

SETTLEMENT AGREEMENT AND RELEASE

- 1. The Parties to this Agreement:** The parties to this Settlement Agreement and Release (hereafter, the “AGREEMENT”) are Ecological Alliance, LLC (“ECOLOGICAL ALLIANCE”) and Wilson Sporting Goods Co. (“WILSON”) (each a “PARTY”). This AGREEMENT is made effective as of the latest date indicated by any PARTY’s signature below (the “EFFECTIVE DATE”). This AGREEMENT replaces an earlier agreement of May 7, 2021 between the PARTIES, which is hereby declared void.
- 2. The Released Claims:** ECOLOGICAL ALLIANCE hereby settles and releases, each and every claim, known or unknown, against WILSON and any WILSON RELEASED PARTY, as defined in Section 3, as of the EFFECTIVE DATE (such claims being referred to as the “RELEASED CLAIMS”).
- 3. The Wilson Released Parties:** The RELEASED CLAIMS extend to WILSON and its past, present, and future parents, divisions, subsidiaries, affiliates, assigns, successors, and purchasers of substantially all WILSON’s stock and/or assets, as well as their respective agents, employees, representatives, officers, directors, shareholders, attorneys, customers, manufacturers, dealers, resellers (including without limitation Big 5 Corp.), and distributors (collectively, the “WILSON RELEASED PARTIES”).
- 4. No Admission of Liability:** WILSON denies that the packaging of its tennis overgrips, including without limitation the packaging identified by UPC No. 887768146757 (the “PRIOR PACKAGING”) or any substantially similar packaging, violates Proposition 65 now or at any time in the past. This AGREEMENT shall not constitute an admission of liability or wrongdoing whatsoever by either of the PARTIES. This AGREEMENT shall not be used as evidence of any liability or wrongdoing for any purpose whatsoever, except as may be necessary to enforce the terms and conditions of this AGREEMENT.
- 5. Reformulation:** Around September 2020, Wilson reformulated the packaging of its tennis overgrips, including without limitation those identified by UPC No. 887768146757 (the “REFORMULATED PACKAGING”). The REFORMULATED PACKAGING contains DEHP in concentrations less than 0.1 percent (1,000 parts per million) when analyzed pursuant to U.S. Environmental Protection Agency testing methodologies 3580A and 8270C or any other methodology utilized by federal or state agencies for the purpose of determining the DEHP content in a solid substance.

As of the EFFECTIVE DATE, Wilson may manufacture, import, or otherwise source for authorized sale in California the REFORMULATED PACKAGING and not the PRIOR PACKAGING, unless such PRIOR PACKAGING is labeled with a clear and reasonable Proposition 65 warning. Products with the PRIOR PACKAGING supplied by Wilson to third parties prior to the EFFECTIVE DATE shall be deemed exempted from the requirements of this Section and shall be permitted to be sold through as previously

manufactured, packaged and labeled.

6. **Payment by WILSON:** Within ten (10) business days upon the full execution of this AGREEMENT, WILSON shall make a one-time payment of Eight Thousand Six Hundred Dollars (\$8,600) (the "PAYMENT") to counsel for ECOLOGICAL ALLIANCE. No other money is due from WILSON.

Counsel for ECOLOGICAL ALLIANCE shall allocate the PAYMENT as follows:

- \$100 in civil penalties, allocated in accordance with California Health & Safety Code section 25249.12(c)(1) & (d), with 75% of the funds remitted to the California Office of Environmental Health Hazard Assessment ("OEHHA") and the remaining 25% of the penalty remitted to Ecological.
- \$8,500 under the private attorney general doctrine and principles of contract law to reimburse ECOLOGICAL ALLIANCE and its counsel for fees and costs, including all attorneys' fees, expert and investigation fees, and related costs associated with this matter.

Counsel for ECOLOGICAL ALLIANCE shall be solely responsible for delivering the required or appropriate portion of the payment to the California Office of Environmental Health Hazard Assessment ("OEHHA") or other regulatory bodies or agencies.

ECOLOGICAL ALLIANCE represents that Exhibit A is a complete and accurate IRS Form W9, and that the below information is the correct wire transfer information for satisfying WILSON's payment under this Section:

Bank of America, N.A.
Routing No.: 026009593
Account No.: 325104702031
Beneficiary: Custodio & Dubey LLP
Swift Code: BOFAUS3N



7. **Confidentiality and Non-Disparagement:** Each PARTY to this AGREEMENT agrees that it shall treat the terms and content of this AGREEMENT as confidential. No PARTY shall disclose the terms or contents of this AGREEMENT to any other person or entity except as may be required by law (and only limited to such legally required disclosures), pursuant to a protective order entered by a Court or tribunal (with notice of ten (10) business days to the counterparty), or in confidence to a PARTY's shareholders, accountants, tax advisors, auditors, indemnitors, indemnities, and/or attorneys for the purpose of seeking professional services. A PARTY that is found to have violated this confidentiality provision shall be subject to fixed damages in the amount of Five Hundred Dollars (\$500) for each instance in which it breaches this confidentiality and non-

disparagement provision.

8. **Governing Law:** This AGREEMENT shall be governed by the laws of the State of California without regard to its conflict of laws rules. For any disputes arising under this AGREEMENT, the PARTIES submit themselves to the jurisdiction and venue of any competent court in the California.
9. **Waiver of California Civil Code 1542:** It is the intention of the PARTIES that this Agreement shall be effective as a full and final accord, satisfaction and release of the claims stated herein. In furtherance of this intention, the Parties hereto expressly waive and relinquish, to the fullest extent permitted by applicable law, all provisions, rights and benefits of California Civil Code section 1542 or any other law of similar effect elsewhere. California Civil Code Section 1542 states as follows:

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

10. **Memorialized Understandings Regarding this Agreement:** Each PARTY has concluded that it has been satisfactorily represented by counsel in this dispute, and in resolving the dispute under the terms of this AGREEMENT. Each PARTY hereby memorializes that counsel has walked them through each provision of this AGREEMENT.

For ECOLOGICAL ALLIANCE	For WILSON SPORTING GOODS CO.
Signed: 	Signed: 
Name: Harmony Welsh	Name: Ray Berens
Title: Managing Member	Title: General Counsel
Date: May 17, 2021	Date: May 17, 2021