

PROPOSITION 65 SETTLEMENT AGREEMENT

1. INTRODUCTION

1.1 The Parties

This Settlement Agreement (“Agreement”) is entered into by and between Keep America Safe and Beautiful (“KASB”) on the one hand, and Dicke Tool Company, an Illinois corporation and Pacific Safety Supply, Inc., an Oregon corporation, both doing business as Dicke Safety Products (collectively, “Dicke”), on the other hand, with KASB and Dicke each individually referred to as a “Party” and, collectively, the “Parties.” KASB is a California-based non-profit organization proceeding in the public interest pursuant to California Health & Safety Code § 25249.7(d) to ensure chemicals known to the State of California to cause cancer, birth defects and/or other reproductive harm are disclosed in or eliminated from consumer products sold in California. Dicke is a person in the course of doing business for purposes of California Health & Safety Code § 25249.11(b).

1.2 Consumer Product Descriptions

KASB alleges that Dicke manufactures, imports, sells, and distributes for sale, in and into California, the following products, including but not limited to: (1) vinyl warning flags containing diisononyl phthalate (“DINP”) and di(2-ethylhexyl)phthalate (“DEHP”), including the *Dicke Safety Warning Flag, SKU: 117217* (“Flag Products”); (2) vinyl banners containing DINP and DEHP, including the *Dicke Safety Products Oversize Load Banner, SKU: B7ONR* (“Banner Products”); (3) jackets with vinyl components containing DEHP, including the *Dicke Safety Hi-Viz Rain Jacket, SKU: DKE RJ9000 MD* (“Jacket Products”); and (4) vinyl bags, including the *Dicke Equipment Bag, SKU: BE24* (“Bag Products”) without providing the health hazard warning KASB alleges is required by California Health & Safety Code § 25249.5 *et seq.* (“Proposition 65”). Hereinafter, all such Flag Products, Banner Products, Jacket Products, and Bag Products shall be referred to, collectively, where appropriate as the “Products.” DINP is listed pursuant to Proposition 65 as a chemical known to the State of California to cause cancer,

and DEHP is listed pursuant to Proposition 65 as a chemical known by the State of California to cause cancer and birth defects or other reproductive harm.

1.3 Notices of Violation

On February 5, 2025, KASB served Dicke, the Office of the California Attorney General (“OAG”), and the requisite public enforcement agencies with a 60-Day Notice of Violation (“Original Notice”), alleging Dicke violated Proposition 65 by failing to warn its customers and consumers in California that its Flag Products could expose users to DINP and DEHP. Thereafter, on October 10, 2025, KASB served Dicke, the OAG and the requisite public enforcement agencies with a Supplemental Notice (“Supplemental Notice”) alleging that, in addition to its Flag Products, Dicke allegedly violated Proposition 65 by failing to warn consumers and customers in California that its Banner Products could expose users to DEHP and DINP, and its Jacket Products could expose users to DEHP. Separately, on November 18, 2025, KASB served Dicke, the OAG and the requisite public agencies and enforcers with a 60-Day Notice of Violation (“Notice”), alleging that, in addition to the above, Dicke violated Proposition 65 by failing to warn consumers and end users that its Bag Products could expose persons to DEHP and DINP. Collectively hereafter, where appropriate, the original February Notice, Supplemental October Notice and the November Notice will be referred to as the “Notices”.

To date, no public enforcer commenced or is diligently prosecuting an action to enforce the allegations in any of the above the Notices.

1.4 No Admission

Dicke denies the factual and legal allegations contained in the Notices and maintains all products it sold or distributed for sale, in or into California, including the Products, individually and collectively, have been, and are, in compliance with all laws. Nothing in this Agreement shall constitute or be construed as, nor shall compliance with this Agreement constitute or be construed as, an admission by Dicke of any fact, finding, conclusion of law, issue of law, or violation of law. This section shall not, however, diminish or otherwise affect Dicke’s

obligations, responsibilities, and duties under this Agreement.

1.5 Effective Date

For purposes of this Agreement, “**Effective Date**” shall mean the date this Agreement is fully executed by the Parties.

