SETTLEMENT AGREEMENT

AG Notice Nos. 2026-02601

1. INTRODUCTION

1.1 The Parties

This settlement agreement (Settlement Agreement) is entered into by and between Jay Epps (Epps) and Tractor Supply Company (Settling Entity or TSC), with Epps and the Settling Entity referred to as the "Parties."

Epps is an individual residing in California who seeks to promote awareness of exposures to toxic chemicals and to improve human health by reducing or eliminating hazardous substances contained in consumer products. TSC employs ten or more persons. Epps alleges that TSC is a person in the course of doing business for purposes of the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health & Safety Code §§25249.5, *et seq.* (Proposition 65).

1.2 General Allegations

Epps alleges that the Settling Entity distributes, retails, and/or otherwise facilitates the sale of the products defined in subsection 1.3 below to (a) California consumers or (b) non-California consumers for which the products are shipped to an address in California (collectively, Customers), and that it does so without providing the online health hazard warning he contends is required by Proposition 65 for consumer exposures to nickel and nickel compounds (collectively, "Nickel"). Nickel is listed pursuant to Proposition 65 as a chemical known to the State of California to cause cancer.

1.3 Products

The products covered by this Settlement Agreement are welding rods containing Nickel, expressly limited to items offered for sale on tractorsupply.com ("Product" or "Products"). Products include, but are not limited to, the exemplar listed in the Notice of Violation described in subsection 1.4 below.

1.4 Notice of Violation

On June 1, 2025, Epps served the Settling Entity and certain requisite public enforcement agencies with a 60-Day Notice of Violation alleging that TSC violated Proposition 65 when it failed to warn Customers that certain welding rods expose users to Nickel (the "Notice"). To the best of the Parties' knowledge, no public enforcer has commenced and is diligently prosecuting the allegations set forth in the Notice.

1.5 No Admission

The Settling Entity denies the material, factual and legal allegations contained in the Notice and maintains that all Products sold on tractorsupply.com have been and are in compliance with all laws. Nothing in this Settlement Agreement shall be construed as either a waiver or admission by the Settling Entity of any fact, finding, conclusion of law, issue of law, or violation of law, in this or any other matter, nor shall compliance with this Settlement Agreement constitute or be construed as an admission by the Settling Entity of any fact, finding, conclusion of law, issue of law, or violation of law, the same being specifically denied by TSC. This Settlement Agreement is the product of negotiation and compromise and is accepted by the Settling Entity solely for purposes of settling, compromising, and resolving issues disputed in the Notice. This subsection shall not, however, diminish or otherwise affect the 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 date on which the last Party executes this Settlement Agreement. The term "Compliance Date" shall refer to the date that is sixty (60) days after the Effective Date.

2. INJUNCTIVE RELIEF: WARNINGS

2.1 Online Product Warnings

(a) TSC agrees, promises, and represents that, by the Compliance Date, to the extent it ships or sells Products in California, TSC will:

(1) provide the Section 2.1(b) warning for Products offered for sale through tractorsupply.com in a manner that complies with Proposition 65 and its implementing regulations governing internet purchases, including by (i) displaying the Section 2.1(b) warning on the Product's online product display page; or (ii) providing a clearly marked hyperlink using the word "WARNING," "CA WARNING," or "CALIFORNIA WARNING" on the Product's online product display page that links directly to the Section 2.1(b) warning; or (iii) providing the Section 2.1(b) warning through an otherwise prominently displayed pop-up, banner, checkout notice, or other electronic warning mechanism that is presented to the purchaser prior to completion of the purchase transaction. TSC may satisfy this obligation either by implementing the warning itself or by directing the applicable vendor or third-party seller to do so and confirming that the warning has been promptly implemented; or

(2) cease offering the Products for sale to customers with a California shipping address through tractorsupply.com unless a warning compliant with Section 2.1(b) is provided.

(b) The warnings required by Section 2.1(a) shall be provided in a conspicuous and prominent manner such that they will be likely to be read or seen by the consumer prior to or at the time of the sale or purchase:

> ⚠ **WARNING:** This product can expose you to chemicals including [nickel / nickel compounds], which is known to the State of California to cause cancer. For more information go to www.P65Warnings.ca.gov.

