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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 Equinavia, LLC ("**Equinavia**"), with KASB and Equinavia 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 that chemicals known to the State of California to cause cancer, birth defects or other reproductive harm are disclosed in or eliminated from consumer products sold in California. Equinavia is a person in the course of doing business for purposes of California Health & Safety Code § 25249.11(b).

1.2 Consumer Product Description

KASB alleges that Equinavia manufactures, imports, sells, and distributes for sale in California riding crops including, but not limited to, *42197-BL-50 (US 20) Horze Darrel jumping bat, UPC: 4063634160089,* and horse boots with vinyl components, including but not limited to, *Horze Reflective Boots 29306 - OR – M, UPC: 6438076213699,* containing di(2-ethylhexyl)phthalate ("**DEHP**") without providing the health hazard warning that KASB alleges is required by California Health & Safety Code § 25249.5 *et seq.* ("**Proposition 65**"). Riding crops and horse boots with vinyl components are referred to collectively hereinafter 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 July 3, 2025, KASB served Equinavia, the California Attorney General, and the requisite public enforcement agencies with a 60-Day Notice of Violation ("**Notice**"), alleging Equinavia violated Proposition 65 by failing to warn its customers and consumers in California that its riding crops can expose users to DEHP. On September 30, 2025, KASB served the

Docusign Envelope ID: 6558E208-C2CD-8FB3-81FE-9EFA59D260B3

same parties and entities with a Supplemental 60-Day Notice of Violation (collectively with Notice, "**Notices**") alleging Equinavia 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 Notices.

1.4 No Admission

Equinavia denies the factual and legal allegations contained in the Notices and maintains that all products it has sold or distributed for sale in California, including the Products, 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 Equinavia of any fact, finding, conclusion of law, issue of law, or violation of law, all such being specifically denied by Equinavia. This section shall not, however, diminish or otherwise affect Equinavia'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 all Parties.

2. INJUNCTIVE RELIEF: REFORMULATION OR WARNINGS

2.1 Commitment to Reformulate or Warn

Commencing on the Effective Date and continuing thereafter, all Products Equinavia 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 meet the Reformulation Standard for Reformulated Products, as defined by Section 2.2, or be accompanied by a clear and reasonable warning pursuant to Section 2.3.

2.2 Reformulation Standard

For purposes of this Agreement, "Reformulated Products" are defined as Products which, if they contain DEHP in any accessible component, contain 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

Docusign Envelope ID: 6558E208-C2CD-8FB3-81FE-9EFA59D260B3

Administration/Environmental Protection Agency, the National Environmental Laboratory Accreditation Program, or a member accreditation body of the International Laboratory Accreditation Cooperation. For purposes of compliance with this reformulation standard, testing samples shall be prepared and extracted using Consumer Product Safety Commission ("**CPSC**") methodology CPSC-CH-C1001.09.3 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, or any successor or equivalent methodologies.

2.3 Clear and Reasonable Warnings

Commencing by the Effective Date, Equinavia 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) Warnings

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 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 and reproductive harm from exposure to di(2-ethylhexyl)phthalate (DEHP). See www.P65Warnings.ca.gov.

Option 3:

Docusign Envelope ID: 6558E208-C2CD-8FB3-81FE-9EFA59D260B3

> ⚠**WARNING** [or] **CA WARNING** [or] **CALIFORNIA WARNING:** Can expose you to di(2-ethylhexyl)phthalate (DEHP), a carcinogen and 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:
>
> ⚠**WARNING:** Cancer and 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.

Equinavia shall affix a warning to the Product label or otherwise directly on Products 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**" "**CA WARNING**" or "**CALIFORNIA WARNING**" in all capital letters and in bold font. The warning symbol to the left of the word "**WARNING**", "**CA WARNING**" or "**CALIFORNIA 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 and appear in at least 6-point type.

(d) Internet Warnings.

If, after the Effective Date, Equinavia 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 that Equinavia knows sells or distributes Products into California, Equinavia shall provide warnings for each Product both on

Docusign Envelope ID: 6558E208-C2CD-8FB3-81FE-9EFA59D260B3

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

3. MONETARY SETTLEMENT TERMS

3.1 Civil Penalty

Pursuant to Health and Safety Code § 25249.7(b), Equinavia agrees to pay a civil penalty of $1,000 by October 15, 2026. Equinavia'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. Equinavia shall issue its payment in two checks made payable to: (a) "OEHHA" in the amount of $750; and (b) "Seven Hills LLP in Trust for Keep America Safe and Beautiful" in the amount of $250. KASB's counsel shall deliver to OEHHA and KASB their respective portion of the penalty payment.

Docusign Envelope ID: 6558E208-C2CD-8FB3-81FE-9EFA59D260B3

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.

