

SETTLEMENT AGREEMENT

1. INTRODUCTION

1.1 Parties

This Settlement Agreement (the “Agreement” or the “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 Quick Cable Corporation (referred to herein as “Noticed Party” or “Quick Cable”) represented by its attorneys, Rogers Joseph O’Donnell. DiPirro and Quick Cable are hereafter sometimes referred to individually a “Party,” and collectively as the “Parties.” DiPirro is an individual residing in California who seeks to promote awareness of exposures to listed chemicals and to improve human health by reducing or eliminating hazardous substances contained in consumer products. DiPirro alleges that 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”).

1.2 General Allegations

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

1.3 Product Description

The products covered by this Settlement Agreement are all Solder Pellets containing the Listed Chemical that are manufactured, imported, sold, or distributed for sale in California by the Noticed Party, including, but not limited to the: QUICKCABLE Solder Pellets: Lead 30% to 65%/Rosin 3% to 6%/Tin 30% to 65% (the “Products”).

1.4 Notice of Violation

On or about October 30, 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 consumers in California that the Products can expose users to the Listed Chemical. To the best of the Parties’ knowledge, no public enforcer has commenced and is diligently prosecuting the allegations set forth in the Notice.

1.5 No Admission

Quick Cable enters into this Settlement Agreement to resolve claims that are denied and disputed solely to avoid the expense and uncertainty of litigation. Quick Cable denies the material, factual, and legal allegations contained in the Notice and maintains that all of the products it has manufactured, imported, sold, or distributed for sale in California, including the Products, have been, and are, in compliance with all laws and requirements, including but not limited to Proposition 65, and are completely safe for their intended use. Nothing in this Settlement Agreement shall be construed as an admission by Quick Cable of any fact, finding, conclusion of law, issue of law, or violation of law; nor shall 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, or violation of 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 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: REFORMULATION OR PRODUCT WARNINGS

2.1 Reformulation Standard. Reformulated Products are defined as Products covered by

this Agreement that contain less than 90 parts per million of the Listed Chemical which Quick Cable or its supplier will determine through their own independent testing using a properly accredited laboratory.

2.2 Product Warnings. Commencing within thirty (30) days of the Effective Date for any of the Noticed Party's Products that are not Reformulated Products which 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 or packaging of each Product as set forth in Section 2.4. 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 affixed to or printed on the Product itself, or on the Product's packaging, container, labeling, or on a placard, shelf tag, sign or electronic device or automatic process, provided that is 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 of purchase or use. Each warning shall be provided in a manner such that the California consumer or user understands to which specific Product the warning applies, so as to minimize the risk of consumer confusion.

2.3 Internet Warnings. In addition to the warning specified in Section 2.2 above, for all Products that are not Reformulated Products that Quick Cable offers for sale directly to consumers in California via the internet, Quick Cable shall provide a warning for such Products by including the warning set forth below in Section 2.4 on one or more of the following: (a) on the same web page on which a Covered Product is displayed and offered for sale; (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] WARNING” (language in brackets optional) which then takes the user to a display of the warning set out in Paragraph 2.2.

2.4 Text of the Warning. Quick Cable shall use one of the two 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 below (the symbol may be black or white if the color yellow is otherwise not used on the Product’s packaging) The warning triangle shall be the same height or larger than the font of the word “WARNING”:



[CALIFORNIA] WARNING: This product can expose you to chemicals including lead and lead compounds, 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 the following Short Form Warning, when appropriate:

▲ [CALIFORNIA] WARNING: Cancer and birth defects or other reproductive harm.
www.P65Warnings.ca.gov.

Beginning January 1, 2028, the name of the Listed Chemical must be included in the short form warning, and Noticed Party agrees to comply with that change in a timely manner if using the short form warning.

For all warnings listed above the “[CALIFORNIA]” language is optional. In lieu of the preceding warning content and methods set forth above, Quick Cable may use any specific safe-harbor warning content and method applicable to the Covered Product set forth in Title 27, California Code of Regulations, section 25600 *et seq.*, as amended August 30, 2018, and subsequently thereafter. If “consumer information” (as defined in 27 Cal Code of Regs Section 25600.1(c)) is provided in a foreign language on a Covered Product’s packaging or labeling, Quick Cable shall also provide the Warning in the foreign language on the Covered Product’s packaging or labeling. If “consumer information” (as defined in 27 Cal Code of Regs Section 25600.1(c)) is provided in a

foreign language on a warning sign prepared by Quick Cable, Quick Cable shall also provide the Warning in the foreign language on the warning sign for the Covered Product.

2.5 Public Benefit. It is Parties' understanding that the commitments it has agreed to herein, and actions to be taken by Noticing Party 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 Quick Cable's alleged failure to provide a warning concerning actual or alleged exposure to the Listed Chemical from Products it has manufactured, imported, distributed, sold, or offered for sale in California, or will manufacture, import, 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 Products addressed in this Settlement Agreement, provided that Noticing Party is in material compliance with this Settlement Agreement.

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

3.1 Civil Penalty Payment Pursuant to Health & Safety Code § 25249.7(b). In complete resolution of any claim for monetary relief of any kind related to the Notice and this Settlement Agreement (except Plaintiff's attorney's fees as set forth in § 4 below), the Noticed Party shall make a civil penalty payment of \$500 in accordance with this section, within 10 days of the Effective Date. The penalty payment shall 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 in accordance with the procedure set out in Section 5 below.

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 the material terms of the agreement had been settled. 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 then attempted to (and did) reach an 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 all work performed through the mutual execution of this agreement. The Noticed Party shall pay a total of \$33,500 as complete reimbursement and resolution of any claim for Plaintiff's attorney's fees and costs incurred as a result of all work performed in connection with this matter, including but not limited to, investigating, working with toxicology experts, bringing this matter to the Noticed Party's attention, document preparation, post-settlement compliance audit, and negotiating a settlement in the public interest pursuant to Code of Civil Procedure § 1021.5, and any other statute or common law of similar effect. Noticed Party shall deliver payments as described in Section 4 above, in accordance with the procedure set forth in Section 5 below.

5. PAYMENT AND FORM 1099

5.1 Payment. The complete settlement payment in the amount of \$34,000 shall be delivered within ten (10) 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, plus a 10% service fee paid to DiPirro's attorneys. DiPirro and his counsel shall be solely responsible for the allocation of the total settlement payment pursuant to the terms of this Settlement Agreement.

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. Such 1099 shall be made on the Form 1099 MISC with the amount reported in box 10 ("Gross proceeds paid to an attorney"). The Noticed Party acknowledges that the 1099 shall NOT be

issued under form 1099 NEC. A W-9 shall be provided by Jeremy Fietz, Attorney-at-Law promptly after this Agreement has been fully executed by the Parties to this Agreement. DiPirro and his counsel recognize that without the W-9 set forth herein, Quick Cable cannot process the required Settlement Payments.

6. CLAIMS COVERED AND RELEASED

6.1 DiPirro's Release of Noticed and Related Parties

This Settlement Agreement is a full, final, and binding resolution between DiPirro and the Noticed Party of any violation of Proposition 65 that was or could have been asserted by DiPirro, on behalf of himself, or on behalf of his past and current agents, representatives, attorneys, successors, and assignees, against any of the Noticed Party, its parents, subsidiaries, affiliated entities under common ownership, directors, officers, employees, attorneys, and each entity to whom Noticed Party directly or indirectly distributes or sells the Products, including but not limited to its downstream distributors, wholesalers, customers, licensors, licensees, and retailers including but not limited to W. W. Grainger, Inc., ("Releasees") but not including its upstream suppliers and manufacturers, for unwarned exposures to the Listed Chemical from the Products manufactured, imported, distributed, sold or distributed for sale in California by the Noticed Party prior to 30 days after the Effective Date.

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, including, without limitation, all actions and causes of action, suits, liabilities, demands, obligations, damages, costs, fines, penalties, losses, or expenses, including, without limitation, investigation fees, expert fees, and attorneys' fees arising under Proposition 65 for exposures to the Listed Chemical from Products manufactured, imported, distributed, sold, or distributed for sale in California by the Noticed Party prior to 30 days after the Effective Date. DiPirro hereby specifically waives any and all rights and benefits he now has with respect to the

Products containing the Listed Chemical, or in the future may have, conferred by virtue of the provisions of California Code of Civil Procedure § 1542, which provides 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.

DiPirro, on behalf of himself, his past and current agents, representatives, attorneys, and successors and/or assignees, expressly waives and relinquishes any and all rights and benefits that he or they may have under, or that may be conferred upon them by, the provisions of California Civil Code § 1542 with respect to the Products containing the Listed Chemical 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.

6.2 Noticed Party's Release of DiPirro

Noticed Party, on its own behalf and on behalf of its past and current agents, representatives, attorneys, successors, and assignees, hereby waives any and all claims that it may have against DiPirro and his attorneys and other representatives, for any and all actions taken or statements made (or those that could have been taken or made) by DiPirro and his 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. With respect to the foregoing waivers and releases in this paragraph, Noticed Party hereby specifically waives any and all rights and benefits it now has, or in the future may have, conferred by virtue of the provisions of California Code of Civil Procedure § 1542, which provides 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.

Noticed Party, on behalf of itself, its past and current agents, representatives, attorneys, and

successors and/or assignees, expressly waives and relinquishes any and all rights and benefits that she or they may have under, or that may be conferred upon them by, the provisions of California Civil Code § 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.

7. INTEGRATION

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.

8. SEVERABILITY

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

9. 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.

10. 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 Quick Cable Corporation:

Don Berry, or current Chief Executive Officer
3700 Quick Drive
Franksville, WI 53126

With copy to:

Tariq Boulad
Rogers Joseph O'Donnell, PLC
311 California Street, FL10
San Francisco, CA, 94104

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.

11. 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.

12. POST-EXECUTION ACTIVITIES

DiPirro agrees to comply with the reporting form requirements referenced in Health and Safety Code section 25249.7(f).

13. 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 shall not be employed in the interpretation of this Settlement Agreement and, in this regard, the Parties hereby waive California Civil Code § 1654.

14. 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. DiPirro shall not bring an enforcement action or institute a judicial proceeding or seek any other relief of any kind if Noticed Party demonstrates that it has complied with the requirements of Section 2. 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.

15. MODIFICATION

This Settlement Agreement may be modified only by a written agreement of the parties to this agreement.

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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:

By: _____
Quick Cable Corporation
Print Name: _____
Title: _____

16. 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: 5/22/25

By: _____
Michael DiPirro

AGREED TO:

Date: 6/4/25

By: Edward Millman
Quick Cable Corporation
Print Name: Edward Millman
Title: CFO