

SETTLEMENT AGREEMENT

1. INTRODUCTION

1.1 Parties.

This Settlement Agreement is entered into by and between: Michael DiPirro (referred to herein as “DiPirro”) represented by his attorneys, Law Office of David R. Bush and Jeremy Fietz, Attorney-at-Law; and TGIB Marketing, Inc. (referred to herein as “Noticed Party”) represented by its attorneys Call & Jensen, APC.

DiPirro is an individual residing in California who represents that he seeks to promote awareness of exposures to toxic chemicals and to improve human health by reducing or eliminating hazardous substances contained in consumer products. Noticed Party employs ten or more persons and is a person in the course of doing business for purposes of the Safe Drinking Water and Toxic Enforcement Act of 1986, Health and Safety Code section 25249.6 *et seq.* (“Proposition 65”). Michael DiPirro and TGIB Marketing, Inc. may be individually referred to herein as a “Party” and may be collectively referred to herein as the “Parties.” David R. Bush, Esq., the Law Office of David R. Bush, Jeremy Fietz, Esq., and The Office of Jeremy Fietz, Attorney at Law, may be collectively referred to herein as “DiPirro’s Counsel”. Call & Jensen, APC, and Ryan M. McNamara, Esq., may be collectively referred to herein as the “Noticed Party’s Counsel”.

1.2 General Allegations.

DiPirro alleges that the Noticed Party manufactures, imports, sells, or distributes for sale, in the State of California products containing lead and lead compounds without first providing the clear and reasonable exposure warning required by California’s Proposition 65. “Lead and lead compounds” is listed pursuant to Proposition 65 as a chemical that, at certain levels, is known to the State of California to cause cancer, birth defects, or other reproductive harm (hereinafter the “Listed Chemical”).

1.3 Product Description.

The subject products which initiated the Parties' disputes, and which are specifically addressed and covered by this Settlement Agreement are Lead Tape containing the Listed Chemical that are manufactured, sold, or distributed for sale in California by the Noticed Party, including, but not limited to the Attachment Golf Adhesives Lead Tape (the "Products").

1.4 Notice of Violation.

On or about August 16, 2024, DiPirro served Noticed Party and certain requisite public enforcement agencies with a 60-Day Notice of Violation (the "Notice"), a document that informed the recipients of DiPirro's allegation that Noticed Party violated Proposition 65 by failing to warn its customers and consumers in California that the Products expose users to the Listed Chemical. To the best of DiPirro's knowledge, no public enforcer has commenced and is diligently prosecuting the allegations set forth in the Notice.

1.5 No Admission.

Noticed Party denies all material, factual, and legal allegations contained in the Notice and maintain that all of the products they have manufactured, sold, and/or distributed for sale in California, including the Products, have at all times been, and remain, in compliance with all applicable guidelines and laws. Nothing in this Settlement Agreement shall be construed as an admission of any nature and/or degree by the Noticed Party of any fact, finding, conclusion of law, issue of law, liability, or violation of any guideline and/or law; nor shall the entering into and/or the compliance with this Settlement Agreement constitute or be construed as an admission by the Noticed Party of any fact, finding, conclusion of law, issue of law, liability, or violation of any guideline and/or law, the same being specifically denied by the Noticed Party. This section shall not, however, diminish or otherwise affect the Noticed Party's obligations, responsibilities, and

duties under this fully-executed Settlement Agreement.

1.6 Effective Date.

For purposes of this Settlement Agreement, the term “Effective Date” shall mean the day the final requisite signature is applied to the Settlement Agreement.

2. INJUNCTIVE RELIEF: PRODUCT WARNINGS

2.1 Product Warnings.

Commencing within thirty (30) days of the Effective Date for any of the Noticed Party’s Products that contain more than 0.009 percent (90 parts per million) of the Listed Chemical (which Noticed Party will either (a) determine through its own independent testing using an accredited laboratory or (b) request that the Noticed Party’s relevant supplier(s), vendor(s), and/or others in Noticed Party’s supply and/or distribution chain determine through their own independent testing using an accredited laboratory) and are shipped to any California resident consumer, or any agent, distributor, or affiliated company working on behalf of Noticed Party, for potential sale to California consumers, Noticed Party shall provide a clear and reasonable warning on the label of each Product as set forth in Section 2.3.

