

SETTLEMENT AND RELEASE AGREEMENT

1. GENERAL MATTERS

1.1. Parties

This Settlement Agreement is entered into by and between Public Protection Alliance, a California Limited Liability Company (“PPA”), and Metagenics LLC, a Delaware limited liability company (“Metagenics”), with PPA and Metagenics each individually referred to as “Party” and collectively as the “Parties.”

1.2. General Allegations

PPA alleges that Metagenics manufactures, sells, and/or distributes for sale in the State of California certain products, specified in Section 1.3 below, containing lead without a warning as required in 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.

1.3. Product Description

The product covered by this Agreement (the “Product”) is defined as meal replacement drink mix that Metagenics manufactured, sold, or distributed in California, including but not limited to Bariatric Advantage High Protein Meal Replacement Drink Mix – Chocolate, as identified in the Notice.

1.4. Notice of Violation

On April 17, 2026, PPA served a 60-Day Notice of Violation (the “Notice”) on Metagenics, the California Attorney General, and other requisite public enforcers, alleging that Metagenics and others violated Proposition 65 when they failed to warn consumers in California of the alleged exposures to lead from the Product.

To the best of the Parties’ knowledge, no public enforcer has commenced or is diligently prosecuting the allegations set forth in the Notice.

1.5. No Admission

Metagenics denies the material, factual, and legal allegations contained in the Notice and maintains that the units of Product have been, and are, in compliance with all laws. Nothing in this Agreement shall be construed as an admission by Metagenics or any of its agents of any fact, finding, conclusion, issue of law or violation of law, nor shall compliance with this Agreement constitute or be construed as an admission by Metagenics or any of its agents of any fact, finding, conclusion, issue of law, or violation of law, such being specifically denied by Metagenics. This Section shall not, however, diminish or otherwise affect Metagenics’s obligations, responsibilities, and duties under this Agreement.

1.6. Effective Date

For the purposes of this Agreement, the term “Effective Date” shall mean the date that both Parties have received the fully executed Agreement.

2. INJUNCTIVE RELIEF

2.1. Reformulation Standard

Beginning on or before the Effective Date, Metagenics shall be permanently enjoined from manufacturing, distributing, or selling in the State of California any units of the Product that expose a person to more than 0.5 micrograms of lead per serving with serving size measured by the serving size specified on the label of the Product, unless it meets the warning requirements under Section 2.2.

2.2. Clear and Reasonable Warning

As an alternative to Section 2.1, beginning on or before the Effective Date, Metagenics shall label all units of the Product manufactured for sale in California in compliance with the requirements of the California Code of Regulations, Title 27, Article 6, Clear and Reasonable Warning Requirements §§ 25601-25602, 25607.1 and 25607.2.

Metagenics 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 purposes of this Agreement, a clear and reasonable warning (“Warning”) for the Product shall consist of a warning that contains one of the following statements provided in the manner described in Sections 2.3 and 2.4 below:

- (1) **WARNING:** Consuming this product can expose you to chemicals including 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.
- (2) **WARNING:** Risk of cancer or 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.

Metagenics 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 a black outline.

2.3. E-Commerce.

The warning shall be posted on websites where Metagenics offers the Product for sale to consumers in California. This Section shall be satisfied if the Warning is prominently displayed to

the purchaser prior to completing the purchase, including via a clearly marked hyperlink using the word "**WARNING**" or "**CA WARNING**" or "**CALIFORNIA WARNING.**" To comply with this Section, Metagenics shall (a) post the Warnings on its own U.S. website; and (b) if it has the ability to do so, post the Warnings on the websites of third-party internet sellers; or, if it does not have the ability to post the Warnings on the websites of its third-party internet sellers, provide such sellers with written notice if applicable law requires.

2.4. Packaging Requirements

The Warnings shall be affixed to, displayed, or printed on the Product's packaging or labeling, or on a place card, shelf tag, sign or electronic device or automatic process. 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.

2.5. Compliance with Warning Regulations

Metagenics shall be deemed to be in compliance with Proposition 65 and this Agreement by either adhering to Section 2 of this Agreement or by complying with warning regulations adopted by the State of California's Office of Environmental Health Hazard Assessment ("OEHHA") applicable to the Product and the exposures at issue.

2.6. Grace Period for Existing Inventory of the Product

The injunctive requirements of Section 2 shall not apply to instances of the Product that are already in the stream of commerce as of the Effective Date, which Product is expressly subject to the releases provided in Section 4 of this Settlement Agreement.

3. MONETARY SETTLEMENT TERMS

3.1. Total Settlement Payment

In settlement of all claims referred to in this Agreement, Metagenics shall pay a total of Twenty-Two Thousand Five Hundred Dollars (**\$22,500.00**) ("Total Settlement Amount"). The Total Settlement Amount shall be apportioned into a Civil Penalty and Attorneys Fees and Costs as set forth in Sections 3.2 and 3.3 below.

