

SETTLEMENT AGREEMENT

1. INTRODUCTION

1.1 Parties

This Settlement Agreement is entered into by and between:

Michael DiPirro

(referred to herein as “DiPirro”) and,

Aquarium Co-Op LLC

(referred to herein as “Noticed Party”).

DiPirro is an individual residing in California who allegedly seeks to promote awareness of exposures to toxic chemicals and to improve human health by reducing or eliminating hazardous substances contained in consumer products. Noticed Party employs ten or more persons and allegedly is 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, imports, sells, or distributes for sale, in the State of California products containing lead and lead compounds without first providing the clear and reasonable exposure warning required by Proposition 65. Lead and lead compounds is listed pursuant to Proposition 65 as a chemical that is known to the State of California to cause cancer and birth defects or other reproductive harm (hereinafter the “Listed Chemical”).

1.3 Product Description

The products covered by this Settlement Agreement are Plant Weights containing the Listed Chemical that are manufactured, sold, or distributed for sale in California by the Noticed Party, including, but not limited to the: Aquarium Plant Weights (the “Products”).

1.4 Notice of Violation

On or about September 3, 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 Products expose users to the Listed Chemical. 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 it has manufactured, sold, or distributed for sale in California, including the 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 the day the final requisite signature is applied to the Settlement Agreement and both parties have notice thereof.


2. INJUNCTIVE RELIEF: PRODUCT WARNINGS

2.1 Product Warnings. Commencing within sixty (60) days of the Effective Date for any of the Noticed Party’s Products that contain more than 0.009 percent (90 parts per million) of the Listed Chemical and are shipped to any California resident consumer, or any agent, distributor, or affiliated company working on behalf of the Noticed Party, for potential sale to California consumers, the Noticed Party shall provide a clear and reasonable warning on the label of each Product as set forth in Section 2.3.

Each warning shall be displayed with such conspicuousness as compared with other words, statements, designs, or devices as to render it likely to be seen and understood by an ordinary individual under customary conditions of purchase or use. Each warning shall be provided in a manner such that the consumer or user understands to which specific Product the warning applies, so as to minimize the risk of consumer confusion.


2.2 Internet Warnings. In addition to the warning specified in Section 2.1 above, for all Products that the Noticed Party offers for sale directly to consumers in California via the internet, or knows are sold on third-party websites, the Noticed Party shall provide a warning for such Products to the California consumer 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 Product is displayed; (b) on the same web page as the order form for a Product; (c) on the same web page as the price for any 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 or CA] 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 set forth 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 Product’s packaging):

- 1)  **“WARNING:” [or] “CA WARNING:” [or] “CALIFORNIA WARNING:”** This product can expose you to lead and lead compounds 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.


OR

SHORT FORM

- 2)  **“WARNING:” [or] “CA WARNING:” [or] “CALIFORNIA WARNING: Risk of cancer and reproductive harm from exposure to lead and lead**


compounds. See www.P65Warnings.ca.gov.

OR

- SHORT FORM** 3)  **WARNING:**” [or] “**CA WARNING:**” [or] “**CALIFORNIA WARNING:** Can expose you to lead and lead compounds, a carcinogen and reproductive toxicant. See www.P65Warnings.ca.gov.

OR

**SHORT FORM ON
A PRODUCT
MANUFACTURED/
LABELED PRIOR
TO 1/1/28,
REGARDLESS OF
DATE OF SALE**

- 4)  **WARNING:** Cancer and Reproductive Harm—
www.P65Warnings.ca.gov.

**For Products manufactured and labeled after 1/1/2028,
the short form warning must include the name of at
least one Listed Chemical as shown in options 2) and 3)
above.**

The parties agree that the Noticed Party shall be deemed to be in compliance with this Settlement Agreement by either adhering to Section 2 of this Settlement Agreement or by complying with warning regulations adopted by the State of California’s Office of Environmental Health Hazard Assessment (“OEHHA”) applicable to the Product and the exposures at issue after the Effective Date. No Proposition 65 warning shall be required as to any Products that are already in the stream of commerce or inventory as of the Effective Date through sixty (60) days after the Effective Date.

