Effective Date constitutes compliance with Proposition 65 with respect to exposures to Cadmium from the Products as set forth in the Notice. This release of claims applies to all Products Woodland has sold or distributed prior to the Effective Date.

BSF, in its individual capacity only and not in its representative capacity, also hereby provides a release to Woodland Foods and all other Releasees which shall be effective as a full and final accord and satisfaction, as a bar to all actions, causes of actions, obligations, costs, expenses, attorneys' fees, damages, losses, claims, liabilities and demands of BSF of any nature, character, or kind arising out of alleged or actual exposures to Cadmium in only those Products sold or distributed for sale by Woodland Foods and sold to a consumer in the State of California, prior to and on the Effective Date, as alleged in the Notice.

The Parties understand and agree this Section 4.1 release shall not apply to Releasees who have been instructed by Woodland Foods, pursuant to Section 2.3.5, to provide a warning on Products that are not Reformulated Products and have failed to do so.

4.2 Woodland Foods's Release of BSF

Woodland Foods, on behalf of itself, its past and current agents, representatives, attorneys, successors, and assignees, hereby waives any and all claims against BSF and its attorneys, for any and all actions taken or statements made by BSF and its attorneys, whether in the course of investigating claims or otherwise seeking to enforce Proposition 65 against it in this matter with respect to the Products up through the Effective Date.

5. SEVERABILITY

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

6. GOVERNING LAW AND ENFORCEMENT

The terms of this Agreement shall be governed by the laws of the State of California and apply within California. Nothing in this Agreement shall be interpreted to relieve Woodland Foods from its obligation to comply with any pertinent state or federal law or regulation. This Agreement is enforceable solely by the Parties hereto, the California Attorney General, and the requisite public enforcement agencies BSF served with the Notice. In the event a dispute arises under this Agreement between the Parties, the Parties agree first to informally meet and confer to endeavor amicably to resolve the dispute. If the dispute cannot be resolved via negotiation, then sixty (60) days after notice of the dispute was tendered (unless the Parties mutually agree to more time) either Party may move to enforce this Agreement in any California court of competent jurisdiction. The terms of Section 2 regarding reformulation and warnings do not apply to Products that are not sold to California consumers. This Agreement shall inure to the benefit of the Parties' respective, successors and assigns.

7. NOTICE

Unless specified herein, all correspondence and notice required by this Agreement shall be in writing and sent by: (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 Woodland Foods:

For BSF:

John Buckles, CEO
Woodland Foods, LLC
3751 Sunset Avenue
Waukegan, IL 60087

Laralei Paras, Partner
Seven Hills LLP
4 Embarcadero Center, Suite 1400
San Francisco, CA 94111

With a copy to:

Judith M. Praitis
Faegre Drinker Biddle & Reath LLP
1800 Century Park East, Ste. 1500
Los Angeles, CA 90067

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. Courtesy copies may be sent via email.

8. COUNTERPARTS AND PDF SIGNATURES

This Agreement may be executed in counterparts and by 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.

9. COMPLIANCE WITH REPORTING REQUIREMENTS

BSF 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 any and all prior discussions, negotiations, commitments, or understandings related thereto, if any, are hereby merged herein and therein. There are no warranties, representations, or other agreements between the Parties except as expressly set forth herein. No representations, oral or otherwise, express or implied, other than those specifically referred to in this Agreement have been made by any Party hereto. No other agreements not specifically contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind any of the Parties hereto.

11. MODIFICATION

This Agreement may be modified only by a written agreement of the Parties or of Woodland Foods and the Office of the Attorney General of the State of California.

12. PUBLIC BENEFIT

It is the Parties' understanding that the commitments Woodland Foods has agreed to herein, and actions to be taken by Woodland Foods 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 position of Woodland Foods 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 Woodland Foods' alleged failure to provide a warning concerning actual or alleged exposure to lead prior to use of the Products either manufactured, or distributed, or directly or indirectly sold, or offered for sale in California, or which either will be manufactured, or distributed, or directly or indirectly sold, 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 Woodland Foods is in material compliance with this Agreement.

13. AUTHORIZATION

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

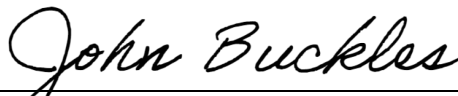
AGREED TO:

Date: 7/23/2026

By: 
Anthony Nguyen, CEO
Blue Sky Forever

AGREED TO:

Date: 7/22/26

By: 
John Buckles, CEO
Woodland Foods, LLC