The warning shall use the word "nickel" in brackets only for welding rods containing nickel, and use the words "nickel compounds" in brackets only for welding rods containing nickel compounds.

TSC may alternatively use a short-form warning (Short-Form Warning) language so long as it is allowed under Proposition 65's implementing regulations. For Products manufactured and labeled after January 1, 2028, the Short-Form Warning shall consist of the following statement:

⚠ **WARNING:** Cancer risk from exposure to [nickel / nickel compounds]. See www.P65Warnings.ca.gov.

The warning shall use the word "nickel" in brackets only for welding rods containing nickel, and use the words "nickel compounds" in brackets only for welding rods containing nickel compounds.

(c) TSC shall provide written notice to the vendors and third-party sellers of the Products that Products subject to Proposition 65 may require a warning under California law, including the online warning requirements set forth in Section 2.1(b). TSC may request that such vendors and third-party sellers provide any warning information reasonably necessary for TSC to comply with its obligations under this Settlement Agreement. TSC shall not be responsible or liable for any vendor's or third-party seller's failure to comply with its independent obligations under Proposition 65.

(d) To the extent that the product information for any of the Products appears in a foreign language (e.g., if a potential purchaser chooses to review tractorsupply.com's website in Spanish, using tractorsupply.com's translation feature), the Proposition 65 warning shall appear in the same foreign language.

(e) The Parties understand and agree that some Products may be offered for sale on tractorsupply.com without the Section 2.1 warning, if the shipping address entered by a customer is not in California, and that the lack of a warning under such circumstances is not a breach of this Settlement Agreement or a violation of Proposition 65.

2.2 Products in the Stream of Commerce

Any Products in the stream of commerce prior to the Compliance Date shall not be subject to the requirements of Section 2.1.

2.3 Right to Cure (No Assignment or Transfer of Claims)

As of the time of this Settlement Agreement, neither Epps nor his counsel have any specific knowledge of the presence of any other Products listed to be sold on tractorsupply.com,

and to be shipped to an address in California that, in their opinion, fail to comply with Proposition 65's warning requirement. Epps represents and warrants neither he nor his agents or attorneys have assigned or otherwise transferred, or attempted to assign, or transfer, any claim or claims against TSC based on the Notice or the subject matter of the Notice. Epps further warrants that neither he nor his agents or attorneys are aware of any other potential private enforcer or attorney who intends to bring litigation based on the subject matter of the Settlement Agreement.

To the extent Epps, his agents, or his attorneys identify any Product for sale on tractorsupply.com to consumers in California, which they believe is not in compliance with this Settlement Agreement, Epps agrees to advise TSC of such alleged breach in the manner set forth in Section 7, and provide TSC with forty-five (45) calendar days (calculated from the date written notice is provided electronically) to cure any alleged violation, including by providing a Proposition 65 warning or taking action to ensure that the product is not sold to any purchaser with a shipping address in California. Such notice to TSC shall contain information sufficient for TSC to identify the product(s) and the product's seller, which shall include the TSC item number, the name of the product, a screenshot of the product's online listing, and at least a summary explanation as to why Epps believes it is a Product not in compliance.

If the alleged non-compliance is cured within the forty-five (45) calendar days, then TSC shall: (i) not be deemed in breach or violation of Proposition 65 based on the Notice, or in breach of this Settlement Agreement in any respect; (ii) Epps shall take no further action to enforce Proposition 65 based on the Notice or this Settlement Agreement; (iii) Epps shall not be entitled to seek or recover any civil penalties; (iv) Epps and his counsel shall not be entitled to seek or recover any attorneys' fees or costs, or any other available remedies arising from or relating to the alleged failure to comply with Proposition 65 or the terms of this Settlement Agreement; and (v) the matter shall be deemed to be resolved by and between TSC and Epps as to such products.

3. MONETARY SETTLEMENT TERMS

3.1 Civil Fines

Pursuant to Health & Safety Code §25249.7(b), and in settlement of all claims alleged in the Notice, the Settling Entity agrees to pay a total of $2,000.00 in civil fines. This payment will be allocated in accordance with Health & Safety Code §25249.12(c)(1) and (d), with 75% of the penalty amount paid to the Office of Environmental Health Hazard Assessment (OEHHA), and the remaining 25% of the penalty amount paid to and retained by Epps.