Equinavia shall pay a total sum of $12,000 for all fees and other costs incurred investigating, bringing this matter to Equinavia's attention, negotiating a settlement in the public interest, and reporting its terms to Office of the California Attorney General pursuant to Section 10. The attorneys' fees and costs payments shall be made as detailed in subsection (a) and shall be subject to its terms.

(a) Attorneys' Fees & Costs: Installment Agreement Terms & Timing

Equinavia agrees to provide the attorneys' fees and costs payments due under this Agreement in the form of 6 monthly installments, due by the 15th of each month, commencing with the first check by October 15, 2026, and completing with the final check by March 15, 2027. The Parties agree the payment of attorneys' fees and costs, totaling $12,000, shall be broken into six even installment payments of $2,000. All payments under this Section shall be made in the form of individual checks payable to "Seven Hills LLP" and delivered to the address below, in Section 3.3.

Equinavia agrees and understands, should any installment payment due under this Section or this Agreement fail due to insufficient funds, KASB shall advise Equinavia in the manner set forth in Section 8, and will provide Equinavia ten (10) business days, calculated from the date notice is provided, to cure any non-compliance under this Agreement, pursuant to this Section, before any remaining payments become due and payable. In the event Seven

Docusign Envelope ID: 6558E208-C2CD-8FB3-81FE-9EFA59D260B3

Hills LLP incurs fees for any returned checks, Equinavia agrees to reimburse KASB's counsel for such fees.

Equinavia acknowledges that, until the last installment payment is deposited and clears with sufficient funds, KASB reserves the right to institute a proceeding based on breach of or failure to perform under a contract, or any other remedy allowable under law. In the event any such action is brought, Equinavia retains all defenses and does not hereby waive any potential defenses.

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: Laralei Paras
1 Embarcadero Center, Suite 1200
San Francisco, CA 94111

3.4 Tax Documentation

KASB agrees to provide IRS W-9 forms for each of the payees under this Agreement. The Parties acknowledge that Equinavia cannot issue any settlement payments pursuant to Section 3.1 and 3.2 above until after Equinavia receives the requisite W-9 forms from KASB.

4. CLAIMS COVERED AND RELEASED

4.1 KASB's Release of Equinavia

This Agreement is a full, final and binding resolution between KASB, as an individual and *not* on behalf of the public, and Equinavia, 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 Equinavia and each of its subsidiaries, affiliated entities, owners, directors, officer, members, managers, employees, attorneys and each entity to whom Equinavia 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

Docusign Envelope ID: 6558E208-C2CD-8FB3-81FE-9EFA59D260B3

failure to warn under Proposition 65 about alleged exposures to DEHP contained in the Products that were sold and shipped by Equinavia 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 DEHP in the Products sold and shipped by Equinavia, before the Effective Date (collectively, "**Claims**"), against Equinavia 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 Equinavia, nor (b) to Releasees who have been instructed by Equinavia pursuant to Section 2.3(d) to provide a warning on Products that are not Reformulated Products 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 Equinavia's Products.

4.2 Equinavia's Release of KASB

Equinavia, on behalf of itself, 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 (or those that could have been taken or made) by KASB and its attorneys and other representatives, whether in the course

Docusign Envelope ID: 6558E208-C2CD-8FB3-81FE-9EFA59D260B3

of investigating claims or otherwise seeking to enforce Proposition 65 against it in this matter with respect to the Products.

4.3 Deemed Compliance with Proposition 65

The Parties agree that compliance by Equinavia with this Agreement constitutes compliance with Proposition 65 with regard to exposure to DEHP from the Products.

5. PUBLIC BENEFIT

It is Equinavia's understanding that the commitments Equinavia has agreed to herein, and actions to be taken by Equinavia under this Agreement, would 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. It is the intent of Equinavia that to the extent any other private party initiates an action alleging a violation of Proposition 65 with respect to Equinavia's alleged failure to provide a warning concerning exposure to DEHP prior to use of the Products it has manufactured, distributed, sold, or offered 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 Equinavia 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 Equinavia 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:

Docusign Envelope ID: 6558E208-C2CD-8FB3-81FE-9EFA59D260B3

For Equinavia:

Kim Sim Sandell, Esq.
Thompson Hine LLP
2049 Century Park East, Suite 3500
Los Angeles, CA 90067

For KASB:

Laralei Paras, 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.

9. 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.

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 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.

12. MODIFICATION

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

Docusign Envelope ID: 6558E208-C2CD-8FB3-81FE-9EFA59D260B3

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: 10/12/2026

By: _____

Lance Nguyen, CEO
Keep America Safe and Beautiful

AGREED TO:

Date: 10/9/2026

By: Signed by: Phyllis Wynne 2B4993BBB30948C...

Phyllis A. Wynne, VP Finance
Equinavia, LLC