

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,

AIM Products LLC

(referred to herein as the “Noticed Party”) represented by its attorneys

Dentons.

DiPirro is an individual residing in California who seeks to promote awareness of exposures to toxic chemicals and to improve human health by reducing or eliminating hazardous substances contained in consumer products. As of the Effective Date of this Agreement, the Noticed Party employed ten or more persons and was 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 products containing lead and lead compounds that were imported, sold, or distributed for sale in the State of California without the clear and reasonable exposure warning required by Proposition 65. Lead and lead compounds are listed pursuant to Proposition 65 as chemicals that are known to the State of California to cause cancer and birth defects or other reproductive harm (hereinafter the “Listed Chemicals”).

1.3 Product Description

The products covered by this Settlement Agreement, hereinafter referred to as the “Covered Product(s),” are Bar Solder: Alloy 63/37 1 Lb or portions thereof, containing the Listed Chemicals that the Noticed Party manufactured and that were sold or distributed for sale in California.

1.4 Notice of Violation

On or about May 8, 2025, DiPirro served the 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 the Noticed Party violated Proposition 65 by failing to warn its customers and consumers in California that the Covered Products expose users to the Listed Chemicals. 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

The Noticed Party denies the material, factual, and legal allegations contained in the Notice and maintains that all of the products they have manufactured, sold, or distributed for sale in California, including the Covered Products, have been, and are, in compliance with all laws. Nothing in this Settlement Agreement shall be construed as an admission by the Noticed Party 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 January 5, 2026, or the day the final requisite signature is applied to the Settlement Agreement, whichever is later.

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 Covered Products product containing more than 0.009 percent (90 parts per million) of the Listed Chemical that the Noticed Party ships directly to any California resident consumer, or ships directly to any agent, distributor, or affiliated company working on

behalf of the Noticed Party, for sale to California consumers, the Noticed Party shall provide a clear and reasonable warning on the label of each Covered 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 likely to be read and understood by an ordinary individual under customary conditions before purchase or use, consistent with the requirements of 27 CCR § 25601(c).

2.2 Internet Warnings. In addition to the warning specified in Section 2.1 above, for all Covered Products that the Noticed Party offers for sale directly to consumers in California via the internet, the Noticed Party shall provide a warning for such Covered Products by including the warning set forth below in Section 2.3 on one or more of the following: (a) on the same 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 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 permitted under 27 C.C.R. § 25603, as exemplified 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 Covered Product’s packaging), and the triangle shall be at least the same height as the word “WARNING”:



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 SHORT FORM WARNING OPTION:

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

In the event that the Noticed Party continues to distribute the Covered Products on or after January 1, 2028, the Noticed Party agrees to comply with 27 C.C.R. § 25603 as to the new short form warning requirements in effect at that time.

Foreign Language Requirement. Where a product sign, label or shelf tag used to provide a warning 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 civil penalty payment of \$4,000 as a component of this settlement. 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 ("OEHHHA") and the remaining 25% of the penalty remitted to DiPirro.

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. Shortly after the Parties finalized the other material settlement terms, they negotiated and reached an accord on the compensation due to DiPirro'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 of this agreement, and reporting of this Agreement to the Office of the California Attorney General. The Noticed Party shall pay a total of \$41,750.

for fees and costs 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, negotiating a settlement in the public interest, and reporting its terms to the Office of California Attorney General pursuant to Section 9.

5. PAYMENT AND FORM 1099

5.1 Payment. The complete settlement payment in the amount of \$45,750 shall be delivered within fourteen (14) 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 the Noticed Party in the form of a cashier's check within ten (10) calendar days of notification of insufficient funds. Any payment that is not actually received by the due date will also be subject to a 10% late fee.

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 1099 shall NOT be issued under form 1099 NEC. A W9 shall be provided by Jeremy Fietz, Attorney-at-Law after this Agreement has been fully executed by the Parties to this agreement.

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 either the Noticed Party directly or indirectly distributes or sells the Covered Products (“Releasees”), including its downstream distributors and retailers, but not including its upstream suppliers and manufacturers, for unwarned or insufficiently warned exposures to the Listed Chemicals from the Covered Products manufactured, distributed, sold or distributed for sale in California by the Noticed Party prior to 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 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 Chemicals from Covered Products distributed, sold, or distributed for sale in California by the Noticed Party prior to the Effective Date.

6.2 Noticed Party’s Release of DiPirro

The 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 or representations made (or those that could have been taken or made) by DiPirro and his attorneys and other representatives prior to the Effective Date in connection with the investigation and issuance of the Notice, whether in the course of investigating claims, otherwise seeking to enforce Proposition 65 against it in this matter, or with respect to the Covered Products.

6.3 Release of Unknown Claims and Waiver of Cal. Civ. Code § 1542

This Agreement is intended to be effective as a general release of and bar to all claims as stated in Sections 6.1 and 6.2. Accordingly, DiPirro and the Noticed Party each specifically waive all rights under California Civil Code Section 1542, which states, “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 and the Noticed
Party each acknowledges that they may later discover claims or facts in addition to or
different from those which each now knows or believes to exist with regards to the subject
matter of this Agreement, and which, if known or suspected at the time of executing this
Agreement, may have materially affected its terms. Nevertheless, the DiPirro and the Noticed
Party each waive any and all claims that might arise as a result of such different or additional
claims or facts.

7. 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.

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 Covered 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 Covered Products are so affected. Nothing in this Settlement Agreement
shall be interpreted to relieve the 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 AIM Products LLC:

Chad W. Higgins
Dentons
One City Center, Suite 11100
Portland, ME, 04101

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 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).

12. MODIFICATION

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

13. **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: 01/01/2026

By: 
Michael DiPirro

AGREED TO:

Date: 12 / 18 / 2025

By: 
AIM Products LLC
Print Name: Richard Black
Title: President