

PROPOSITION 65 SETTLEMENT AGREEMENT

1. INTRODUCTION

1.1 The Parties

This Settlement Agreement (“**Settlement Agreement**”) is entered into by and between Keep America Safe & Beautiful (“**KASB**”), on the one hand, and Adir Corporation of NY d/b/a/ AdirPro and Tiger Supplies, Inc. (collectively “**Tiger Supplies**”), on the other hand, with KASB and Tiger Supplies each individually referred to as a “**Party**,” and collectively as the “**Parties**.” KASB alleges that it is a California-based non-profit organization proceeding in the public interest pursuant to California Health & Safety Code § 25249.7(d) to ensure that Proposition 65 listed chemicals known to the State of California are disclosed in or eliminated from consumer products sold in California. KASB alleges that Tiger Supplies is a person in the course of doing business for purposes of California Health & Safety Code § 25249.11 *et seq.*(b).

1.2 General Allegations

KASB alleges that Tiger Supplies manufactured, imported, offered for sale, and/or distributed for sale in California certain products that allegedly contain di(2-ethylhexyl) phthalate (“**DEHP**”) without first providing a Proposition 65 warning. DEHP is a listed chemical pursuant to Health & Safety Code 25249.6 *et seq.* (“**Proposition 65**”).

1.3 Production Description

The products covered by this Settlement Agreement are defined as products allegedly containing DEHP, including but not limited to *AdirPro 1 in. x 150 ft. Fluorescent Yellow Flagging Tape (12-Pack) Model No. 719-150-FLY, AdirPro LED Light Safety Vest, SKU #716-10-GR, UPC #8 15236 01528 1, AdirPro Marking Flags, Item# 723-15-GLY, 100 Pack, UPC 8 10012 67258 0, ASIN B0821QCJLJ*, that are manufactured, imported, sold, offered for sale and/or distributed for sale in California by Tiger Supplies (the “**Covered Products**”).

1.4 Notices of Violation

On September 30, 2020, December 17, 2020, and November 3, 2022, KASB served Tiger Supplies, the California Attorney General, and certain other required public enforcement agencies with a 60-Day Notice of Violation of Proposition 65 (“**Notices**”). The Notices alleged

that Tiger Supplies violated Proposition 65 when it failed to sufficiently warn consumers in California that the Covered Products can expose consumers to DEHP. To the best of the parties' knowledge, no public enforcer has commenced or is otherwise prosecuting an action to enforce the allegations in the Notices.

1.5 No Admission

Tiger Supplies enters into this Settlement Agreement as a full and final settlement of all claims that were raised or that could have been raised in the Notices, and any other claim by Plaintiff concerning alleged DEHP in the Covered Products, and solely to avoid prolonged and costly litigation. Tiger Supplies denies the material factual and legal allegations contained in the Notices, maintains that it is not a person in the course of doing business that is subject to Proposition 65, that it is not subject to personal jurisdiction in California, and that all products that it has sold and distributed in California, including the Covered Products, have been and are in compliance with all laws, and are completely safe for their intended use. Nothing in this Settlement Agreement shall be construed as an admission against interest by Tiger Supplies of any fact, finding, issue of law, or violation of law, including but not limited to any fact or conclusion of law suggesting or demonstrating that Tiger Supplies has sold any products in California, or that it has violated Proposition 65, or that it is a person in the course of doing business for purposes of Proposition 65; nor shall compliance with this Settlement Agreement constitute or be construed as an admission against interest by Tiger Supplies of any of the above, such being specifically denied by Tiger Supplies. Nothing in this Settlement Agreement shall prejudice, waive or impair any right, remedy, argument or defense Tiger Supplies may have in this or any other future legal proceedings, including Tiger Supplies' position that it is not a person in the course of doing business under Proposition 65, nor that it is not subject to personal jurisdiction in California. This Settlement Agreement is the product of negotiation and compromise and is accepted by Tiger Supplies solely for purposes of settling, compromising, and resolving issues disputed in the Notices. However, this Section 1.5 shall not diminish or otherwise affect the Parties' 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 by the Parties.

1.7 Compliance Date

For purposes of this Settlement Agreement, the term “**Compliance Date**” means the date 30 days after the Effective Date.

2. INJUNCTIVE RELIEF

2.1 Reformulation Standard

As of the Compliance Date, Tiger Supplies shall not manufacture, import, distribute, sell, or offer the Covered Products for sale in the State of California unless: (i) the Covered Products are Reformulated Products pursuant to Section 2.2; or (ii) Tiger Supplies provides a clear and reasonable warning pursuant to Section 2.3. The Parties agree and intend that Tiger Supplies’ compliance with the terms of this Settlement Agreement shall constitute compliance by Tiger Supplies with Proposition 65 with respect to actual or alleged exposures to DEHP from the Covered Products. As used in this Section 2.1, “distribute for sale in California” means to directly ship Covered Products into California or to sell Covered Products to a distributor Tiger Supplies reasonably should know will sell Covered Products in California.


2.2 Reformulated Products

“Reformulated Products” are defined as those Covered Products containing DEHP in concentrations less than 0.1 percent (1,000 parts per million) when analyzed pursuant to U.S. Environmental Protection Agency testing methodologies 3580A and 8270C, or any other methodologies utilized by federal or state agencies for the purpose of determining the DEHP content in a solid substance. Reformulated Products do not require a Proposition 65 warning for DEHP pursuant to Section 2.3 below.

2.3 General Warning Requirements


Commencing on the Compliance Date, Tiger Supplies agrees that any Covered Products manufactured, imported, distributed, or sold in California that are not Reformulated Products pursuant to paragraph 2.2 shall contain a Proposition 65 warning as set forth herein. Tiger Supplies 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 seen, 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* Covered Products the warning applies so as to minimize the risk of consumer confusion.

For purposes of this Settlement Agreement, a clear and reasonable warning for the Covered Products shall consist of a product-specific warning via one or more of the following methods: (1) A warning directly affixed to the product's label, packaging, or tag; (2) A short-form warning on the product labeling that complies with the content requirements set forth in §§ 25603(b) and 25603(a); (3) A posted sign, shelf tag, or shelf sign for the consumer product at each point of display for the product; or (4) Any electronic device or process that automatically provides the warning to the purchaser (not applicable to internet purchases, which are subject to the provisions of § 25602(b)). Specifically, pursuant to § 25603(a) – (d), one of the following safe harbor warnings must be utilized:

- 1)  **“WARNING:” [or] “CA WARNING:” [or] “CALIFORNIA WARNING:”** This product can expose you to chemicals including Di(2-ethylhexyl)phthalate (DEHP), which are 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

or


SHORT FORM

- 2)  **“WARNING:” [or] “CA WARNING:” [or] “CALIFORNIA WARNING:”**: Risk of cancer and reproductive harm from exposure to Di(2-ethylhexyl)phthalate (DEHP). See-

www.P65Warnings.ca.gov


or

SHORT FORM

- 3)  **“WARNING:” [or] “CA WARNING:” [or] “CALIFORNIA WARNING:”** Can expose you to Di(2-ethylhexyl)phthalate (DEHP), a carcinogen and reproductive toxicant. See www.P65Warnings.ca.gov.

**SHORT FORM ON A
PRODUCT
MANUFACTURED/
LABELED PRIOR TO
1/1/28, REGARDLESS
OF DATE OF SALE**

or

- 4)  **WARNING:** Cancer and Reproductive Harm – www.P65Warnings.ca.gov.

The triangle above shall be yellow on the warning statement. Where the sign, label, or shelf tag for the product is not printed using the color yellow, the symbol may be printed in black and white. The symbol shall be placed to the left of the warning text, in a size no smaller than the height of the word “WARNING.” Where a specific product sign, label, package, placard, or shelf tag is used to provide a warning, it must be displayed with such conspicuousness, as compared with other words, statements, or designs as to render it reasonably likely to be read and understood by an ordinary individual prior to purchase or use. In no case shall a warning statement displayed on the Covered Products’ packaging appear in a type size smaller than 6-point font. Where the Covered Product labeling or label as defined in Section 25600.1 is used to provide a warning that includes “consumer information” about a product in a language other than English, the warning must also be provided in that language in addition to English.

