

## SETTLEMENT AND RELEASE AGREEMENT

### 1. INTRODUCTION

#### 1.1. Keep America Safe and Beautiful and PBF & E, LLC:

This Settlement Agreement is entered into by and between Keep America Safe and Beautiful (“KASB”), represented by its attorneys KJT Law Group, LLP on the one hand, and PBF & E, LLC (“PBF”) and I Love Mole, LLC (“ILM”), on the other hand (for purposes of this Settlement Agreement PBF and ILM shall collectively be referred to as “PBF”), with KASB and PBF collectively referred to as the “Parties”.

#### 1.2. General Allegations

KASB alleges that PBF manufactured, distributed, and offered for sale in the State of California, certain products containing lead and that such sales have not included warnings pursuant to the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health & Safety Code sections 25249.5 *et seq.* (“Proposition 65”). California has identified and listed lead under Proposition 65 as a chemical known to the State of California to cause cancer, birth defects or other reproductive harm.

#### 1.3. Product Description

KASB alleges that PBF manufactures, imports, sells, and distributes for sale in California pre-packaged mole (“Covered Products”) including, but not limited to Mole Rojo – Guelaguetza – From Oaxaca to You – UPC# 8 51134 00435 4, without the health hazard warning that KASB alleges is required by Proposition 65.

#### 1.4. Notice of Violation

On March 7, 2025, KASB served PBF, the California Attorney General, and the requisite public enforcement agencies eligible to initiate Proposition 65 actions on behalf of the People of

the State of California with documents entitled “60-Day Notice of Violation” (“Notice”) that provided PBF and such public enforcers with notice that PBF was allegedly in violation of Proposition 65 for failing to warn consumers and customers that the Covered Products exposed users in California to lead. To the best of the Parties’ knowledge, no public enforcer has commenced or is diligently prosecuting an action to enforce the allegations set forth in the Notice.

**1.5. No Admission**

The Parties enter into this Settlement Agreement to settle disputed claims between them as set forth herein and in the Notice concerning PBF’s compliance with Proposition 65. Specifically, PBF denies the allegations contained in KASB’s Notice and maintains that all products that it has placed for sale and distribution in California, including the Covered Products, have been and are in compliance with Proposition 65 or any other statutory, regulatory, common law or equitable doctrine. Nothing in this Settlement Agreement shall be construed as an admission by PBF of any fact, finding, issue of law, or violation of law; nor shall compliance with this Settlement Agreement constitute or be construed as an admission by PBF of any fact, finding, conclusion, issue of law, or violation of law, such being specifically denied by PBF. However, nothing in this section shall diminish or otherwise affect the obligations, responsibilities, and duties of PBF 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.

**2. INJUNCTIVE RELIEF:**

**2.1.** Beginning on the Effective Date, PBF shall be permanently enjoined from manufacturing for sale in the State of California, “Distributing into the State of California”, or directly selling in the State of California, any Covered Products that exposes a person to a “Daily Lead Exposure Level” of more than 0.5 micrograms of lead per day, unless it meets the warning requirements as set forth in Proposition 65 and as detailed under Section 2.2.

As used in this Settlement Agreement, the term “Distributing into the State of California” shall mean to directly ship a Covered Products into California for sale in California or to sell a Covered Products to a distributor that PBF knows or has reason to know will sell the Covered Products in California. The injunctive relief in Section 2 does not apply to any Covered Products that has left the possession and is no longer under the control of PBF prior to the Effective Date and all claims as to such Covered Products is released in this Settlement Agreement.

For purposes of this Settlement Agreement, the “Daily Lead Exposure Level” shall be measured in micrograms, and shall be calculated using the following formula: micrograms of lead per gram of product, multiplied by grams of product per serving of the product (using the largest serving size appearing on the product label), multiplied by servings of the product per day (using the largest number of recommended daily servings appearing on the label), which equals micrograms of lead exposure per day. If the label contains no recommended daily servings, then the number of recommended daily servings shall be one.

**2.2. Clear and Reasonable Warnings**

If PBF is required to provide a warning pursuant to Section 2.1, one of the following warnings must be utilized (“Warning”).

