

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”) and Pelsis, LLC dba Bird B Gone LLC (“Pelsis”), with KASB and Pelsis 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). Through its mission, KASB seeks to ensure that chemicals known to the State of California to cause cancer, birth defects or other reproductive harm are disclosed to consumers and other individuals in California or removed from consumer products sold in or into California. Pelsis is a person in the course of doing business as defined in California Health & Safety Code § 25249.11(b).

1.2 Consumer Product Description

KASB alleges that Pelsis manufactures, imports, sells, and distributes for sale in California PVC wire mesh containing di(2-ethylhexyl) phthalate (“DEHP”) including, but not limited to *PVC Welded Wire Black 1/2” mesh x 0.058” 6” width x 100’ length*. KASB further alleges that Pelsis does so without providing the health hazard warning that KASB required by California Health & Safety Code § 25249.5 *et seq.* (“Proposition 65”). All such PVC wire mesh products sold or distributed for sale in California by Pelsis shall be referred to herein as the “Products.” DEHP is listed pursuant to Proposition 65 as a chemical known to the State of California to cause cancer and birth defects or other reproductive harm.

1.3 Notice of Violation

On June 26, 2025, KASB served Pelsis, the California Attorney General, and all requisite public enforcement agencies with a 60-Day Notice of Violation (“Notice”). In its Notice, KASB alleges Pelsis violated Proposition 65 by failing to warn its customers and

consumers in California that the Products can expose users to DEHP. No public enforcer has commenced and is diligently prosecuting an action to enforce the allegations in the Notice.

1.4 No Admission

Pelsis denies the factual and legal allegations contained in the Notice and maintains that all products it has sold or distributed for sale in California, including the Products, comply with all laws. Neither any term of this agreement nor Pelsis' compliance with its terms shall constitute or be construed as an admission by Pelsis of any fact, finding, conclusion, or violation of law by Pelsis. This section shall not, however, diminish or otherwise affect Pelsis' 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.

1.6 Compliance Date

For purposes of this Agreement, the term "Compliance Date" means sixty (60) days after the Effective Date.

2. INJUNCTIVE RELIEF: REFORMULATION OR WARNINGS

2.1 Commitment to Reformulate or Provide Warnings

Commencing on the Compliance Date and continuing thereafter, all Products Pelsis manufactures, imports, or distributes for sale or resale in or into California, directly or indirectly through any downstream customer or other entity in its chain of distribution, shall meet the Reformulation Standard for Reformulated Products defined by Section 2.2, below, or comply with the clear and reasonable warning requirements of Section 2.3, below.

2.2 Reformulation Standard

For purposes of this Agreement, "Reformulated Products" are defined as Products containing di(2-ethylhexyl) phthalate ("DEHP") in a maximum concentration of 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 (ILAC). For purposes of compliance with this reformulation standard, testing samples shall be prepared and extracted using Consumer Product Safety Commission (“CPSC”) methodology CPSCCH-C1001.09.3 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.

2.3 Clear and Reasonable Consumer Warnings

Commencing on the Compliance Date and continuing thereafter, for all Products that are not Reformulated Products as defined by Section 2.2, above, Pelsis shall provide clear and reasonable warnings in accordance with this Section and pursuant to Title 27 California Code of Regulations § 25600, et seq., as amended from time to time. 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 and shall be provided in a manner such that it is clearly associated with the specific Product to which the warning applies.

(a) Warning. The Warning shall consist of one of the following statements:

⚠WARNING: This product can expose you to chemicals including di(2-ethyhexyl) phthalate (DEHP), 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.

(b) Short-Form Warnings. Pelsis may, but is not required to, use the following short-form warnings (“Short-Form Warning”), subject to the additional requirements in Sections 2.4 and 2.5, below, as follows:

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

- Or -

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

- Or -

The following warning statement may be used on Products containing DEHP manufactured and labeled prior to January 1, 2028:

⚠ WARNING: This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. For more information: www.P65Warnings.ca.gov

(c) **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 such other language(s) in addition to English.

2.4 Product Warnings

Commencing on the Compliance Date and continuing thereafter, for all Products sold and/or offered for sale in California that do not meet the definition of “Reformulated Products” established by Section 2.2, above, Pelsis shall affix a warning to the Product label or otherwise directly on Products provided for sale to California consumers and to customers with retail outlets in California or California distribution. For purposes of this Agreement, “Product label” means any display of written, printed or graphic material printed on or affixed to a Product or its immediate container or packaging. A warning provided pursuant to section 2.3(a) or (b) 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 yellow, the symbol may be in black and white. The entire warning shall appear in at least 6-point type and no smaller than the largest type size used for other consumer information on the Products.

2.5 Internet Warnings

If, after the Compliance Date, Pelsis sells Products other than Reformulated Products via the internet, either directly, or indirectly through downstream customers Pelsis knows or reasonably should know sell Products in or into California online via the internet, Pelsis shall provide warnings for each Product both on the Product label in accordance with Section 2.4, above, and by prominently displaying, or requiring the warning to be prominently displayed to the consumer during the purchase of the Product 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 Products via the internet shall appear (a) on the same web page on which the Products are displayed; (b) via a clearly marked hyperlink using the word “**WARNING**” or the words “**CA WARNING**” or “**CALIFORNIA WARNING**” on the product display page that links to the warning; or (c) an otherwise prominently displayed warning provided to the purchaser prior to completing the purchase (which does not include a warning in the general content section of the website). For third-party websites where Pelsis knows or reasonably should know the Products will be sold, Pelsis shall notify such sellers the Products must be accompanied by a warning, prior to and as a condition of sale, in or into California, and shall supply the warning requirements to such customers, pursuant to this Section

3. MONETARY SETTLEMENT TERMS

3.1 Civil Penalty

Pursuant to Health and Safety Code § 25249.7(b), Pelsis agrees to pay a civil penalty of \$1,500 within fifteen (15) days of the Effective Date. Pelsis’ 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. Pelsis shall issue its payment in two checks made payable to: (a) “**OEHHA**” in the amount of \$1,125; and (b) “**Seven Hills LLP in Trust for Keep America Safe and Beautiful**” in the amount of \$375. KASB’s counsel shall deliver to OEHHA and KASB their respective portion of the penalty payment.