2. INJUNCTIVE RELIEF: REFORMULATION OR WARNINGS

2.1 Commitment to Reformulate or Warn

Commencing thirty (30) days after the Effective Date (“Compliance Date”) and continuing thereafter, all Products Dicke manufactures, imports, sells, ships, or distributes for sale, in or into California, directly or through one or more third party retailers or e-commerce marketplaces, shall either meet the Reformulation Standard for Reformulated Products, as defined by Section 2.2, below, or be accompanied by clear and reasonable warnings pursuant to Section 2.3.

2.2 Reformulation Standard & Reformulated Products Defined

For purposes of this Agreement, “Reformulated Products” are defined as Products which, if they contain either DINP or DEHP, individually or collectively, contain any such chemical in a maximum concentration of less than 0.1 percent (1,000 parts per million) when analyzed by a laboratory certified or accredited by the State of California, the United States Food and Drug Administration/Environmental Protection Agency, the National Environmental Laboratory Accreditation Program, or a member accreditation body of the International Laboratory Accreditation Cooperation, unless otherwise agreed to in writing by the Parties or a change in applicable law. For purposes of compliance with this reformulation standard, testing samples shall be prepared and extracted using Consumer Product Safety Commission (“CPSC”) methodology CPSC-CH-C1001.09.4 and analyzed using U.S. Environmental Protection Agency methodology 8270D, or other methodologies utilized by federal or state government agencies to determine phthalate content in a solid substance (“Reformulation Standard”).

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2.3 Clear and Reasonable Warnings

Commencing on the Compliance Date and continuing thereafter, Dicke shall provide clear and reasonable warnings for all Products that are not Reformulated Products, provided for sale to customers in or into the State of California in accordance with this Section pursuant to Title 27 California Code of Regulations § 25600, et seq. Each warning shall be prominently placed with such conspicuousness as compared with other words, statements, or designs as to render it likely to be read and understood by an ordinary individual under customary conditions before purchase or use and shall be provided in a manner such that it clearly associated with the specific Products to which the warning applies.

(a) Warning Language

Warnings for Products containing DEHP & DINP:

Option 1:

⚠ WARNING [or] CA WARNING [or] CALIFORNIA WARNING: This product can expose you to chemicals including diisononyl phthalate [DINP] and 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.

Option 2:

⚠ WARNING [or] CA WARNING [or] CALIFORNIA WARNING: Risk of cancer from exposure to diisononyl phthalate [DINP] and reproductive harm from exposure to di(2-ethylhexyl)phthalate [DEHP]. See www.P65Warnings.ca.gov.

Option 3:

⚠ WARNING [or] CA WARNING [or] CALIFORNIA WARNING: Can expose you to diisononyl phthalate (DINP), a carcinogen and di(2-ethylhexyl)phthalate [DEHP], a reproductive toxicant. See www.P65Warnings.ca.gov.

Option 4: The following warning statement may be used on Products manufactured and labeled prior to January 1, 2028, regardless of when the product is sold to a consumer:

⚠ WARNING: Cancer & Reproductive Harm-- www.P65Warnings.ca.gov.

Warnings Products containing DEHP only:

Option 1:

⚠️ WARNING [or] CA WARNING [or] CALIFORNIA WARNING: This product can expose you to chemicals including di(2-ethylhexyl)phthalate [DEHP], which is known to the State of California to cause birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov.

Option 2:

⚠️ WARNING [or] CA WARNING [or] CALIFORNIA WARNING: Risk of reproductive harm from exposure to di(2-ethylhexyl)phthalate [DEHP]. See www.P65Warnings.ca.gov.

Option 3:

⚠️ WARNING [or] CA WARNING [or] CALIFORNIA WARNING: Can expose you to di(2-ethylhexyl)phthalate [DEHP] a reproductive toxicant. See www.P65Warnings.ca.gov.

Option 4: The following warning statement may be used on Products manufactured and labeled prior to January 1, 2028, regardless of when the product is sold to a consumer:

⚠️ WARNING: Reproductive Harm -- www.P65Warnings.ca.gov.

(b) Foreign Language Requirement.

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.

(c) On-Product Warnings.