Each warning shall be prominently placed with such conspicuousness as compared with other words, statements, designs, or devices as to render it reasonably 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 or should reasonably understand to which specific Product the warning applies, so as to reasonably minimize the risk of consumer confusion.

2.2 Internet Warnings.

In addition to the warning specified in Section 2.1 above, for the Products (as that term is defined herein) that Noticed Party offers for sale directly to consumers in California via the internet, Noticed Party shall provide a warning for such Products by including the warning set forth below in Section 2.3 on one or more of the following: (a) on the same web site or web page on which a Covered Product is displayed; (b) on the same web page as the order form for a Covered Product; (c) on the same web page as the price for any Covered Product; or (d) on one or more web pages displayed to a California purchaser during the checkout process. The internet warning described above can also be delivered through a hyperlink using the word “[California Prop 65] WARNING” (language in brackets optional) which then takes the user to a display of the warning set out in Paragraph 2.3.

2.3 Text of the Warning.

The Noticed Party shall use one of the warning options set forth below, which shall include a symbol consisting of a black exclamation point in a yellow equilateral triangle with a bold black outline as shown or similar to warning shown below (the symbol may be black or white if the color yellow is otherwise not used on the Product’s packaging):



WARNING: This product can expose you to chemicals including lead and lead compounds, which are known to the State of California to cause cancer, birth defects, or other reproductive harm. For more information go to www.P65Warnings.ca.gov.

2.4 Foreign Language Requirement.

Where a product sign, label or shelf tag used to provide a warning for the Products, as that term is defined herein, includes consumer information in a language other than English, the

Warning must also be provided in that language in addition to English.

3. PENALTIES & PURSUANT TO HEALTH & SAFETY CODE § 25249.7(b)

3.1 Civil Penalty Payment Pursuant to Health & Safety Code § 25249.7(b).

The Noticed Party shall make a one-time civil penalty payment in the total and finite sum of \$1,000.00 as a component of this Settlement Agreement. The penalty payment will be allocated by DiPirro's counsel in accordance with California Health & Safety Code § 25249.12(c)(1) & (d), with 75% of the penalty funds remitted to the California Office of Environmental Health Hazard Assessment ("OEHHA") and the remaining 25% of the penalty remitted to DiPirro. The Parties agree that any and all post-payment obligations (ex: the allocation of the civil penalty payment, the payment of any associated taxes, etc.) associated with the one-time civil penalty payment shall be the obligations of DiPirro's Counsel, the California Office of Environmental Health Hazard Assessment, and/or DiPirro, respectively.

4. REIMBURSEMENT OF FEES AND COSTS

The Parties acknowledge that DiPirro and his counsel offered to resolve this dispute without reaching terms on the amount of fees and costs to be reimbursed to them, thereby leaving this fee issue to be resolved after other material terms of the Agreement had been negotiated and resolved. The Noticed Party then expressed a desire to resolve the fee and cost issue shortly after the other settlement terms had been finalized. The Parties were then successful in reaching an agreement and final accord on the compensation due to DiPirro and his counsel under general contract principles and the private attorney general doctrine codified at California Code of Civil Procedure § 1021.5, for any and all work performed through the mutual execution of this agreement and closure of all disputes referenced herein. The Noticed Party shall pay the one-time total, all-inclusive, and final sum of thirty-six thousand five hundred and 00/100 dollars

(\$36,500) for any and all fees, attorneys' fees (incurred by any attorneys' working with or behalf of DiPirro including, but not limited to David R. Bush, Esq., The Law Office of David R. Bush, Jeremy Fietz, Esq, and The Office of Jeremy Fietz, Attorney at Law); expert fees, testing costs, pre-litigation and litigation costs, and all other costs, fees, and expenses relating in any way to the Noticed Party, the Released Parties, the Products, the Parties' disputes, including, but not limited to any and all costs, fees, and expenses incurred as a result of investigating, working with toxicology experts, bringing this matter to the Noticed Party's attention, document preparation, post-settlement compliance audit, and negotiating a settlement DiPirro contends is in the public interest.

5. PAYMENT AND FORM 1099

5.1 Payment.

The complete, total, all-inclusive, one-time, and final settlement payment in the amount of thirty-seven thousand five hundred and 00/100 dollars (\$37,500) which is comprised of the \$1,000 penalty payment referenced herein and the \$36,500 payment / reimbursement of Plaintiff's counsel's attorneys' fees, costs, and expenses as detailed herein). This payment of \$37,500 shall be delivered within fifteen (15) business days of the Effective Date, to the bank account of Jeremy Fietz, Attorney at Law (via wire transfer, or ACH payment; number provided upon request) or by physical check to the Office of Jeremy Fietz, Attorney at Law, 4241 Montgomery Drive, #123, Santa Rosa CA 95405, and for the latter option shall be in the form of a check made payable to: "Jeremy Fietz, Attorney at Law". For any payment that is returned for any reason, including insufficient funds, a payment must be made by Noticed Party in form of a cashier's check within three (3) calendar days of notification of insufficient funds. The Parties and their respective counsel agree that, while the total and all-inclusive settlement payment of

\$37,500 is being delivered to Jeremy Fietz, Esq. and The Office of Jeremy Fietz, Attorney at Law, the settlement payment includes any and all costs, fees, attorneys' fees, and expenses incurred by or on behalf of DiPirro's Counsel and all other attorneys assisting DiPirro including, but not limited to, David R. Bush, Esq., and The Law Office of David R. Bush.

5.2 Issuance of 1099 Form.

The Noticed Party shall provide DiPirro's counsel, Jeremy Fietz, Attorney-at-Law, with one 1099 form for the entire settlement amount of \$37,500. Such 1099 shall be made on the Form 1099 MISC with the amount reported in box 10 ("Gross proceeds paid to an attorney"). A W9 shall be provided by Jeremy Fietz, Attorney-at-Law after this Agreement has been fully executed by the Parties to this agreement. Again, the Parties and their respective counsel agree that, while the total and all-inclusive settlement payment of \$37,500 is being delivered to Jeremy Fietz, Esq. and The Office of Jeremy Fietz, Attorney at Law, the settlement payment includes both the \$1,000 penalty payment detailed herein as well as any and all costs, fees, attorneys' fees, and expenses incurred by or on behalf of DiPirro's Counsel and all other attorneys assisting DiPirro including, but not limited to, David R. Bush, Esq., and The Law Office of David R. Bush. Jeremy Fietz, Esq. and David R. Bush, Esq. shall be fully responsible for the division and allocation of any attorneys' fees, fees, costs, and expenses from the total and finite settlement sum of \$37,500 as between themselves and any other relevant attorneys comprising DiPirro's Counsel. The Noticed Party shall have no responsibility and/or obligations associated with any such division and allocation between any actual (or alleged) legal counsel for DiPirro including, but not limited to, DiPirro's Counsel.

6. CLAIMS COVERED AND RELEASED

6.1 DiPirro's General Release of the Noticed Party and Related Parties.

This Settlement Agreement is a full, final, and binding resolution between DiPirro and the Noticed Party of any violations of Proposition 65, known or unknown, actually alleged, and/or which could have been asserted by DiPirro as of the Effective Date, on behalf of himself, or on behalf of his past and current agents, representatives, attorneys, successors, and assignees, against the Noticed Party, its parents, subsidiaries, affiliated entities under common ownership, directors, officers, employees, attorneys, and each entity to whom Noticed Party either directly or indirectly distributes or sells products, goods, and/or merchandise including, but not limited to, the Products (either individually or collectively) (which may collectively be referred to herein as "Releasees"). The Releasees include, but are not limited to, the Noticed Party's downstream distributors and retailers including Amazon.com, for unwarned exposures to any and all Listed Chemicals which actually or allegedly do, could, or may require warnings of any nature associated with California's Proposition 65 from the Noticed Party's products including, but not limited to, the Products manufactured, distributed, sold or distributed for sale in California by the Noticed Party prior to the Effective Date. The Releasees do not include the Noticed Party's independent upstream suppliers and manufacturers.