Within ten (10) calendar days of the Effective Date and TSC's receipt of a current W-9 from Epps, whichever date is later, TSC will deliver, by overnight mail service with tracking, two company-issued checks, as follows:

(a) one check made payable to "OEHHA" (Memo Line "Prop 65 Penalties") in the amount of $1,500.00, delivered to the following address: Office of Environmental Health Hazard Assessment, 1001 I Street, Sacramento, CA 95814; and

(b) one check made payable to "Jay Epps" in the amount of $500.00, delivered to the following address: Jay Epps, c/o Chanler LLC, 72 Huckleberry Hill Rd, New Canaan, CT 06840.

TSC acknowledges that it has received the requested W-9s as of October 16, 2026.

3.2 Reimbursement of Attorneys' Fees and Costs

The Parties acknowledge that Epps 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 the issue to be resolved after the material terms of the agreement had been settled. Shortly after the other settlement terms had been finalized, the Settling Entity expressed a desire to resolve Epps' fees and costs. The Parties then negotiated a resolution of the compensation due to Epps' counsel under general contract principles, Proposition 65 implementing regulation for fee awards at 11 California Code of Regulations §3201 and/or the private attorney general doctrine codified at California Code of Civil Procedure §1021.5. For all work performed in connection with the

claims alleged in the Notice through the mutual execution of this agreement, the Settling Entity shall provide for the reimbursement of Epps' counsel in the amount of $30,500.

Within ten (10) calendar days of the Effective Date and TSC's receipt of a current W-9 from Epps and Epps' counsel, whichever date is later, TSC will deliver payment by company-issued check payable to "Chanler LLC" and delivered via overnight mail service with tracking to the following address: Chanler LLC, Chanler LLC, 72 Huckleberry Hill Rd, New Canaan, CT 06840. TSC acknowledges that it has received the requested W-9s as of October 16, 2026.

This reimbursement shall cover all fees and costs incurred by Epps investigating, bringing this matter to the Settling Entity's attention, and negotiating a settlement for the claims alleged in the Notice in furtherance of the public interest.

4. CLAIMS COVERED AND RELEASED

4.1 Epps' Release of the Settling Entity and Releasees

This Settlement Agreement is a full, final and binding resolution between Epps, as an individual (and not on behalf of the public yet furthers its health interest), and the Settling Entity, of any violation of Proposition 65 that was or could have been asserted by Epps on behalf of himself, his past and current agents, representatives, attorneys, successors, and/or assignees, against the Settling Entity and each of its past, current, and future direct and indirect subsidiaries, affiliates, affiliated entities under common ownership, predecessors, agents, directors, members, managers, officers, employees, representatives, shareholders, insurers, beneficiaries, attorneys, successors, and assignees and each entity who is a third-party seller or vendor of the Products on tractorsupply.com including, but not limited to, Illinois Tool Works Inc. (collectively, "Releasees"), for failure to warn online about alleged exposures to nickel and nickel compounds contained in the Products sold on tractorsupply.com. This release is expressly limited to Products sold and/or offered for sale for shipment to persons with a California address on tractorsupply.com before the Compliance Date.

In further consideration of the promises and agreements herein contained, Epps as an individual and not on behalf of the public, on behalf of himself, his past and current agents,

representatives, attorneys, successors, and/or assignees, hereby fully waives all of his rights to institute or participate in, directly or indirectly, any form of legal action, and releases all claims that he may have against TSC and Releasees, 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 without limitation investigation fees, expert fees, and attorneys' fees), arising under Proposition 65 with respect to nickel and nickel compounds in the Products including, but not limited to, the Products supplied by Illinois Tool Works Inc. For clarity, nothing in this Settlement Agreement releases, waives, impairs, limits, or otherwise affects any claims, rights, or remedies TSC may have against any manufacturer, supplier, vendor, distributor, or other third party, including Illinois Tool Works Inc. or its Hobart affiliates, whether for defense, indemnity, contribution, breach of contract, reimbursement, or otherwise. Nothing in this subsection shall affect Epps' right to commence an action under Proposition 65 against the Settling Entity and its Releasees that does not involve the Products covered by this Settlement Agreement.

4.2 The Settling Entity's Release of Epps

The Settling Entity, on behalf of itself, its past and current agents, representatives, attorneys, successors, and assignees, hereby waives any and all claims against Epps 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 Epps and his attorneys and other representatives, whether in the course of investigating claims or otherwise seeking to enforce Proposition 65 in connection with the Notice or the Products.

4.2 California Civil Code Section 1542

It is possible that other claims not known to the Parties including those arising out of the facts alleged in the Notice relating to the Products sold by Settling Entity through the Effective Date will develop or be discovered. Epps, on behalf of himself, his past and current agents, representatives, attorneys, successors, and or assignees only on the one hand, and Settling Entity, on the other hand acknowledge that this Settlement Agreement is expressly intended to cover and

include: all such claims against Releasees for the Products sold by Settling Entity through the Effective Date. The Parties acknowledge that the claims released in §§4.1 and 4.2, above, may include unknown claims, and nevertheless waive California Civil Code §1542 as to any such unknown claims related to the Products. California Civil Code §1542 reads as follows:

> "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

Epps and Settling Entity each acknowledge and understand the significance and consequences of this specific waiver of California Civil Code §1542.

4.3 Representations

Epps' counsel agrees that as of the Effective Date of this Agreement, they are not aware of, and have not been informed of, any other person, potential claimant, plaintiff, or attorney who, to their knowledge, intends to bring the same or similar claims against the Releasees, as defined above, that Epps has asserted in the Notice concerning the Products.

TSC's counsel confirms that, on or before September 10, 2026, it transmitted pertinent sales data for the Products to Epps' counsel. The civil fines assessed, as set forth in Section 3.1, are in a material way based on such information.

5. SEVERABILITY

If, subsequent to its execution, any of the provisions of this Settlement Agreement are deemed by a court to be unenforceable, the validity of the enforceable provisions remaining shall not be adversely affected.

6. GOVERNING LAW & ENFORCEMENT

The terms of this Settlement Agreement shall be governed by the laws of the State of California and apply within the State of California. Nothing in this Settlement Agreement shall

be interpreted to relieve the Settling Entity from any obligation to comply with any pertinent state or federal law.

The Parties agree that if the OEHHA changes its warning regulations affecting Section 2 above, then the Settling Entity may either conform with the revised law or continue to conform with the terms provided in this Settlement Agreement if the new implementing regulations so allow. In doing so, the Settling Entity will be in compliance with this Settlement Agreement as long as it continues to fulfill any warning obligations unaffected by such new changes. In the event that Proposition 65 is repealed or is otherwise rendered inapplicable by reason of law generally, or if any of the provisions of this Settlement Agreement are rendered inapplicable or no longer required as a result of any such repeal or preemption or rendered inapplicable by reason of law generally as to the Products, then the Settling Entity shall provide written notice to Epps of any asserted change in the law and shall have no further injunctive obligations pursuant to this Settlement Agreement with respect to, and to the extent that, the Products are so affected.

7. NOTICE

Unless specified herein, all correspondence, notices, and service of process required to be provided pursuant to this Settlement Agreement shall be in writing and sent by electronic mail *and* any of the following: (a) personal delivery; (b) first class mail, registered or certified mail, return receipt requested; or (c) overnight courier, sent to the following addresses:

For the Settling Entity:

Aaron Belzer
Seyfarth Shaw LLP
2029 Century Park East
Suite 3500
Los Angeles, California 90067
abelzer@seyfarth.com

For Epps:

Proposition 65 Coordinator
Chanler, LLC
72 Huckleberry Hill Road

New Canaan, CT 06840
clifford@chanlerLLC.com

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.

8. COUNTERPARTS; FACSIMILE AND 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.

9. COMPLIANCE WITH HEALTH & SAFETY CODE §25249.7(f)

Epps agrees to comply with the reporting requirements referenced in Health & Safety Code §25249.7(f).

10. MODIFICATION

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

11. AUTHORIZATION

The undersigned are authorized to execute this Settlement Agreement and have read, understood, and agreed to all of the terms and conditions contained herein.

AGREED TO:

Date: October 16, 2026

By: _____

JAY EPPS

AGREED TO:

Date: October 19, 2026

By: _____

NAME: Christopher McKinney

TITLE: VP and Legal Counsel

TRACTOR SUPPLY COMPANY

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