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 Agreement, Metagenics agrees to pay Two Thousand Five Hundred Dollars (**\$2,500**) in civil penalties. The Civil Penalty payment shall be allocated in accordance with California Health and Safety Code §§ 25249.12(c)(1) and (d), with 75% of the Penalty remitted to OEHHA and the remaining 25% of the Penalty remitted to PPA. Within fifteen (15) business days of the Effective Date and receipt of W-9s for each payee, Metagenics shall issue a check to "OEHHA" in the amount of One Thousand Eight Hundred and Seventy-Five Dollars (**\$1,875**) and shall, pursuant to the instructions below, wire to PPA the amount of Six Hundred and Twenty-Five Dollars (**\$625**).

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:

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

Wire instructions for all penalty payments owed to PPA shall be provided.

3.3. Reimbursement of Fees and Costs.

The Parties reached an accord on the compensation due to PPA's counsel under the general doctrine and principles of contract law. Under these legal principles, within fifteen (15) business days of the Effective Date and receipt of a W-9, Metagenics agrees to pay Twenty Thousand Dollars (**\$20,000**) to PPA's counsel for all fees and costs incurred in investigating, bringing this matter to the attention of Metagenics, and negotiating a settlement.

Wire instructions for all penalty payments owed to PPA's counsel shall be provided.

3.4. Tax Documentation.

PPA and Akempis P.C. shall provide an IRS W-9 form for each payee under this Agreement. The Parties acknowledge Metagenics cannot issue the Settlement Payment until Metagenics receives the requisite W-9 forms from counsel.

4. RELEASE OF ALL CLAIMS

4.1. Release of Metagenics

PPA, for itself and its officers, directors, shareholders, employees, agents, parent companies, subsidiaries and divisions, hereby releases and discharges Metagenics and its officers, directors, shareholders, members, owners, officers, insurers, agents, representatives, affiliates, subsidiaries, successors, assigns, distributors (collectively, "Releasees"), and entities to which Releasees directly or indirectly distribute or sell the Product in the distribution chain of the Product, of and from any and all claims, actions, causes of action, suits, demands, liabilities, damages, penalties, fees, costs, and expenses from the handling, use, or consumption of the Product in California, as to any alleged violation of Proposition 65 or its implementing regulations arising from the failure to provide Proposition 65 warnings on the Product with respect to exposures to lead up to and including the Effective Date ("Released Claims").

The Parties further understand and agree that this Section 4.1 release shall not extend upstream to any entities that manufactured the Product or any component parts thereof, or any distributors or suppliers who sold the Product or any component parts thereof to Metagenics.

Notwithstanding the foregoing, the release in this subsection does not relieve the Releasees of their duty to fulfill their obligations, conditions, covenants, warranties, and representations under this Agreement and indemnification for claims asserted by third parties.

4.2. Release of PPA

Metagenics, on its own behalf, and on behalf of its past and current agents, representatives, attorneys, successors, and/or assignees, hereby waives any and all claims against PPA and its attorneys and other representatives, for any and all actions taken, or statements made by PPA 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 Product as to lead exposures.

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 Product, will develop or be discovered. PPA on behalf of itself only, and Metagenics 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 therefor. PPA and Metagenics 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 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.

5. GOVERNING LAW

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

6. COMMUNICATIONS

Unless otherwise specified herein, all correspondence and notices required to be provided pursuant to this Agreement shall be in writing and sent by electronic email or priority mail as follows:

For Metagenics:

Paul Konney
General Counsel
Metagenics LLC
paulkonney@metagenics.com

For PPA:

Emily Culbertson
Akempis PC
730 Arizona Ave, 2nd Floor

Santa Monica, CA 90401
emilyculbertson@akempis.com

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

7. 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 related prior discussions, negotiations, commitments, and understandings. No other agreements, oral or otherwise, exist to bind any of the Parties.

8. SEVERABILITY

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

9. MODIFICATION

This Agreement may be modified only by a written agreement signed by the Parties.

10. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original, but when taken together shall constitute one and the same agreement, with the same effect as if the signatures were placed on one original. Signatures by scanned and emailed image or facsimile transmission shall have the same force and effect as an 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.*

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

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

12. AUTHORIZATION

Each Party represents that its signatory to this Settlement Agreement has full legal authority to enter into and legally bind it to the terms herein. Each Party further represents that it has read, understood, and agreed to all of the terms and conditions of this Agreement.

13. 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 Agreement. The Parties waive the provisions of Civil Code § 1654. It is conclusively presumed that the Parties participated equally in the drafting of this Agreement.

IN WITNESS WHEREOF, the undersigned have caused this Settlement and Release Agreement to be duly executed, effective as of the Effective Date first set forth above.

AGREED TO:

AGREED TO:

Emily Culbertson

Public Protection Alliance LLC

DocuSigned by:

Paul Konney

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Metagenics LLC

By: Emily Culbertson

Authorized Representative for
Public Protection Alliance LLC

By: Paul Konney

Date: 9/18/2026

Date: 22-Sep-2026

Signed by:

