

FIRST AMENDMENT
TO
SETTLEMENT AGREEMENT

This First Amendment to Settlement Agreement (the “Amendment”), entered into as of the latest date of all signatures of all Parties hereto, is made by and between Consumer Advocacy Group, Inc. (“CAG”), on the one hand, and Jetro Cash & Carry Enterprises, Inc. and JRD IMC, LLC (collectively “Jetro”), on the other hand (CAG and Jetro sometimes hereinafter are referred to individually as a “Party” and collectively as the “Parties”), with respect to the following facts:

RECITALS

- A. The Parties previously entered into that certain Settlement Agreement, effective as of November 22, 2024 (the “Settlement Agreement”).
- B. The Settlement Agreement involves three (3) respective Sixty-Day Notices of Intent to Sue for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986, as more particularly described in Sections 1.6, 1.7 and 1.8 of the Settlement Agreement.
- C. The Office of the California Attorney General (the “Attorney General”) objected to the Settlement Agreement, alleging that the Effective Date (as defined in the Settlement Agreement) cannot be earlier than sixty (60) days after November 12, 2024 (the “Objection”).
- D. To resolve the Objection to the satisfaction of the Attorney General, the Parties now desire to enter into this Amendment on the following terms and conditions.

NOW, THEREFORE, in consideration of the foregoing recitals, of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto hereby agree as follows:

OPERATIVE PROVISIONS

1.0 Term.

1.1 As used in the Settlement Agreement, the term “Effective Date” (and all references to that term, wherever they appear in the Settlement Agreement) shall mean January 13, 2025.

2.0 Report of Amendment.

2.1 CAG shall report this Amendment to the Attorney General within five (5) days of the Parties’ full execution of this Amendment.

3.0 Execution in Counterparts; Facsimile and Electronic Signatures.

3.1 This Amendment may be executed in counterparts, each of which, taken together, shall constitute one and the same document. Further, this Amendment may be signed and/or transmitted by facsimile, e-mail of a .PDF document or using electronic signature technology (e.g., via DocuSign or similar electronic signature technology), which, for purposes of validity, enforceability and admissibility, shall be treated as an original, ink handwritten signature of the Party supplying the same.

4.0 Effect.

4.1 Other than as expressly set forth herein, this Amendment shall not: (a) constitute a (i) modification or alteration of the terms, conditions or covenants of the Settlement Agreement, or (ii) waiver, release or limitation upon the exercise by any Party

of any of its rights, legal or equitable, thereunder; or (b) establish any course of dealing or waive the performance of any provision of the Settlement Agreement.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the latest date below written.

CONSUMER ADVOCACY GROUP, INC.

Dated: 04/17/2025

By: 

Printed Name: Willard Bayer

Title: President

JETRO CASH & CARRY ENTERPRISES, INC.

Dated: 4/15/2025

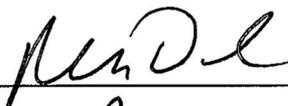
By: 

Printed Name: Ruben Vogel

Title: COO

JRD IMC, LLC

Dated: 4/15/2025

By: 

Printed Name: Ruben Vogel

Title: COO