**Option 1:**

**WARNING:** Consuming this product can expose you to chemicals including lead, which is 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/food](http://www.P65Warnings.ca.gov/food).

**WARNING:** Can expose you to lead, a [carcinogen and] reproductive toxicant. See [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food).

**WARNING:** Risk of [cancer and] reproductive harm from exposure to lead. See [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food).

**Option 2:**

**Option 3:**

PBF shall use the phrase “cancer” and or “carcinogen” and in the Warning if the exposure level is greater than 15 micrograms of lead per day.

The Warning shall be securely affixed to or printed upon the label of each Covered Products, and it must be set off from other surrounding information. For purposes of this Settlement Agreement, the term “label” means a display of written, printed, or graphic material that is printed on or affixed to a Covered Products or its immediate container or wrapper. The warning must be set off from other surrounding information, enclosed in a box.

If consumer information on the package is in language(s) other than English, the warning must also be provided in the foreign language.

In addition, for any Covered Products sold over the internet, the Warning shall appear on the checkout page in full text or through a clearly marked hyperlink using the word “WARNING” in all capital and bold letters when a California delivery address is indicated for any purchase of any Covered Products. If a hyperlink is used, the hyperlink must go directly to a page prominently displaying either the Option 1 Warning, the Option 2 Warning, or the Option 3 Warning without content that detracts from the Warning. An asterisk or other identifying method must be utilized to

identify which products on the checkout page are subject to the Warning. The Warning shall comply with the Safe Harbor Provisions, applicable to the Covered Products and chemical at issue, as those regulations may be amended from time to time.

**3. CONSIDERATION**

In settlement of all the claims referred to in this Settlement Agreement, the Parties reached an accord on the compensation due, under the private attorney general doctrine and principles of contract law. Under these legal principles, PBF shall pay \$18,000.00 as settlement and for fees and costs, incurred as a result of investigating and bringing this matter to PBFs attention.

**4. MONETARY SETTLEMENT TERMS**

**4.1. Civil Penalty**

In settlement of all the claims referred to in this Settlement Agreement, \$2,000.00 shall be considered a “civil penalty.” The civil penalty payment will be allocated in accordance with California Health & Safety Code section 25249.12(c)(1) & (d), with 75% of the funds (\$1,500.00) remitted to the California Office of Environmental Health Hazard Assessment (“OEHHA”) and the remaining 25% of the penalty (\$500.00) shall be remitted to KASB. PBF shall make these payments on or before the date that is ten (10) business days after the Effective Date, at which time such payments shall be made as follows:

(a) The \$500.00 payment owed to KASB shall be delivered by the way of wire transfer to the following payment address:

Beneficiary: Keep America Safe and Beautiful  
Wells Fargo Bank Routing Number: 121000248  
Wells Fargo Bank Account Number: 6767279471  
Beneficiary Address: 10512 Sycamore Avenue, Stanton, CA 90680-2629

(b) The \$1,500.00 payment owed to OEHHA shall be delivered directly to OEHHA at

the following addresses:

For United States Postal Delivery:

Mike Gyurics  
Fiscal Operations Branch Chief  
Office of Environmental Health Hazard Assessment  
P.O. Box 4010  
Sacramento, CA. 95812-0410

For Non-United States Postal Service Delivery:

Mike Gyurics  
Fiscal Operations Branch Chief  
Office of Environmental Health Hazard Assessment  
1001 I Street, MS #19B  
Sacramento, CA 95814.

#### **4.2. Reimbursement of Fees and Costs**

In settlement of all the claims referred to in this Settlement Agreement, \$16,000.00 shall be considered reimbursement of KASB's attorneys' fees, expert and investigation fees, and related costs associated with this matter and the Notice. The Parties reached an accord on the compensation due to KASB and its counsel under the private attorney general doctrine and principles of principles of contract law. Payment shall be made in 3 installments as follows. The first payment of \$4,000.00 shall be made on or before the date that is ten (10) business days after the Effective Date. The second payment of \$6,000.00 will be made in August 2025 and within 30 days of the first payment. The third payment of \$6,000.00 will be made on or before September 30, 2025. All payments shall be made as follows:

Payment to KASB's counsel shall be delivered or wired to:

**KJT LAW GROUP LLP**  
**230 Maryland Avenue, Suite 306**  
**Glendale, CA 91206.**

KASB's counsel shall provide counsel for PBF with written bank wire instructions.

