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 Woodland Foods, LLC ("Woodland Foods”) on the other hand, with CRC and Woodland Foods each individually referred to as a "Party" and collectively as the "Parties.”

1.2 General Allegations

CRC alleges that Woodland Foods 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, birth defects and reproductive harm. Woodland Foods denies these allegations.

1.3 Product Descriptions

The products covered by this Settlement Agreement are defined as “The Head Nut, Porcini Mushroom Powder, UPC# NA” and also the same powdered product packaged by or for Woodland Foods, even if not branded with The Head Nut name (the "Products"), that are directly or indirectly either manufactured, or sold, or distributed, or offered for sale, or some combination of the foregoing, in California by Woodland Foods prior to and after the Effective Date.

1.4 Notice of Violation

On June 8, 2026, CRC served an amended 60-Day Notice of Violation (“the Notice”) on Woodland Foods, Head Nut, Inc., the California Attorney General and the other requisite public enforcers, alleging that Woodland Foods 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 and is diligently prosecuting an action to enforce the violations alleged in the Notice. The Notice amends CRC’s original 60-Day Notice of Violation dated March 27, 2026 (AG# 2026-01411) to add Woodland Foods as an alleged violator.

1.5 No Admission

Woodland Foods denies the material, factual and legal allegations in the Notice and maintains that all of the products it either directly or indirectly manufactured, and/or sold and/or distributed and/or offered 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 against interest by Woodland Foods 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 against interest by Woodland Foods 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 Woodland Foods. This Section shall not, however, diminish or otherwise affect Woodland Foods’ 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 and both Parties have notification of such execution.

Document ID: 3C7CF9231E2B17BF5A462EDA6E47FB5E

2. INJUNCTIVE RELIEF

2.1 Clear and Reasonable Warnings

Beginning on the Compliance Date, and subject to Section 2.3, Woodland Foods shall be permanently enjoined from manufacturing for sale in the State of California, "Distributing into the State of California," or directly selling to consumers in the State of California, Products that expose a person to an exposure level of more than 0.50 micrograms of lead per serving based on a serving size of 1.7 grams, unless it meets the warning requirements under Section 2.2. The "Compliance Date" is ninety (90) days after the Effective Date.

As used in this Settlement Agreement, the term "Distributing into the State of California" shall mean to directly ship a Product into California for sale to a consumer in California or to sell the Product to a distributor or a retailer that Woodland Foods knows will sell the Product in California.

2.2 General Warning Requirements

Woodland Foods agrees that each warning shall be prominently provided 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 unit of the Product subject to the warning obligations herein by Woodland Foods that contains the following statement:

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

Woodland Foods may, at its option, use the words "**CALIFORNIA**," "**PROPOSITION 65**," "**PROP 65**" or "**CA PROP 65**" in front of the word "**WARNING:**"

The warning shall be offset in a box with a black outline or an outline in the same color as the text of the warning that is being delivered.

For internet purchases from Woodland Foods' proprietary website, for Products requiring a warning hereunder, the warning must also be provided by including either the warning or a clearly marked hyperlink using the word "**WARNING**" on the Product display page, or by otherwise prominently displaying the warning to the purchaser prior to completing the purchase, including via a photo or image of the warning on the Product label.

For Products that Woodland Foods provides for a downstream entity to sell on the internet, Woodland Foods shall include an instruction that the entity comply with Proposition 65 warning requirements applicable to that downstream entity, but Woodland Foods is not responsible hereunder for any actions or omissions of a third party downstream entity. This instruction can include filling out a form provided by the downstream entity specifying a Proposition 65 warning is required for the Product and/or

Document ID: 3C7CF9231E2B17BF5A462EDA6E47FB5E

otherwise advising the downstream entity that the warning is on a Product label.

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 ("OEHHA") promulgates one or more regulations requiring or permitting warning text and/or methods of transmission different than those set forth above, Woodland Foods 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. Woodland Foods also shall be entitled, at its election, to provide warnings using any OEHHA "safe harbor" warning methods and content in effect and applicable to the Products when it manufactures a Product. If regulations or legislation are enacted or issued providing that a Proposition 65 warning for the Products is no longer required, or if Proposition 65 litigation concerning lead in products determines that warnings are no longer required for products like the Products, or determines exposure methodologies as to lead in the Products that, when applied to the Products, support a conclusion that no warning is required, a lack of warning will not thereafter be a breach of this Settlement Agreement.

2.3 Grace Period for Existing Inventory of Products and Prior to the Compliance Date

The injunctive requirements of Section 2 shall not apply to any Product that is already manufactured prior to or on the Effective Date, nor to any Products which are manufactured prior to the Compliance Date, all of 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, Woodland Foods shall make a total settlement payment of Fourteen Thousand Dollars **($14,000.00)** ("Total Settlement Amount"). The Total Settlement Amount shall be apportioned into a Civil Penalty and Attorney's 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 Settlement Agreement, Woodland Foods agrees to pay One Thousand Four Hundred Dollars **($1,400.00)** in civil penalties. 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 CRC. Within thirty (30) days of the Effective Date, Woodland Foods shall issue a check to "OEHHA" in the amount of One Thousand and Fifty Dollars **($1,050.00)** and shall, pursuant to the instructions below, wire to CRC the amount of Three Hundred and Fifty Dollars **($350.00).**

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:

Document ID: 3C7CF9231E2B17BF5A462EDA6E47FB5E

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. P65-1676

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, within thirty (30) days of the Effective Date, Woodland Foods agrees to pay Twelve Thousand Six Hundred Dollars **($12,600.00)** to CRC and its counsel for all fees and costs incurred in investigating, bringing this matter to the attention of Woodland Foods, and negotiating a settlement.

