

SETTLEMENT AND RELEASE AGREEMENT

1. **INTRODUCTION**

1.1. **Keep America Safe and Beautiful and Piping Rock Health Products, Inc.**

This Settlement Agreement is entered into by and between Keep America Safe and Beautiful ("KASB"), represented by its attorneys KJT Law Group, LLP on the one hand, and Piping Rock Health Products, Inc. ("PIPING ROCK"), on the other hand, with KASB and PIPING ROCK collectively referred to as the "Parties."

1.2. **General Allegations**

KASB alleges that PIPING ROCK either manufactured, and/or distributed, and/or sold, and/or offered for sale in the State of California, certain products containing Lead and that such sales have not included warnings pursuant to the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health & Safety Code sections 25249.6 *et seq.* ("Proposition 65"). California has identified and listed Lead under Proposition 65 as a chemical known to the State of California to cause cancer and birth defects or other reproductive harm.

1.3. **Product Description**

The product covered by this Settlement Agreement is defined as PipingRock.com – Always the Best for Less – Crystallized Ginger – UPC # 60220 531941, which PIPING ROCK has either sold, and/or offered for sale, and/or manufactured, and/or distributed in California. All such items shall be referred to herein as the "Covered Product."

1.4. **Notice of Violation**

On February 19, 2026, KASB served PIPING ROCK and the requisite public enforcement agencies eligible to initiate Proposition 65 actions on behalf of the People of the State of California with documents entitled "60-Day Notice of Violation" ("Notice") that

provided PIPING ROCK and such public enforcers with notice that PIPING ROCK was allegedly in violation of California Health & Safety Code section 25249.6 for failing to warn consumers and customers that the Covered Product exposed users in California to Lead. To the best of the Parties' knowledge, no public enforcer has commenced or is diligently prosecuting the allegations set forth in the Notice.

1.5. No Admission

The Parties enter into this Settlement Agreement to settle disputed claims between them as set forth herein and in the Notice concerning PIPING ROCK's compliance with Proposition 65. Specifically, PIPING ROCK denies the allegations contained in KASB's Notice and maintains that all products that it has placed for sale and distribution in California, including the Covered Products, have been and are in compliance with Proposition 65 and any other statutory, regulatory, common law or equitable doctrine. Nothing in this Settlement Agreement shall be construed as an admission against interest by PIPING ROCK of any fact, finding, issue of law, or violation of law; nor shall compliance with this Settlement Agreement constitute or be construed as an admission against interest by PIPING ROCK of any fact, finding, conclusion, issue of law, or violation of law, such being specifically denied by PIPING ROCK. However, nothing in this section shall diminish or otherwise affect the obligations, responsibilities, and duties of PIPING ROCK under this Settlement Agreement.

1.6. Effective Date

For purposes of this Settlement Agreement, the term "Effective Date" shall mean the date this Settlement Agreement is fully executed and both Parties have notice of such execution.

2. INJUNCTIVE RELIEF

Beginning on the date that is ninety (90) days after Effective Date (the “Compliance Date”), PIPING ROCK shall be permanently enjoined from manufacturing for sale in the State of California any Covered Products that expose a person to a “Daily Lead Exposure Level” of more than 0.5 micrograms of Lead per day, unless it meets the warning requirements under Section 2.2.

The injunctive relief in this Section 2 does not apply to any Covered Product manufactured prior to the Compliance Date and all claims as to such Covered Products are released in this Settlement Agreement in Section 6.

For purposes of this Settlement Agreement, "Daily Lead Exposure Level" shall be measured in micrograms, and shall be calculated using the following formula: micrograms of lead per gram of product, multiplied by grams of product per serving of the product as stated on the Covered Product label, multiplied by servings of the product per day stated on the Covered Product label, which equals micrograms of lead exposure per day. If the Covered Product label contains no recommended daily servings, then the number of recommended daily servings shall be one.

2.1 Clear and Reasonable Warnings

If PIPING ROCK is required to provide a warning pursuant to Section 2.1, one of the following warnings may be utilized.

Option 1:

WARNING: Consuming this product can expose you to chemicals including lead, 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/food.

Option 2:

WARNING: Can expose you to lead, a [carcinogen and] reproductive toxicant. See www.P65Warnings.ca.gov/food.

Option 3:

WARNING: Risk of [cancer and] reproductive harm from exposure to lead. See www.P65Warnings.ca.gov/food.

