

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 Duncraft, LLC (“**Duncraft**”), with KASB and Duncraft each individually referred to as a “**Party**” and, collectively, the “**Parties.**” KASB is a California-based non-profit organization allegedly 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. KASB alleges Duncraft 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 Duncraft manufactures, imports, sells, and distributes for sale in California bird feeders with vinyl components containing Di(2-ethylhexyl)phthalate (“**DEHP**”), including, but not limited to, *Duncraft Wild Bird Superstore Cardinal Classic 742*, without providing the health hazard warning that KASB alleges is required by California Health & Safety Code § 25249.5 *et seq.* (“**Proposition 65**”). Bird feeders with vinyl components are referred to 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 or about January 7, 2026, KASB served Duncraft, and alleges it served the California Attorney General, and the requisite public enforcement agencies with a 60-Day Notice of Violation (“**Notice**”), alleging Duncraft violated Proposition 65 by failing to warn its customers and consumers in California that its Products can expose users to DEHP. To the best of the Parties’ knowledge, no public enforcer has commenced and is diligently prosecuting an action to enforce the allegations in the Notice.

1.4 No Admission

Duncraft 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, 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 Duncraft of any fact, finding, conclusion of law, issue of law, or violation of law. This section shall not, however, diminish or otherwise affect Duncraft'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 and the signature pages have been exchanged.

2. INJUNCTIVE RELIEF: REFORMULATION OR WARNINGS

2.1 Commitment to Reformulate or Warn

Commencing on the Effective Date and continuing thereafter, all Products Duncraft manufactures, imports, sells, ships, and/or distributes for sale in or into California, directly and/or—if applicable—through one or more third party retailers or e-commerce marketplaces (if Duncraft knows or should know such retailers or marketplaces distribute for sale Products in California), shall either (i) meet the Reformulation Standard for Reformulated Products, as defined by Section 2.2, or (ii) 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, 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 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 or 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 matrix.

2.3 Clear and Reasonable Warnings

Commencing on or before the Effective Date, Duncraft shall provide clear and reasonable warnings for all Products, that are not Reformulated Products, sold to consumers in California or offered for sale in California, in accordance with this Section pursuant to Title 27 California Code of Regulations § 25600, et seq.

2.3.1 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:

⚠ 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.

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 is clearly associated with the specific Product to which the warning applies.

2.3.2 Foreign Language Requirement. Where a consumer product sign, label or shelf tag used to provide a warning includes “consumer information” as defined in Cal. Code Regs. tit. 27, Cal. Code Regs. tit. 27, § 25600.1(c) in language(s) other than English, the warning must also be provided in the other language(s) in addition to English.

2.3.3 On-Product Warnings. Duncraft shall affix a warning to the Product label or otherwise directly on Products it knows or should know are provided for sale to consumers located in California and, if applicable, to customers it knows or should know have retail outlets in California, nationwide distribution, or e-commerce platforms it knows or should know 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 or wrapper. A warning provided pursuant to section 2.3.1 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 the color yellow, the symbol may be in black and white. If Duncraft uses any of the warning options 2-4 in Section 2.3.1, the entire warning shall be set off from other surrounding information, enclosed in a box and appear in at least 6-point type.

2.3.4 Internet Warnings. If, after the Compliance Date, Duncraft directly sells Products, that are not Reformulated Products, to consumers located in California via the internet, Duncraft shall additionally prominently display the warning to customers on the internet website prior to purchase or during the checkout process such that the consumer does not have to seek out the information being provided. The warning or a clearly marked hyperlink to the warning using the word “**WARNING**” and given in conjunction with the sale of the Products via the internet, shall appear either: (a) on the same web page the Products are displayed; (b) on the same web page as the virtual cart displaying the Products; (c) on the same page as the price for the Products; or (d) on one or more web pages displayed to a purchaser during the checkout process. If Duncraft sells, ships, or distributes Products to third-party retailers or e-commerce marketplaces that Duncraft knows or should know sell or distribute Products into California,

Duncraft will advise 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), Duncraft agrees to pay a civil penalty of \$1,000 within fifteen (15) business days of the Effective Date. Duncraft'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. Duncraft shall issue its payment in two checks made payable to: (a) "OEHHA" in the amount of \$750; and (b) "Seven Hills 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.

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. Within fifteen (15) business days of the Effective Date, Duncraft agrees to issue a check in the amount of \$17,500 payable to "Seven Hills LLP" for a portion of fees and costs incurred investigating, bringing this matter to Duncraft's attention, negotiating a settlement allegedly in the public interest, and reporting its terms to Office of the California Attorney General pursuant to Section 9.

3.3 Payments

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

Seven Hills LLP
1 Embarcadero Center, Suite 1200
San Francisco, CA 94111

Payments due under this Agreement may also be sent via wire transfer.

4. CLAIMS COVERED AND RELEASED

4.1 KASB's Release of Duncraft

This Agreement is a full, final and binding resolution between KASB, as an individual and *not* on behalf of the public, and Duncraft, 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 Duncraft and each entity to whom Duncraft directly and/or indirectly distributes or sells Products, including, but not limited to, downstream distributors, wholesalers, online marketplaces, customers, retailers, franchisees, cooperative members, and licensees (collectively, "**Releasees**"), based on their failure to warn under Proposition 65 about alleged exposures to DEHP contained in the Products that were manufactured, distributed, sold and/or offered for sale by Duncraft in California before the Effective 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 Duncraft, before the Effective Date (collectively, “**Claims**”), against Duncraft and Releasees.

The Parties further understand and agree that this Section 4.1 release shall not 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 Duncraft, or (b) to Releasees who have been instructed by Duncraft pursuant to Section 2.3.4 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 Duncraft’s Products.

4.2 Duncraft’s Release of KASB

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

4.3 Public Benefit

It is the Parties’ understanding that the commitments Duncraft has agreed to herein, and actions to be taken by Duncraft 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 Duncraft that to the extent any other private party initiates an action alleging a violation of Proposition 65 with respect to Duncraft’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 Duncraft is in material compliance with this Agreement.

5. 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; provided, however, that if the unenforceable provision is material to this 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 Agreement upon written notice.

6. 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 Duncraft from its obligation to comply with any pertinent state or federal law or regulation.

7. 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 Duncraft:

Sherry Jackman, Esq.
Sedina Banks, Esq.
Kaylinn Charnley, Esq.
Greenberg Glusker LLP
2049 Century Park East, Suite 2600
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.

8. COUNTERPARTS 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.

9. 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).

10. 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.

11. MODIFICATION

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

12. 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: 05/30/2026

By: 
Lance Nguyen, CEO
Keep America Safe and Beautiful

AGREED TO:

Date: 5/29/2026 | 6:52 PM EDT

By: 
Shelby Kimball, CEO
Duncraft, LLC