As set forth in Cal. Code Regs. Tit. 27, § 25602(b)) (Consumer Product Exposure Warnings – Methods of Transmission), to the extent Tiger sells Covered Products online to California, a warning that complies with the content requirements of Cal. Code Regs Tit. 27, § 25603 must be provided via one of the following methods: (1) A warning on the product display page; (2) A clearly marked hyperlink using the word “WARNING” or the words “CA WARNING” or “CALIFORNIA WARNING” on the product display page that links to the warning; or (3) An otherwise prominently displayed warning provided to the purchaser prior to

completing the purchase. If a warning is provided using the short-form label content pursuant to Section 25602(a)(4), the warning provided on the website may use the same content. For purposes of this subsection, the warning is not prominently displayed if the purchaser must search for it in the general content of the website. These requirements extend to any websites under the exclusive control of Tiger Supplies where Covered Products are sold into California, and to any third party websites where Tiger Supplies controls the content of the Covered Product listing. For third-party websites authorized to sell Covered Products over which Tiger Supplies has no control and for which Tiger Supplies has reason to know Covered Products will be offered for sale to California, Tiger Supplies shall notify the third-party internet reseller that the Covered Products must be accompanied by a warning as set forth herein, prior to and as a condition of sale, in or into California.

There shall be no obligation for Tiger Supplies to provide a warning for Covered Products that enter the stream of commerce prior to the Compliance Date, and the Section 4 release applies to all such Covered Products.

In the event that the Office of Environmental Health Hazard Assessment promulgates one or more regulations requiring or permitting Proposition 65 warning text and/or methods of transmission applicable to the Covered Products and the chemical at issue, which are different than those set forth above, Tiger Supplies 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 providing that Proposition 65 warnings as to DEHP in Covered Products are no longer required, a lack of warning by Tiger Supplies will not thereafter be a breach of this Settlement Agreement. KASB shall not unreasonably withhold agreement to Tiger Supplies' request for modification of this Settlement Agreement pursuant to Section 12 to incorporate such a revision. Nothing in this Settlement Agreement restricts Tiger Supplies from providing a Proposition 65 warning for any other listed chemical that may be in the Covered Products.

2.4 Grace Period for Existing Inventory of Covered Products

The injunctive requirements of Section 2 shall not apply to Covered Products that are already in the stream of commerce as of the Compliance Date, which Covered Products are expressly subject to the releases provided in Section 4. For the avoidance of doubt, Covered Products in the stream of commerce specifically include, but are not limited to, Covered Products in the process of manufacture.

3. MONETARY SETTLEMENT TERMS

3.1 Civil Penalty

Pursuant to Health and Safety Code § 25249.7(b)(2), and in settlement of all claims for monetary relief of any kind related to the claims alleged in the Notices or referred to in this Settlement Agreement (except for Plaintiff's attorney's fees and expenses set forth in Section 3.2 below), Tiger Supplies agrees to pay a civil penalty of \$1,000 within ten (10) business days of the Effective Date. Tiger Supplies' 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 KASB. Tiger Supplies shall issue its payment in two checks made payable to: (a) "OEHHA"; and (b) "Seven Hills LLP in trust for Keep America Safe & Beautiful." KASB's counsel shall be exclusively responsible for delivering to OEHHA and KASB their respective portion of the penalty payment as follows:

- One check for \$750 made payable to OEHHA, due ten (10) business days after the Effective Date.
- One check for \$250 made payable to KASB, due ten (10) business days after the Effective Date.

The checks specified in this section shall be delivered to the address identified in Section 3.2.

3.2 Attorney's Fees and Costs

The Parties reached an accord on the compensation due to KASB and its counsel under the private attorney general doctrine and principles of contract law. Under these legal principles, Tiger Supplies shall reimburse KASB's counsel the total amount of eighteen

thousand dollars (\$18,000) for all attorney's fees and expenses, including but not limited to all fees and expenses incurred in investigating, testing, consulting with experts, bringing this matter to the attention of Tiger Supplies, and negotiating this settlement in the public interest. The eighteen thousand dollars (\$18,000) in Plaintiff's attorney fees and expenses hereunder shall be payable to Seven Hills LLP as one payment noted below, and is due ten (10) business days after the Effective Date.

All payments required under Section 3.2 shall be delivered by check to:

Seven Hills LLP
Attn: Laralei Paras
1 Embarcadero Center, Suite 1200
San Francisco, CA 94111

3.3 Tax Documentation

Tiger Supplies agrees to provide a completed IRS 1099 for its payments to, and KASB agrees to provide IRS W-9 forms for, each of the payees under this Settlement Agreement. The Parties acknowledge that Tiger Supplies cannot issue any settlement payments pursuant to Section 3.1 and 3.2 above until after Tiger Supplies receives the requisite W-9 forms from KASB's counsel.

4. CLAIMS COVERED AND RELEASED

4.1 KASB's Release of Tiger Supplies

This Settlement Agreement is a full, final and binding resolution between KASB, on its own behalf, and Tiger Supplies, for all claims that can or could have been asserted by KASB, on its own behalf, and on behalf of its past and current agents, representatives, attorneys, successors and assignees, against Tiger Supplies, and each of Tiger Supplies' respective parents, subsidiaries, affiliated entities under common ownership, directors, officers, members, employees, attorneys of each of them, and any entity, including, but not limited to each entity to whom Tiger Supplies directly or indirectly distributes or sells the Covered Products, including, but not limited to, its downstream distributors, wholesalers, customers, retailers (including but not limited to Walmart and Amazon and their affiliates), Internet resellers, franchisees,

cooperative members, licensors, and licensees (collectively, “Releasees”), based on any failure to warn about actual or alleged exposures to DEHP in the Covered Products manufactured, imported, sold or distributed for sale in California by Tiger Supplies before the Compliance Date, as alleged in the Notices, or for any other reason.

In further consideration of the promises and agreements herein contained, KASB, on its own behalf, and on behalf of its past and current agents, representatives, attorneys, successors and assignees, hereby waives all of KASB’s rights to institute or participate in, directly or indirectly, any form of legal action and releases all claims that KASB may have, including, without limitation, all actions, and causes of action, in law or in equity, suits, liabilities, demands, obligations, damages, costs, fines, penalties, losses, or expenses including, but not limited to, investigation fees, expert fees, and attorneys’ fees arising under Proposition 65 with respect to DEHP in the Covered Products manufactured, imported, distributed, sold or offered for sale by Tiger Supplies, before the Compliance Date.

4.2 Tiger Supplies’ Release of KASB

Tiger Supplies, on its own behalf and on behalf of its past and current agents, representatives, attorneys, successors, and assignees, hereby waives any and all claims against KASB and its attorneys and other representatives, whether in the course of investigating the claims resolved herein, or otherwise seeking to enforce Proposition 65 against it in this matter, or with respect to the Covered Products.

4.3 California Civil Code §1542; Mutual Release of Known and Unknown Claims

It is possible that other claims not known to the Parties, including but not limited to those arising out of the facts alleged in the Notices and relating to products manufactured, imported, distributed, and/or sold by Tiger Supplies and its affiliates through the Compliance Date, will develop or be discovered. KASB on behalf of itself, its past and current agents, representatives, attorneys, successors, and/or assignees only, and Tiger Supplies on behalf of itself and its affiliates, acknowledge that this Settlement Agreement is expressly intended to cover and include all such claims for products manufactured, imported, distributed, and/or sold by or for Tiger

Supplies and/or its affiliates up through the Compliance Date. The Parties acknowledge that the claims released in Sections 4.1 and 4.2 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.