2.4 Foreign Language Requirement. Where a product sign, label or shelf tag used to provide a warning includes “consumer information,” as that term is defined in Title 27, California Code of Regulations, Section 25600.1(c) as it may be amended from time to time, in a language other than English, the Warning must also be provided in that language in addition to English.**2.5**

Correction Notice. In the event that the Noticed Party is allegedly non-compliant with Section 2 of this Agreement, DiPirro shall provide the Noticed Party with written notice of non-compliance for the Products (the “Compliance Notice”). The Noticed Party, upon receiving the Compliance Notice, may bring Products into compliance or demonstrate that Products are already compliant within thirty (30) days of receipt of the Compliance Notice. If Products are brought into

compliance or demonstrated to be compliant during this period, DiPirro shall take no further action, provided that the Noticed Party can demonstrate that such non-compliance occurred despite taking good faith efforts to comply with its obligations hereunder.

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 \$500 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 ("OEHHA") and the remaining 25% of the penalty remitted to DiPirro. Counsel for DiPirro agree to forward such funds to OEHHA in a timely manner.

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, thereby leaving this fee issue to be resolved after the material terms of the agreement had been settled. The Noticed Party then expressed a desire to resolve the fee and cost issue shortly after the other settlement terms had been finalized. The parties then attempted to (and did) reach an accord on the compensation due to DiPirro and his 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. The Noticed Party shall pay a total of \$39,000 for a portion of 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, and negotiating a settlement in the public interest.

5. PAYMENT AND FORM 1099

5.1 Payment. The complete settlement payment in the amount of \$39,500 shall be sent within six 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 form of a cashier’s check within three (3) calendar days of notification of insufficient funds. Counsel for DiPirro agree to forward the portions of the settlement payment allocable to OEHHA and Mr. DiPirro in a timely manner.

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 Settlement 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 the Noticed Party, its parents, subsidiaries, affiliated entities under common ownership, directors, officers, employees, attorneys, and each entity to whom the Noticed Party directly or indirectly distributes or sells the Products (“Releasees”), including its downstream distributors and retailers and upstream suppliers and manufacturers, for unwarned exposures to the Listed Chemical from the Products manufactured, distributed, sold or distributed for sale in California by the Noticed Party prior to the Effective Date through sixty (60) days after 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/or 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 Chemical from Products distributed, sold, or distributed for sale in California by the Noticed Party prior to the Effective Date.

This release shall also cover any Products that are in the stream of commerce or in inventory within sixty (60) days of the Effective Date.

6.2 DiPirro and DiPirro's Counsel's Representation and Warranty

DiPirro and his counsel, on behalf of themselves, counsel's law firm, and all other lawyers co-advising on this matter represent and warrant that as of DiPirro's execution of this Settlement Agreement, they (i) are unaware of any additional claims against the Noticed Party outside of those addressed in this Agreement; (ii) are unaware of, and have not been informed of, any other individual, plaintiff, class member, entity, or attorney that intends to bring a claim against the Noticed Party, including, but not limited to, any claim regarding the Noticed Party's products and/or any claim related to Proposition 65, although DiPirro actively investigates and may find something in the future; and (iii) have no present intention to solicit others to initiate claims against the Noticed Party. DiPirro and his counsel further represent and warrant that they have not assigned or otherwise transferred, or attempted to assign or transfer, any claims against the Noticed Party, although the Proposition 65 investigation is ongoing and may result in future enforcement against the Noticed Party for products other than the Product. This release shall not in any way hinder DiPirro's ability to bring 60-Day Notices for possible future violations for products other than the Product.

6.3 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 made (or those that could have been taken or made) by DiPirro and his attorneys and other representatives, whether in the course of investigating claims, otherwise seeking to enforce Proposition 65 against it in this matter, or with respect to the Products.

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; provided, however, that if the unenforceable provision is material to this Settlement Agreement, the parties shall in good faith negotiate a lawful and enforceable provision that most closely reflects the parties' original intent, and if they are unable to do so, either party may terminate this Settlement Agreement upon written notice.

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 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 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 Aquarium Co-Op LLC:

Sedina Banks

Sherry Jackman

Greenberg Glusker LLP
2049 Century Park East, Suite 2600
Los Angeles, CA, 90067

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.

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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: March 25, 2026

By:  _____
Michael DiPirro

AGREED TO:

March 26, 2026

Date:

By:  _____
Aquarium Co-Op LLC
Print Name: Randy Reed
Title: Vice President