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SETTLEMENT AGREEMENT

1. INTRODUCTION

1.1 Parties

This Settlement Agreement is entered into by and between CalSafe Research Center, Inc. (“CRC”), on the one hand, and Apothekary, Inc. ("Apothekary") on the other hand, with CRC and Apothekary each individually referred to as a "Party" and collectively as the "Parties.”

1.2 General Allegations

CRC alleges that Apothekary sells and/or distributes in California certain products, specified in Section 1.3 below, containing lead without a warning as required by Health and Safety Code §§ 25249.5 *et seq*. (“Proposition 65”). Lead is listed pursuant to Proposition 65 as a chemical known to cause cancer and birth defects or other reproductive harm. Apothekary denies these allegations.

1.3 Product Descriptions

The products covered by this Settlement Agreement are defined as, and expressly limited to, “Apothékary, Claim to Flame (Digestive Aid and Joint Comfort) (UPC# 713547769070)” and “Apothékary, Blue Me Away (Energizing Clarity) (UPC# 713547769018)” (the “Products”) that contain lead and that are manufactured, sold or distributed for sale in California by Apothekary.

1.4 Notice of Violation

On March 20, 2026, CRC served a 60-Day Notice of Violation (“the Notice”) on Apothekary, the California Attorney General and the other requisite public enforcers, alleging that Apothekary and others violated Proposition 65 when they failed to warn consumers in California of the alleged exposures to lead from the Products.

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

1.5 No Admission

Apothekary denies the material, factual and legal allegations in the Notice and maintains that all of the products it sold and/or distributed for sale in California, including the Products, have been, and are, in compliance with all laws. Nothing in this Settlement Agreement shall be construed as an admission by Apothekary or any of its officers, directors, shareholders, employees, agents, parent companies, subsidiaries, divisions, affiliates, franchisees, licensees, customers, suppliers, distributors, wholesalers, or retailers of any fact, finding, conclusion, issue of law or violation of law, nor shall compliance with this Settlement Agreement constitute or be construed as an admission by Apothekary or any of its officers, directors, shareholders, employees, agents, parent companies, subsidiaries, divisions, affiliates, franchisees, licensees, customers, suppliers, distributors, wholesalers, or retailers of any fact, finding, conclusion, issue of law or violation of law, such being specifically denied by Apothekary. This Section shall not, however, diminish or otherwise affect Apothekary’s 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.

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2. INJUNCTIVE RELIEF

2.1 Clear and Reasonable Warnings

Beginning on the Effective Date, Apothekary 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, Products that expose a person to an exposure level of more than 0.5 micrograms of lead per serving, with serving size measured by the maximum suggested daily serving size specified on the label of the Products, unless it meets the warning requirements under Section 2.2.

As used in this Settlement Agreement, the term "Distributing into the State of California" shall mean to directly ship the Products into California for sale in California or to sell the Products to a distributor that Apothekary knows or has reason to know will sell the Products in California.

2.2 General Warning Requirements

Apothekary 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* Product the warning applies, so as to minimize the risk of consumer confusion.

For the purposes of this Settlement Agreement, a clear and reasonable warning for the Products shall consist of a warning affixed to the packaging, label, tag, or directly to each of the Products sold or distributed in California by Apothekary that contains one of the following statements:

1) **WARNING:** Consuming this product can expose you to lead, which is 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.

Apothekary may, at its option, use the words "**CA WARNING:**" or "**CALIFORNIA WARNING:**" instead of the word "**WARNING:**".

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

or

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

Apothekary may, at its option, use the words "**CA WARNING:**" or "**CALIFORNIA WARNING:**" instead of the word "**WARNING:**".

The warning shall be offset in a box with black outline.

For internet purchases, the warning must also be provided by including either the warning or a clearly marked hyperlink using the word "**WARNING**" or "**CA WARNING**" or "**CALIFORNIA WARNING**" on the Product display page, or by otherwise prominently displaying the warning to the

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purchaser prior to completing the purchase.

For Products that Apothekary provides for a downstream entity to sell on the internet, Apothekary shall include an instruction that the entity comply with the warning requirements of this section.

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.

(i) Changes in Warning Regulations or Statutes

In the event that the Office of Environmental Health Hazard Assessment promulgates one or more regulations requiring or permitting warning text and/or methods of transmission different than those set forth above, Apothekary 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 or issued providing that a Proposition 65 warning for the Products is no longer required, a lack of warning will not thereafter be a breach of this Settlement Agreement.

2.3 Grace Period for Existing Inventory of Products

The injunctive requirements of Section 2 shall not apply to Products that are already in the stream of commerce as of the Effective Date, which Products are expressly subject to the releases provided in Section 4.1.

3. MONETARY SETTLEMENT TERMS

3.1 Total Settlement Payment

In full satisfaction of all potential civil penalties, attorneys' fees, and costs, the gross value of this settlement is Twenty Thousand Dollars ($20,000.00) (the "Total Settlement Amount"), apportioned into a Civil Penalty of Two Thousand Dollars ($2,000.00) and Attorney's Fees and Costs of Eighteen Thousand Dollars ($18,000.00), as set forth in Sections 3.2 and 3.3 below. Within thirty (30) days of the Effective Date, Apothekary shall pay Four Thousand Dollars ($4,000.00) (the "Initial Payment"), consisting of the Civil Penalty in full (Two Thousand Dollars ($2,000.00)) and Two Thousand Dollars ($2,000.00) toward Attorney's Fees and Costs, in accordance with the payment instructions set forth in Sections 3.2 and 3.3 below. Provided that Apothekary timely and fully pays the Initial Payment, the remaining Sixteen Thousand Dollars ($16,000.00) of Attorney's Fees and Costs shall be waived in full, and Apothekary shall have no further payment obligation to CRC or its counsel under this Settlement Agreement.

3.2 Civil Penalty Payment

Pursuant to Health and Safety Code § 25249.7(b)(2), and in settlement of all claims alleged in the Notice or referred to in this Settlement Agreement, Apothekary agrees to pay Two Thousand Dollars ($2,000.00) in civil penalties (the "Civil Penalty"). The Civil Penalty shall be paid in full as part of the Initial Payment described in Section 3.1 above, and is due and payable within thirty (30) days of the Effective Date regardless of whether the waiver described in Section 3.1 takes effect. The penalty payment will be allocated in accordance with California Health and Safety Code §§ 25249.12(c)(1) & (d), with seventy-five percent (75%), or One Thousand Five Hundred Dollars ($1,500.00), paid to the California Office of Environmental Health Hazard Assessment ("OEHHA") and the remaining twenty-five percent (25%), or Five Hundred Dollars ($500.00), retained by CRC. Within thirty (30) days of the Effective Date, Apothekary shall issue

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a check to “OEHHA” in the amount of One Thousand Five Hundred Dollars ($1,500.00) and shall, pursuant to the instructions below, wire to CRC the amount of Five Hundred Dollars ($500.00).

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 Delivery Service:

Mike Gyurics
Fiscal Operations Branch Chief
Office of Environmental Health Hazard Assessment
P.O. Box 4010, MS 19B
Sacramento, CA 95812-4010

For Non-United States Postal Delivery Service:

Mike Gyurics
Fiscal Operations Branch Chief
Office of Environmental Health Hazard Assessment
1001 I Street MS #19B
Sacramento, CA 95814

All penalty payments owed to CRC shall be sent via wire to:

Wire Instructions:
Account Name: Manning Law, APC
Bank Name: J.P. Morgan Chase Bank, N.A.
Bank Address: 2967 Michelson Dr, Ste A, Irvine, CA 92612
Wire Routing / ABA Number: 021000021
Swift Code: CHASUS33
Account Number: 579068902

For further benefit of: Civil Penalty Payment File No. P65-1667

3.3 Attorney Fees and Costs

The Parties reached an accord on the compensation due to CRC and its counsel under the private attorney general doctrine and principles of contract law. Under these legal principles, Apothekary agrees to pay Eighteen Thousand Dollars ($18,000.00) to CRC and its counsel for all fees and costs incurred in investigating, bringing this matter to the attention of Apothekary, and negotiating a settlement, payable as set forth in Section 3.1 above: Two Thousand Dollars ($2,000.00) as part of the Initial Payment, due within thirty (30) days of the Effective Date, with the remaining Sixteen Thousand Dollars ($16,000.00) waived in full provided Apothekary timely and fully pays the Initial Payment as described in Section 3.1. If Apothekary fails to timely pay the Initial Payment in full, the remaining Sixteen Thousand Dollars ($16,000.00) shall become immediately due and payable as set forth in Section 3.1.

The payment shall be sent via wire to:

Wire Instructions:
Account Name: Manning Law, APC

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Bank Name: J.P. Morgan Chase Bank, N.A.
Bank Address: 2967 Michelson Dr, Ste A, Irvine, CA 92612
Wire Routing / ABA Number: 021000021
Swift Code: CHASUS33
Account Number: 579068902
For further benefit of: Attorney's Fees and Costs File No. P65-1667

3.4 Tax Documentation

Apothekary agrees to provide a completed IRS 1099 form for its payments to, and CRC and Manning Law agree to provide IRS W-9 forms for each of the payees under this Settlement Agreement. The Parties acknowledge that Apothekary cannot issue any settlement payments pursuant to Section 3 above until after Apothekary receives the requisite W-9 forms from CRC's counsel.