The payment 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: Attorney's Fees and Costs File No. P65-1676

3.4 Tax Documentation

Woodland Foods 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.

Document ID: 3C7CF9231E2B17BF5A462EDA6E47FB5E

The Parties acknowledge that Woodland Foods cannot issue any settlement payments pursuant to Section 3 above until after Woodland Foods receives the requisite W-9 forms from CRC's counsel, which are due to Woodland Foods within four (4) days of the Effective Date. The payment due dates shall be extended for each day after the 4th day if the forms are provided late.

4. CLAIMS COVERED AND RELEASED

4.1 CRC's Release of Woodland Foods

CRC, acting on its own behalf and not on behalf of the public, fully releases and discharges Woodland Foods and its respective officers, directors, shareholders, employees, agents, parent companies, subsidiaries, divisions, affiliates, franchisees, licensees, customers, suppliers, distributors (the "Woodland Foods Releasees") and all entities from whom Woodland Foods Releasees source the Products or any ingredients therein and to which Woodland Foods Releasees directly or indirectly distribute or sell the Products, and any other distributors, wholesalers, customers, retailers, franchisees, licensors, and licensees, including expressly Head Nut, Inc. and its corporate affiliates, and including all of their respective successors or assigns (collectively, the "Released Parties" and individually, a "Released Party"), 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 manufacture, handling, use, sale, offering for sale, distribution or consumption of the Products in California, as to any alleged violation of Proposition 65 or its implementing regulations, including without limitation any failure to provide Proposition 65 warnings on the Product with respect to exposures to lead up through and on the Compliance Date, including those Products subject to Section 2.3.

4.2 Woodland Foods' Release of CRC

Woodland Foods 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 up through and on the Effective Date.

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 Woodland Foods 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. CRC and Woodland Foods 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 up through and on the Effective Date. 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.

4.4 Compliance with Proposition 65

After the Effective Date, the Parties hereby agree that Woodland Foods' compliance in all material respects with this Settlement Agreement (including completion of the payments due hereunder) shall constitute compliance with Proposition 65 with regard to the Products. This Settlement Agreement does not govern Products which are not sold or distributed directly or indirectly by Woodland Foods to

Document ID: 3C7CF9231E2B17BF5A462EDA6E47FB5E

California consumers.

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 principles.

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 notice shall take effect on the date the return receipt is signed by the Party receiving the notice. Courtesy notices also may be sent via email to the representatives of the Parties identified below.

Notices shall be sent to:

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

For Woodland Foods:

Judith M. Praitis
Faegre Drinker Biddle & Reath, LLP
1800 Century Park East, Suite 1500
Los Angeles, CA 90067
(310) 203-4000 (Office)
Judith.Praitis@faegredrinker.com

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).

Document ID: 3C7CF9231E2B17BF5A462EDA6E47FB5E

10. MODIFICATION

The Settlement Agreement may be modified only by written agreement of the Parties. This Settlement Agreement is enforceable solely by the Parties hereto. If a dispute arises under this Settlement Agreement, the aggrieved Party shall first send notice to the allegedly breaching Party and the Parties shall meet and confer in good faith in an effort amicably to resolve the allegation. If Proposition 65 is repealed generally, or as to the Products specifically, then Woodland Foods shall have no further obligations hereunder. This Settlement Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective owners, principals, shareholders, members, managers, officers, directors, employees, servants, heirs, executors, predecessors, successors and assigns.

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 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 Settlement Agreement.

13. PUBLIC BENEFIT

It is the Parties' understanding that the commitments Woodland Foods has agreed to herein, and the actions to be taken by Woodland Foods hereunder, including payment of a Civil Penalty to the State of California, would 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 initiates an action alleging a violation of Proposition 65 with respect to any failure to provide a warning concerning exposure to lead prior to use of the Products prior to the Effective Date, or with respect to Products subject to this Settlement Agreement on and after the Effective Date, such private party action would not confer a significant benefit on the general public as to those Products addressed in this Settlement Agreement, provided that Woodland Foods complies in all material respects with this Settlement Agreement.

14. 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: 11/02/2026

By: eric fairon ID: 2034F6FB-5ACA-40A2-A966-... Digitally signed by eric fairon November 2, 2026 at 2:59 PM PST

CalSafe Research Center, Inc.

AGREED TO:

Date: 11/2/26

By: John Buckles

Woodland Foods, LLC

Document ID: 3C7CF9231E2B17BF5A462EDA6E47FB5E