3.2 Reimbursement of Attorneys' Fees and Costs

After the Parties finalized all other material settlement terms KASB and Pelsis negotiated Pelsis' reimbursement of a portion of KASB's attorneys' and fees and costs to be paid to KASB's counsel. The Parties did so pursuant to 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. Accordingly, within fifteen (15) days of the Effective Date, Pelsis agrees to issue a check in the amount of \$18,000 payable to "Seven Hills LLP" for all fees and costs incurred investigating, bringing this matter to Pelsis' attention, negotiating a settlement in the public interest, and reporting its terms to Office of the California Attorney General pursuant to Section 9, below.

3.3 Payments

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

Seven Hills LLP
Attn: Laralei Paras, Esq.
1 Embarcadero Center, Suite 1200
San Francisco, CA 94111

4. CLAIMS COVERED AND RELEASED

4.1 KASB's Release of Pelsis

This Agreement is a full, final and binding resolution between KASB, as an individual and *not* on behalf of the public, and Pelsis, 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 Pelsis, its parents, subsidiaries, affiliated entities under common ownership including: directors, officers, employees, attorneys, and each entity to whom Pelsis 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 the alleged or actual failure to warn under

Proposition 65 about exposures to DEHP in Products manufactured, packaged, labeled, distributed, sold and/or offered for sale by Pelsis before the Compliance Date, as alleged in the Notice.

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 DEHP in the Products manufactured, distributed, sold and/or offered for sale by Pelsis, before the Compliance Date (collectively, "Claims"), against Pelsis and Releasees.

The Parties further understand and agree that this Section 4.1 release shall neither extend (a) upstream to any individual or entity that manufactured the Products or any component parts thereof, or any manufacturer, distributor or supplier who sold the Products or any component parts thereof to Pelsis. Nor shall this Section 4.1 release extend downstream to any Releasee or other customer of Pelsis who has been instructed by Pelsis pursuant to Section 2.5 to provide a warning on Products that are not Reformulated Products and who fails to do so. Nothing in this Section shall affect KASB's right to commence or prosecute an action under Proposition 65 against a Releasee or any other entity that does not involve Pelsis' Products.

4.2 Pelsis' Release of KASB

Pelsis, on its own behalf and on behalf of its past and current agents, representatives, attorneys, successors, and assignees, hereby waives any and all claims against KASB and its attorneys and other representatives, for any and all actions taken or statements 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 with respect to the Products.

4.3 Mutual Release of California Civil Code Section 1542

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 behalf of itself only, on one hand, and Pelsis on behalf of itself only, on the other hand, acknowledge that this Agreement is expressly intended to cover and include all such claims up through the Compliance Date. The Parties acknowledge that the claims released in Sections 4.1 and 4.2 may include unknown claims, and nevertheless waive California Civil Code section 1542 as to any such unknown 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 Pelsis each acknowledge and understand the significance and consequences of this specific waiver of California Civil Code § 1542.

4.4 Compliance With Agreement

Compliance with the terms of this Agreement shall be deemed to constitute compliance with Proposition 65 by any of the Released Parties regarding alleged exposures to DEHP in the Products as set forth in the Notice.

5. PUBLIC BENEFIT

It is Pelsis's understanding that the commitments it has agreed to herein, and actions to be taken by Pelsis under this 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 Pelsis 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 Pelsis' alleged failure to provide a warning concerning actual or alleged exposure to lead prior to use of the Products it has manufactured, distributed, sold, or offered for sale in California, or will manufacture, 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 Agreement, provided that Pelsis is in material compliance with this Agreement.

6. 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.

7. 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 Pelsis from its obligation to comply with any pertinent state or federal law or regulation.

8. 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 Pelsis:

Greg Sperla
DLA Piper LLP (US)
555 Mission Street, Suite 2400
San Francisco, CA 94105

For KASB:

Brian C. Johnson
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.

9. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement may be executed in counterparts and by electronic or facsimile signature(s), each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same document.

10. 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).

11. ENTIRE AGREEMENT

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

12. MODIFICATION


This Agreement may be modified only by a written agreement of the Parties. In the event the Parties elect to modify this agreement KASB and its counsel agree to report the modified agreement to the California Attorney General’s office within five days of its execution by the Parties, consistent with Section 10, above.

13. AUTHORIZATION

The undersigned are authorized to execute this Agreement on behalf of their respective Parties and have read, understand, and agree to all of the terms and conditions set forth in this Agreement.

AGREED TO:


Date: Jun 16, 2026

By: 

Lance Nguyen, CEO
Keep America Safe and Beautiful

AGREED TO:

Date: Jun 15 2026

By: 

Anthony Wymore, Director
Pelsis North America Ltd.