4. CLAIMS COVERED AND RELEASED

4.1 CRC's Release of Apothekary

CRC, acting on its own behalf and not on behalf of the public, fully releases and discharges Apothekary and its respective officers, directors, shareholders, employees, agents, parent companies, subsidiaries, divisions, affiliates, franchisees, licensees, customers, suppliers, distributors (the "Apothekary Releasees") and all entities to which Apothekary Releasees directly or indirectly distribute or sell the Products, and any other distributors, wholesalers, customers, retailers, franchisees, licensors, and licensees, (collectively, the "Released Parties" and individually, a "Released Party"). CRC, on behalf of itself and its officers, directors, shareholders, employees, agents, parent companies, subsidiaries and divisions 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 based on or related to the handling, use, sale, distribution or consumption of the Products in California, as to any alleged violation of Proposition 65 or its implementing regulations in relation to the Products, including without limitation any failure to provide Proposition 65 warnings on the Products with respect to exposures to lead.

4.2 Apothekary's Release of CRC

Apothekary on behalf of its past and current agents, representatives, attorneys, successors and assignees hereby waives any and all claims against CRC and its attorneys and other representatives, for any and all actions taken, or statements made by CRC 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 Products.

4.3 California Civil Code Section 1542

It is possible that other claims not known to the Parties, arising out of the Notice or relating to the Products, will develop or be discovered. CRC on behalf of itself only, and Apothekary on behalf of itself only, acknowledge that this Settlement Agreement is expressly intended to cover and include all such claims up through and including the Effective Date, including all rights of action therefore. CRC and Apothekary acknowledge that the claims released in Sections 4.1 and 4.2 above 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

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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.

4.4 Public Benefit

It is the Parties' belief that the terms of this Settlement Agreement confer a significant benefit to the general public as set forth in California Code of Civil Procedure section 1021.5 and California Administrative Code title 11, section 3201. As such, it is the intent of the Parties that to the extent any other private party initiates an action alleging that the Covered Products are somehow in violation of Proposition 65, such private party action would not confer a significant benefit on the general public, so long as Apothekary is in material compliance with the terms of this Settlement Agreement.

5. SEVERABILITY

In the event that any of the provisions of this Settlement Agreement are held by a court of competent jurisdiction to be unenforceable, the validity of the remaining enforceable provisions shall not be adversely affected.

6. GOVERNING LAW

The terms of this Settlement Agreement shall be governed by the laws of the State of California, without regard to its conflicts of law principals.

7. NOTICE

When any Party is entitled to receive any notice under this Settlement Agreement, the notice shall be sent by first class mail or electronic mail to the address set forth in this paragraph. Any Party may modify the person and address to whom the notice is to be sent by sending the other Party notice by certified mail, return receipt requested. Said change shall take effect on the date the return receipt is signed by the Party receiving the change.

Notices shall be sent to:

For CRC
Michael J. Manning
Manning Law, APC
26100 Towne Center Drive
Foothill Ranch, CA 92610
Tel: Office (949) 200-8757 Fax: (866) 843-8309
p65@manninglawoffice.com

For Apothekary
Daniel S. Hurwitz
Wilson Elser Moskowitz Edelman & Dicker LLP
633 West 5th Street, Suite 3100
Los Angeles, CA 90071
Tel: Office (213) 330-8764 Fax: (213) 443-5101
Dan.hurwitz@wilsonelser.com

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8. 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. Signatures by scanned and emailed image or facsimile transmission shall have the same force and effect as original signature and as an electronic record adopted and executed by a Party with the intent to sign the electronic record pursuant to Civil Code §§ 1633.1 *et seq*.

9. COMPLIANCE WITH HEALTH AND SAFETY CODE §25249.7(f)

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

10. MODIFICATION

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

11. ENTIRE AGREEMENT

This Settlement Agreement contains the sole and entire agreement and understanding of the Parties and any and all prior negotiations and understandings related hereto shall be deemed to have been merged within it. No representations or terms of agreement other than those contained herein exist or have been made by any Party with respect to the other Party or the subject matter hereof. No representations, oral or otherwise, express or implied, other than those specifically referred to in this Settlement Agreement have been made by, or relied on, any Party.

12. INTERPRETATION

No inference, assumption or presumption shall be drawn, and no provision of this Settlement Agreement shall be construed against any Party, based upon the fact that one of the Parties and/or their counsel prepared or drafted any portion of this Settlement Agreement. The Parties waive the provisions of Civil Code § 1654. It is conclusively presumed that the Parties participated equally in the drafting of this Settlement Agreement.

13. 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: 11/05/2026

eric fairon

By: ID: 3217AFB3-8BD3-4F49-A0B2-A15...
Digitally signed by eric fairon
November 5, 2026 at 10:57 AM PST

CalSafe Research Center, Inc.

AGREED TO:

Date: 11/5/2026

Signed by:
By: Shizu Okusa
C53EE6831493410...

Apothekary, Inc.

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