

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 **Wild & Organic, LLC, a California limited liability company** (“Wild & Organic”), with PPA and Wild & Organic each individually referred to as a “Party” and collectively as the “Parties.”

1.2. General Allegations

PPA alleges that Wild & Organic 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 reproductive harm.

1.3. Products Description

The products covered by this Agreement (the “Products”) are defined as Cilantro Capsules that Wild & Organic manufactured, sold, or distributed in California, including but not limited to Wild & Organic Cilantro Capsules, as identified in the Notice.

1.4. Notice of Violation

On 06/10/2026, PPA served a 60-Day Notice of Violation (the “Notice”) on Wild & Organic, the California Attorney General, and other requisite public enforcers, alleging that Wild & Organic 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 or is diligently prosecuting the allegations set forth in the Notice.

1.5. No Admission

Wild & Organic denies the material, factual, and legal allegations contained in the Notice and maintains that the units of Products have been, and are, in compliance with all laws. Nothing in this Agreement shall be construed as an admission by Wild & Organic 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 Wild & Organic or any of its agents of any fact, finding, conclusion, issue of law, or violation of law, such being specifically denied by Wild & Organic. This Section shall not, however, diminish or otherwise affect Wild & Organic’s obligations, responsibilities, and duties under this Agreement.

1.6. Effective Date

For purposes of this Agreement, “Effective Date” means the date that both Parties

signed the Agreement.

2. INJUNCTIVE RELIEF

2.1. Reformulation Standard

Beginning on or before the Effective Date, Wild & Organic shall be permanently enjoined from manufacturing, distributing, or selling in the State of California any units of the Products that expose a person to more than 0.5 micrograms per serving, with serving size measured by the serving size specified on the Products' label, unless the Products meet 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, Wild & Organic shall label all units of the Products 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.

Wild & Organic 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 Products 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 Products shall consist of the selected, currently compliant warning statement, provided in the manner described 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 reproductive harm. For more information go to www.P65Warnings.ca.gov/food.
- (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.

Wild & Organic 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 Wild & Organic offers Products for sale to consumers in California. This Section shall be satisfied if the Warning is

prominently displayed to the purchaser before completing the purchase, including via a clearly marked hyperlink using the word “WARNING,” “CA WARNING,” or “CALIFORNIA WARNING.” To comply with this Section, Wild & Organic 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 as applicable law requires.

2.4. Packaging Requirements

Wild & Organic shall print or affix the warning statements to Products’ packaging in accordance with Section 2.2. The Warnings shall be affixed to, displayed, or printed on the Products’ packaging or labeling, or on a place card, shelf tag, sign, 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, as applicable law requires.

2.5. Compliance with Warning Regulations

Wild & Organic shall be deemed in compliance with Proposition 65 and this Agreement by either adhering to this Section 2 or complying with warning regulations adopted by California’s Office of Environmental Health Hazard Assessment (“OEHHA”) applicable to the Products and exposures at issue.

2.6. Grace Period for Existing Inventory

The injunctive requirements of this Section 2 shall not apply to Products already in the stream of commerce as of the Effective Date, which Products are 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, Wild & Organic 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 below.

3.2. Civil Penalty Payment

Pursuant to Health and Safety Code § 25249.7(b), and in settlement of all claims alleged in the Notice or referred to in this Agreement, Wild & Organic 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% remitted to PPA. Within ten (10) business days after the Effective Date or, if later, within ten (10)

business days of receipt of the required W-9(s), Wild & Organic shall issue a check to "OEHHA" in the amount of One Thousand Eight Hundred Seventy-Five Dollars (\$1,875) and shall wire to PPA the amount of Six Hundred 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. Wild & Organic 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 Wild & Organic, and negotiating a settlement. Wild & Organic will make this payment within ten (10) business days after the Effective Date or, if later, within ten (10) business days of receipt of the required W-9(s).

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

3.4. Tax Documentation

PPA and its counsel shall provide an IRS Form W-9 for each payee under this Agreement. The Parties acknowledge that Wild & Organic cannot issue payments to PPA or PPA's counsel until Wild & Organic receives the requisite W-9 forms.

4. RELEASE OF ALL CLAIMS

4.1. Release of Wild & Organic

PPA, for itself and its officers, directors, shareholders, employees, agents, parent companies, subsidiaries, and divisions, hereby releases and discharges Wild & Organic and its officers, directors, shareholders, members, owners, insurers, agents, representatives, affiliates, subsidiaries, successors, assigns, and distributors (collectively, "Releasees"), and entities to which Releasees directly or indirectly distribute or sell the Products in the Products' distribution chain, 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 Products in California, as to any alleged violation of Proposition 65 or its implementing regulations arising from a failure to provide Proposition 65 warnings on the Products with respect to exposures to lead up to and including the Effective Date.

The Section 4.1 release shall not extend upstream to entities that manufactured the Products or any component parts thereof, or distributors or suppliers that sold the Products or component parts to Wild & Organic.

Notwithstanding the foregoing, the Release does not relieve the Releasees of their duty to fulfill obligations, conditions, covenants, warranties, and representations under this Agreement or indemnification for third-party claims.

4.2. Release of PPA

Wild & Organic, 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 actions taken or statements made by PPA, its attorneys, and its other representatives, whether in 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. PPA, on behalf of itself only, and Wild & Organic, on behalf of itself only, acknowledge that this Agreement is expressly intended to cover and include all such claims through and including the Effective Date, including all rights of action therefor. PPA and Wild & Organic acknowledge that the claims released 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, all correspondence and notices required under this Agreement shall be in writing and sent by electronic mail or priority mail as follows:

For Wild & Organic:

Joseph P. Schilleci, Jr.
Schilleci & Tortorici, P.C.

100 Centerview Drive, Suite 205
Birmingham, Alabama 35216
jps@schillecitortoricilaw.com

For PPA:

Emily Culbertson
Akempis PC
730 Arizona Ave, 2nd Floor
Santa Monica, CA 90401
emilyculbertson@akempis.com

Any Party may specify in writing a change of address or email address for notices and other communications.

7. ENTIRE AGREEMENT

This Agreement contains the sole and entire agreement and understanding of the Parties with respect to its subject matter, and all related prior discussions, negotiations, commitments, and understandings. No other agreements, oral or otherwise, exist to bind the Parties.

8. SEVERABILITY

If a court of competent jurisdiction holds any provision of this Agreement 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 which together constitute one and the same agreement. Signatures by scanned and emailed image or facsimile transmission shall have the same force and effect as original signatures and as electronic records 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 & SAFETY CODE § 25249.7(F)

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

12. AUTHORIZATION

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

13. INTERPRETATION

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

Public Protection Alliance LLC

AGREED TO:

Wild & Organic, LLC

By: Emily Culbertson

Title: Authorized Representative for
Public Protection Alliance LLC

Date: _____

By: Alex Ihnatovich

Title: CEO

Date: 9.14.26

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

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AGREED TO:

AGREED TO:

Emily Culbertson

Public Protection Alliance LLC

Wild & Organic, LLC

By: Emily Culbertson

By: Alex Ihnatovich

Title: Authorized Representative for
Public Protection Alliance LLC

Title: CEO

Date: 9/15/2026

Date: 9.14.26