Tiger Supplies and KASB, on their own behalf, and on behalf of their past and current agents, representatives, attorneys, successors, and/or assignees, expressly waive and relinquish any and all rights and benefits that they may have under, or that may be conferred upon them by, the provisions of Civil Code section 1542, as well as under any other state or federal statute or common law principle of similar effect, to the fullest extent they may lawfully waive such rights or benefits pertaining to the released matters. Tiger Supplies and KASB each acknowledge and understand the significance and consequences of this specific waiver of California Civil Code § 1542.

4.4 Deemed Compliance with Proposition 65

The Parties agree that compliance by Tiger Supplies with this Settlement Agreement constitutes compliance with Proposition 65 with respect to any actual or alleged exposure to DEHP from use of the Covered Products.

5. PUBLIC BENEFIT

It is the Parties' understanding that the commitments Tiger Supplies has agreed to herein, and actions to be taken by Tiger Supplies under this Settlement 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 intent of the Parties 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 Tiger Supplies' alleged failure to provide a warning concerning actual or alleged exposure to DEHP prior to use of the Covered Products it has manufactured, imported, distributed, sold, or

offered for sale in California, or will manufacture, distribute, sell, or offer for sale in California, such private party action would not confer a significant benefit on the general public as to those Covered Products addressed in this Settlement Agreement, provided that Tiger Supplies is in material compliance with the terms of this Settlement Agreement.

6. SEVERABILITY

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

7. GOVERNING LAW

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

8. ENFORCEMENT

Before any Party may take action to enforce the terms of this Settlement Agreement for alleged breach, that Party must give the other Party written notice and a good faith opportunity to respond and cure the alleged violation. The Parties must thereafter meet and confer for a period of no less than 30 days to try to resolve any alleged violation. KASB shall not bring an enforcement action or institute a judicial proceeding or seek any other relief of any kind if Tiger Supplies demonstrates that it has complied with the requirements of Sections 2 and 3. In the event that meet-and-confer efforts are unsuccessful, the Party alleging a violation may initiate a judicial proceeding to enforce this Settlement Agreement no earlier than 30 days after issuing the written notice specified herein. In the event that a Party initiates such a judicial proceeding, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs.

9. NOTICE

Unless otherwise specified herein, all correspondence and notice required to be provided pursuant to this Settlement Agreement shall be in writing and sent by: (a) personal delivery; (b) first-class, registered or certified mail, return receipt requested; or (c) a recognized overnight courier on any Party by the other at the following addresses:

For Tiger Supplies:

Herman Goldberger or current President
Tiger Supplies, Inc./Adir Pro Corporation
27 Selvage Street
Irvington, NJ 07111

With copy to:

J. Robert Maxwell, Shareholder
Rogers Joseph O'Donnell, PLC
311 California Street, 10th floor
San Francisco, CA 94104

For KASB:

Laralei Paras, Partner
Seven Hills LLP
1 Embarcadero Center, Suite 1200
San Francisco, CA 94111

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.

10. JOINT PREPARATION

The Parties have jointly participated in the preparation of this Settlement Agreement and this Settlement Agreement is the result of the joint efforts of the Parties. Accordingly, any uncertainty or ambiguity existing in this Settlement Agreement shall not be interpreted against any Party as a result of the manner of the preparation of this Settlement Agreement. Each Party to this Settlement Agreement agrees that any statute or rule of construction providing that ambiguities are to be resolved against the drafting Party should not be employed in the interpretation of this Settlement Agreement and, in this regard, the Parties hereby waive California Civil Code § 1654.

11. ENTIRE AGREEMENT

This Settlement Agreement contains the sole and entire agreement 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.

12. COUNTERPARTS: FACSIMILE SIGNATURES

This Settlement Agreement may be executed in counterparts and by facsimile or 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.

13. COMPLIANCE WITH REPORTING REQUIREMENTS

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

14. MODIFICATION

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

15. AUTHORIZATION

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

AGREED TO:

Date: 1/28/2026

By: 
Lance Nguyen, CEO
Keep America Safe and Beautiful

AGREED TO:

Date: 1/26/26

By: 
Tiger Supplies, Inc.

AGREED TO:

Date: 

By: 1/26/26

Adir Corporation of NY d/b/a/ AdirPro