Dicke shall affix a warning to the Product label or otherwise directly on Products it knows are provided for sale to consumers located in California and to customers it knows have retail outlets in California, or e-commerce platforms it knows sell Products into California. For the purpose of this agreement, "Product label" means a display of written, printed, or graphic material printed on or affixed to each of the Products or its immediate container, packaging, or wrapper. A warning provided pursuant to section 2.3(a) must print the word "**WARNING:**" in all capital letters and in bold font. The warning symbol to the left of the word "**WARNING:**"

must be a black exclamation point in a yellow equilateral triangle with a black outline, except if the labeling does not use the color yellow, the symbol may be in black and white. The entire warning shall be set off from other surrounding information, enclosed in a box and appear in at least 6-point type.

(d) Internet Warnings.

If, after the Effective Date, Dicke directly sells Products, that are not Reformulated Products, via the Internet through its own website to consumers located in the State of California or to customers with distribution and e-commerce websites Dicke knows sell or distribute Products into California, Dicke shall provide warnings for each Product both on the Product label in accordance with Section 2.3(c), and by prominently displaying to the consumer during or prior to the purchase of the Products without requiring customers to seek out the warning. The warning or a clearly marked hyperlink to the warning using the word “**WARNING**” given in conjunction with the sale of the Products via the internet shall appear either: (a) on the same display page on which the Products are displayed; (b) on the same web page as the virtual cart displaying the Products; (c) on the same web page as the price for the Products; or (d) on one or more web pages displayed to a purchaser prior to or during the checkout process. If the on-Product Warning is one of the warning statements set forth in Options 2-4 in Section 2.3, the Internet Warning may use the corresponding warning statement.

Where Dicke sells, ships, or distributes Products to third-party retailers or e-commerce marketplaces that sell Products to CA consumers, Dicke will notify them of the internet Warning requirements under this Agreement as a condition of sale of the Products.

(e) Sell-Through Inventory

Notwithstanding Sections 2.1 through 2.3(d), the warning requirements of this Agreement shall not apply to Products that entered the stream of commerce on or before the Compliance Date. Products entering the stream of commerce after the Compliance Date shall comply with Sections 2.1 through 2.3.

3. MONETARY SETTLEMENT TERMS

3.1 Civil Penalty

Pursuant to Health and Safety Code § 25249.7(b), Dicke agrees to pay a civil penalty of \$5,000 within ten (10) business days of the Effective Date. Dicke's 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. Dicke shall issue its payment in two checks made payable to: (a) "OEHHA" in the amount of \$3,750; and (b) "Seven Hills LLP in Trust for Keep America Safe and Beautiful" in the amount of \$1,250. KASB's counsel shall deliver to OEHHA and KASB their respective portion of the penalty payment.

3.2 Reimbursement of Attorneys' Fees and Costs

KASB and its counsel offered to resolve the allegations in the Notice without reaching terms on the amount of reimbursement of attorneys' fees and costs. Shortly after the Parties finalized the other material settlement terms, they negotiated and reached an accord on the amount of reimbursement to be paid to KASB's 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 and reporting of this Agreement to the Office of the California Attorney General. Within ten (10) business days of the Effective Date, Dicke agrees to issue a check in the amount of \$31,375 payable to "Seven Hills LLP" for all fees and costs incurred investigating, bringing this matter to Dicke's attention, negotiating a settlement in the public interest, and reporting its terms to Office of the California Attorney General pursuant to Section 9.

3.3 Payments

All payments payable and due under this Agreement shall be delivered to KASB's counsel at following address:

Seven Hills LLP
Attn: Kimberly Gates Johnson
1 Embarcadero Center, Suite 1200
San Francisco, CA 94111

4. CLAIMS COVERED AND RELEASED

4.1 KASB's Release of Dicke

This Agreement is a full, final and binding resolution between KASB, as an individual and *not* on behalf of the public, and Dicke, of any violation of Proposition 65 that was or could have been asserted by KASB on behalf of itself, its past and current agents, representatives, attorneys, successors, and/or assignees, against Dicke, its successors and assigns, and each entity to whom Dicke directly or indirectly distributes or sells Products, including, but not limited to, downstream distributors, wholesalers, customers, retailers, franchisees, cooperative members, and licensees (collectively, "Releasees"), based on their failure to warn arising under Proposition 65 about alleged exposures to DINP and DEHP and/or DEHP contained in the Products that were sold or offered for sale by Dicke in California before the Effective Date, as alleged in the Notices.