PIPING ROCK also shall be entitled to use any form of “Safe Harbor” warning in effect and applicable to a Covered Product and chemical at issue at the time of manufacture. The phrase "cancer and" or “carcinogen and” shall be used in a Warning for lead if the exposure level to lead is greater than 15 micrograms of lead per day.

The applicable warning shall be securely affixed to or printed upon the label of each Covered Product, and it must be set off from other surrounding information and in a box. For purposes of this Settlement Agreement, the term "label" means a display of written, printed or graphic material that is printed on or affixed to a Covered Product or its immediate container, consumer packaging or wrapper. If consumer information on the package is in a foreign language, the warning must also be provided in the foreign language. In addition, for any Covered Product PIPING ROCK sells on its own proprietary website, the warning shall appear on any one of the Covered Product display page, the website checkout page, or through a clearly marked hyperlink using the word "WARNING" in all capital and bold letters or otherwise provided prior to completion of purchase when a California delivery address is indicated for any purchase of any Covered Product. If a hyperlink is used, the hyperlink must go directly to a page prominently displaying the warning applicable to the chemical(s) at issue in the Covered

Product. No warnings shall be required under this Settlement Agreement for Covered Products that are not sold to California consumers.

3. PUBLIC BENEFIT

It is the Parties' understanding that the commitments PIPING ROCK has agreed to herein, and actions to be taken by PIPING ROCK under this Settlement 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 position of PIPING ROCK 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 PIPING ROCK'S alleged failure to provide a warning concerning actual or alleged exposure to lead prior to use of the Covered Products either manufactured, or distributed, or directly or indirectly sold, or offered for sale in California, or which either will be manufactured, or distributed, or directly or indirectly sold, or offer for sale in California, such private party action would not confer a significant benefit on the general public as to those Covered Products addressed in this Settlement Agreement, provided that PIPING ROCK is in material compliance with this Settlement Agreement.

4. PENALTIES PURSUANT TO HEALTH & SAFETY CODE SECTION 25249.7(b)

In settlement of all the claims referred to in this Settlement Agreement, \$1,500.00 shall be considered a "civil penalty." The civil penalty payment will be allocated in accordance with California Health & Safety Code section 25249.12(c)(1) & (d), with 75% of the funds (\$1,125.00) remitted to the California Office of Environmental Health Hazard Assessment ("OEHHA") and the remaining 25% of the penalty (\$375.00) shall be remitted to KASB.

PIPING ROCK shall make these payments on or before the date that is twenty (20) business days after the Effective Date, at which time such payments shall be made as follows:

(a) The \$375.00 payment owed to KASB shall be delivered by wire transfer to the following payment address:

Beneficiary: Keep America Safe and Beautiful
Wells Fargo Bank Routing Number: 121000248
Wells Fargo Bank Account Number: 6767279471
Beneficiary Address: 10512 Sycamore Avenue, Stanton, CA 90680-2629

(b) The \$1,125.00 payment owed to OEHHHA shall be delivered directly to OEHHHA at the following addresses:

For United States Postal Delivery:

Mike Gyurics
Fiscal Operations Branch Chief
Office of Environmental Health Hazard Assessment
P.O. Box 4010
Sacramento, CA. 95812-0410

For Non-United States Postal Service Delivery:

Mike Gyurics
Fiscal Operations Branch Chief
Office of Environmental Health Hazard Assessment
1001 "I" Street, MS #19B
Sacramento, CA 95814.

5. REIMBURSEMENT OF FEES AND COSTS

In settlement of all the claims referred to in this Settlement Agreement, \$16,000.00 shall be considered reimbursement of KASB's attorneys' fees, expert and investigation fees, and related costs associated with this matter and the Notice. The Parties reached an accord on compensation due to KASB and its counsel under the private attorney general doctrine and principles of principles of contract law. PIPING ROCK shall make this payment on or before the

date that is twenty (20) business days after the Effective Date, at which time such payment shall be made as follows:

The \$16,000.00 payment owed to KASB's counsel shall be delivered to:

KJT LAW GROUP LLP
230 Maryland Avenue, Suite 306
Glendale, CA 91206.

For all payments to all payees hereunder, KASB agrees to provide Forms W-9 (current for 2026) within one (1) business day of the Effective Date so PIPING ROCK can process the payments. KASB agrees that the due date for PIPING ROCK'S payments hereunder shall be extended for each day KASB does not provide the requisite Forms W-9.