In further consideration of the promises and agreements herein contained, DiPirro, on his own behalf and on behalf of his past and current agents, representatives, attorneys, successors, and/or assignees, hereby waives all rights to institute or participate in, directly or indirectly, any form of legal action, and releases all claims that he may have against the Noticed Party and Releasees, both individually and collectively, including, without limitation, all actions and causes

of action, suits, liabilities, demands, obligations, damages, costs, expenses, fines, penalties, losses, fees, investigation fees, expert fees, and attorneys' fees arising under and/or relating in any way to Proposition 65 for exposures (actual or alleged as well as known and unknown) to any of the Listed Chemicals from any and all products (including, but not limited to, the Products) distributed, sold, or distributed for sale in California by the Noticed Party prior to the Effective Date.

6.2 Civil Code Section 1542 Waiver.

DiPirro expressly waives the rights provided under California Civil Code Section 1542, which states that:

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.

Plaintiff, after having been afforded the opportunity to confer with counsel of Plaintiff's own selection, understands the significance and consequences of a California Civil Code Section 1542 waiver, and hereby assumes full and complete responsibility for any damages or losses of any nature caused by or associated with this waiver.

6.3 Noticed Party's Release of DiPirro.

The Noticed Party, on its own behalf and on behalf of its past and current agents, representatives, successors, and assignees, hereby waives any and all claims that it may have as of the Effective Date against DiPirro and his attorneys and other representatives, for any and all

actions taken or statements made by DiPirro and his attorneys and other representatives, whether in the course of investigating claims, otherwise seeking to enforce Proposition 65 against the Noticed Party in this matter, or with respect to the Products.

7. SEVERABILITY

If, subsequent to the execution of this Settlement Agreement, any provision of this Settlement Agreement other than the provisions, requirements, and obligations detailed in Paragraphs 5 and 6 is held by a court of competent jurisdiction to be unenforceable, the validity of the remaining provisions shall not be adversely affected. If, subsequent to the execution of this Settlement Agreement, Paragraph 5, Paragraph 6, or any of the provisions, requirements, and/or obligations detailed therein, are held by a court of competent jurisdiction to be unenforceable, the Parties agree that they will engage in good faith meet and confer efforts with the intention of concluding their disputes referenced herein as originally contemplated herein and with modifications to reasonably address the court's ruling and instructions regarding unenforceability.

8. GOVERNING LAW

The terms of this Settlement Agreement shall be governed by the laws of the State of California and apply within the State of California. In the event that Proposition 65 is repealed or is otherwise rendered inapplicable by reason of law generally, or as to the Products, then the Noticed Party may provide written notice to DiPirro of any asserted change in the law, and have no further obligations pursuant to this Settlement Agreement, with respect to, and to the extent that, the Products are so affected. Nothing in this Settlement Agreement shall be interpreted to relieve Noticed Party from any obligation to comply with any pertinent state or federal toxics control laws.

9. NOTICES

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

For TGIB Marketing, Inc.:
Ryan McNamara
Call & Jensen, APC
610 Newport Center Drive, Suite 700
Newport Beach, CA, 92660

AND

For Michael DiPirro:
Jeremy Fietz, Attorney-at-Law
4241 Montgomery Drive, #123
Santa Rosa CA 95405

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. COUNTERPARTS; FACSIMILE SIGNATURES

This Settlement Agreement may be executed in counterparts, and by facsimile, e-signature, 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.

11. POST-EXECUTION ACTIVITIES

DiPirro agrees to comply with the reporting form requirements referenced in Health and Safety Code section 25249.7(f). The Parties agree that the Noticed Party shall have no obligations of any nature and/or degree with respect to the compliance and/or DiPirro's compliance with the reporting form requirements referenced in Health and Safety Code section 25249.7(f).

12. MODIFICATION

This Settlement Agreement, once fully-executed by the Parties, may be modified only by a subsequent written and fully-executed agreement of the Parties.

13. AUTHORIZATION


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

AGREED TO:

AGREED TO:

Date: 07/15/2025

Date:

By: 
Michael DiPirro

By: _____
TGIB Marketing, Inc.
Print Name: _____
Title: _____

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AGREED TO:

Date:

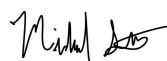
By:

Michael DiPirro

AGREED TO:

Date: 7/9/2025

By:



Digitally signed by Michael
Settle
Date: 2025.07.09 10:25:47
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TGIB Marketing, Inc.

Print Name:

Michael Settle

Title:

Controller