In further consideration of the promises and agreements herein contained, KASB as an individual and *not* on behalf of the public, on behalf of itself, its past and current agents, representatives, attorneys, successors, and/or 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 exclusively, investigation fees, expert fees, and attorneys' fees arising under Proposition 65 with respect to DINP and/or DEHP in Products sold and/or offered for sale by Dicke, before the Effective Date (collectively, "Claims"), against Dicke and Releasees.

The Parties further understand and agree that this Section 4.1 release shall neither extend (a) upstream to any entities that manufactured the Products or any component parts thereof, or

any distributors or suppliers who sold the Products or any component parts thereof to Dicke, nor (b) to Releasees who have been instructed by Dicke pursuant to Section 2.3(d) to provide a warning on Products that are not Reformulated Products, pursuant to Section 2.2, and have failed to do so. Nothing in this Section affects KASB's right to commence or prosecute an action under Proposition 65 against a Releasee that does not involve Dicke's Products.

4.2 Dicke's Release of KASB

Dicke, on behalf of itself, its past and current agents, representatives, attorneys, successors, and assigns, hereby waives any and all claims against KASB and its attorneys and other representatives, for any and all actions taken or statements made (or those that could have been taken or made) by KASB and its attorneys and other representatives, whether in the course of investigating claims or otherwise seeking to enforce Proposition 65 against it in this matter with respect to the Products.

4.3 Mutual Waiver of California Civil Code § 1542

KASB and Dicke acknowledge that it is possible that other claims not known to the Parties arising out of the facts alleged in the Notice and relating to the Products will develop or be discovered. KASB, on one hand, and Dicke, on the other hand, agree that the foregoing release and waiver shall be and remain effective in all respects notwithstanding such different or additional facts or discovery thereof, and that this Agreement contemplates the extinguishment of all such 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.

KASB and Dicke each acknowledge and understand the significance and consequences of this specific waiver of California Civil Code section 1542.

5. SEVERABILITY

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

6. GOVERNING LAW

The terms of this Agreement shall be governed by the laws of the State of California and apply within California. Nothing in this Agreement shall be interpreted to relieve Dicke from its obligation to comply with any pertinent state or federal law or regulation.

7. NOTICE

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

For Dicke:

Anne Marie Ellis, Esq.
Buchalter LLP
18400 Von Karman Ave, Ste. 800
Irvine, CA 92612

For KASB:

Kimberly Gates Johnson, 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.

8. COUNTERPARTS, FACSIMILE AND PDF SIGNATURES

This Agreement may be executed in counterparts and 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.

9. 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).

10. ENTIRE AGREEMENT

This Agreement contains the sole and entire agreement and understanding of the Parties with respect to the entire subject matter hereof, and any and all prior discussions, negotiations, commitments, or understandings related thereto, if any, are hereby merged herein and therein. There are no warranties, representations, or other agreements between the Parties except as expressly set forth herein. No representations, oral or otherwise, express or implied, other than those specifically referred to in this Agreement have been made by any Party hereto. No other agreements not specifically contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind any of the Parties hereto.

11. NOTICE AND OPPORTUNITY TO RESOLVE

Prior to commencing any action to enforce or modify the terms of this Agreement, the Party seeking such enforcement or modification shall provide written notice, pursuant to the preceding Section 7, describing the basis for the request in reasonable detail. The Parties shall thereafter meet and confer in good faith in an effort to resolve the matter informally before pursuing further action. Nothing in this Section shall require either Party to agree to any proposed resolution, nor shall this Section be construed to modify any substantive obligation set forth in this Agreement.

12. MODIFICATION

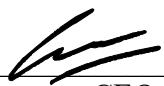
This Agreement may be modified only by a written agreement of the Parties.

13. AUTHORIZATION

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

AGREED TO:

Date: 9/23/2026

By: 
Lance Nguyen, CEO
Keep America Safe and Beautiful

AGREED TO:

Date: 9/18/2026

Signed by:
By: 
22E766FB315F424...
Dicke Tool Company
Chad Clark, Authorized Representative

Date: 9/18/2026

Signed by:
By: 
22E766FB315F424...
Pacific Safety Supply, Inc.
Chad Clark, Authorized Representative