6. RELEASE OF ALL CLAIMS

6.1. Release of PIPING ROCK, Downstream Customers and Upstream Suppliers

In further consideration of the promises and agreements herein contained, and for the payments to be made pursuant to Sections 3 through 6 above, KASB, on behalf of itself, and its principals, attorneys, and members, hereby waives all rights to institute or participate in, directly or indirectly, any form of legal action and releases all claims relating to the Covered Products, 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 limited to, investigation fees, expert fees and attorneys' fees) against PIPING ROCK, its equity owners, parent companies, corporate affiliates, subsidiaries, predecessors, successors and assigns and each of its upstream suppliers of Covered Products or any ingredients therein, and each of its distributors, wholesalers, licensors, licensees, auctioneers, and retailers (collectively "Releasees"), for any alleged violations of Proposition 65 arising from alleged exposure to Lead in relation to the Covered Product, up through the Compliance Date.

It is possible that other claims not known to the Parties arising out of the facts alleged in the Notice and relating to the Covered Product will develop or be discovered. This Settlement Agreement is expressly intended to cover and include all such claims up through the Compliance Date. KASB, in its capacity, expressly waives and relinquishes any and all rights and benefits which it may have under, or which may be conferred on it by the provisions of California Civil Code section 1542 as well as under any other state or federal statute or common law principle of similar effect, to the fullest extent that it may lawfully waive such rights or benefits pertaining to the released matters.

6.2 Compliance with Proposition 65.

On and after the Effective Date compliance with this Settlement Agreement by PIPING ROCK shall constitute compliance with Proposition 65 for the Covered Products.

7. 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. This Settlement Agreement is enforceable solely by the Parties hereto and applies to their respective predecessors, successors and/or assigns. If a dispute arises hereunder, the Parties first shall meet and confer in good faith in an effort to resolve the dispute amicably and only upon failure of such informal efforts may either Party move to resolve the dispute via judicial proceedings.

8. NOTICES

Unless specified herein, all correspondence and notices required to be provided pursuant to this Settlement Agreement shall be in writing and personally delivered or sent by: (i) first-class, (registered or certified mail) return receipt requested; or (ii) overnight courier on any party by the other party at the following addresses:

For PIPING ROCK:

Judith M. Praitis
Faegre Drinker Biddle & Reath LLP
1800 Century Park East, Suite 1500
Los Angeles, California 90067

With a copy to:

Irene B. Fisher, Esq., General Counsel
Piping Rock Health Products, Inc.
3900 Veterans Memorial Highway
Suite 200
Bohemia, NY 11716
(631) 542-5643 (Office)
ifisher@pipingrock.com

For KASB:

Tro Krikorian, Esq.
KJT Law Group, LLP
230 N. Maryland Ave., Suite 306
Glendale, CA 91206.

Any party, from time to time, may specify in writing to the other party a change of address to which all notices and other communications shall be sent. Courtesy communications may be transmitted via email.

9. COUNTERPARTS; FACSIMILE/E-SIGNATURES

This Settlement Agreement may be executed in counterparts and by facsimile or e-signatures, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

10. ENTIRE AGREEMENT

This Settlement Agreement contains the sole and entire agreement and understanding of the Parties with respect to the entire subject matter hereof, and all related prior discussions, negotiations, commitments, and understandings. No other agreements, oral or otherwise, exist to bind either of the Parties.

11. MODIFICATION

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

12. DRAFTING

No inference, assumption or presumption shall be drawn, and no provision of this Agreement shall be construed against any of the Parties, based upon the fact that one of the Parties and/or one of the Parties' attorneys prepared and/or drafted all or any portion of this Agreement. It is conclusively presumed that the Parties participated equally in the preparation and drafting of this Agreement.

13. AUTHORIZATION

The undersigned are authorized to execute this Settlement Agreement on behalf of their respective Parties and have read, understood, and agreed to all of the terms and conditions of this Settlement Agreement.

14. TERMINATION

This Settlement Agreement shall terminate without further action by either Party on the fifth (5th) anniversary of the Effective Date.

IN WITNESS WHEREOF, the Parties have agreed, accepted, and executed this Agreement on the date written.

Executed on 7/23/2026.

Keep America Safe and Beautiful



By: Lance Nguyen
Its: CEO

Executed on 7/21/26.

Piping Rock Health Products, Inc.



By: Irene Fisher
Its: Vice President and General Counsel