**4.3. Tax Documentation**

KASB and KJT Law Group LLP agree to provide a completed IRS 1099 form for its payment to each of them. The Parties acknowledge that PBF cannot issue any settlement payments pursuant to Section 4 until after receipt of the requisite IRS forms from KASB's counsel.

**5. RELEASE OF ALL CLAIMS**

**5.1. Release of PBF, Downstream Customers and Upstream Vendors**

In further consideration of the promises and agreements herein contained, and for the payments to be made pursuant to Section 4 above, KASB, on behalf of itself, hereby waives all rights to institute or participate in, directly or indirectly, any form of legal action and releases all claims, including any alleged violation of Proposition 65, relating to the Covered Products, 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) against PBF, I love Mole, LLC, and each of their equity owners, parent companies, corporate affiliates, subsidiaries, predecessors, successors and assigns, upstream suppliers and downstream entities in the stream of commerce including, but not limited to franchisees, customers, suppliers, and cooperative members (collectively "Releasees") and each of its distributors, wholesalers, licensors, licensees, auctioneers, and retailers for any alleged violations of Proposition 65, or any other alleged violations of statutory or common law, arising from alleged exposure to lead in relation to the Covered Products, up through the Effective Date.

It is possible that other claims not known to the Parties arising out of the facts alleged in the Notice and relating to the Covered Products will develop or be discovered. This Settlement

Agreement is expressly intended to cover and include all such claims up through the Effective Date. KASB, in its capacity, expressly waives and relinquishes any and all rights and benefits which it may have under, or which may be conferred on it by the provisions of California Civil Code section 1542 (“Section 1542”) as well as under any other state or federal statute or common law principle of similar effect, to the fullest extent that it may lawfully waive such rights or benefits. Section 1542 states 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.**

Thus, notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release and discharge of claims, KASB expressly acknowledges that this Agreement is intended to include in its effect, without limitations, all claims which KASB does not know or suspect to exist in its favor at the time of execution hereof, and that this Agreement contemplates the extinguishment of any such claims.

**6. 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.

**7. NOTICES**

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

For PBF:	Howard K. Alperin, Esq. Beth A. Schroeder, Esq.
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Raines Feldman Littrell LLP  
1900 Avenue of the Stars, 19th Floor  
Los Angeles, CA 90067

For KASB: Tro Krikorian, Esq.  
KJT Law Group, LLP  
230 N. Maryland Ave., Suite 306  
Glendale, CA 91206

Any party, from time to time, may specify in writing to the other party a change of address to which all notices and other communications shall be sent.

**8. COUNTERPARTS; FACSIMILE/E-SIGNATURES**

This Settlement Agreement may be executed in counterparts, portable document format (PDF), and by facsimile or e-signatures, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

**9. ENTIRE AGREEMENT**

This Settlement Agreement contains the sole and entire agreement and understanding of the Parties with respect to the entire subject matter hereof, and all related prior discussions, negotiations, commitments, and understandings. No other agreements, oral or otherwise, exist to bind either of the Parties.

**10. MODIFICATION**

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

**11. DRAFTING**

No inference, assumption or presumption shall be drawn, and no provision of this Agreement shall be construed against any of the Parties, based upon the fact that one of the Parties and/or one of the Parties' attorneys prepared and/or drafted all or any portion of this Agreement. It

is conclusively presumed that the Parties participated equally in the preparation and drafting of this Agreement.

**12.           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.

[SIGNATURE PAGE TO FOLLOW]

**IN WITNESS WHEREOF, the Parties have agreed, accepted, and executed this Agreement on the date written.**

Executed on 7/22/2025. Keep America Safe and Beautiful

  
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By: Lance Nguyen  
Its:

Executed on 7/18/2025. PBF & E, LLC

  
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By:  
Its:

Executed on 7/18/2025. I Love Mole, LLC

  
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By:  
Its: