

SETTLEMENT AND RELEASE AGREEMENT

1. INTRODUCTION

1.1. Green Initiative, LLC and Core Home, Inc.

This Settlement Agreement is entered into by and between Green Initiative, LLC ("Green"), on the one hand, and Core Home, Inc. ("Core"), on the other hand, with Green and Core collectively referred to as the "Parties."

1.2. General Allegations

Green alleges that Core and/or Kohl's, Inc. ("Kohl's") manufactured and/or distributed and/or offered for sale in the State of California kids nail polish kits with cases containing Di(2-ethylhexyl)phthalate [DEHP], 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 DEHP under Proposition 65 as a chemical known to the State of California to cause cancer, birth defects or other reproductive harm.

1.3. Product Description

The products that are covered by this Settlement Agreement are defined as kids nail polish kits with cases containing Di(2-ethylhexyl)phthalate [DEHP], that Core has manufactured, sold, offered for sale, or distributed in California. All such items shall be referred to herein as the "Products."

1.4. Notice of Violation

On July 12, 2022, Green served Core, Kohl's, 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 Core and such

public enforcers with notice that Core was allegedly in violation of California Health & Safety Code section 25249.6 for failing to warn consumers and customers that the Products exposed users in California to DEHP. To 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 Core's compliance with Proposition 65. Specifically, Core denies the material factual and legal allegations contained in Green's Notice and maintains that all products that it has manufactured for sale and distribution in California, including the Products, have been and are in compliance with Proposition 65 or any other statutory, regulatory, common law or equitable doctrine. Nothing in this Settlement Agreement shall be construed as an admission by Core 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 by Core of any fact, finding, conclusion, issue of law, or violation of law, such being specifically denied by Core. However, nothing in this section shall diminish or otherwise affect the obligations, responsibilities, and duties of Core 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.

2. INJUNCTIVE RELIEF: WARNING

2.1. Warning and Reformulation Requirements

Within 90 days of the Effective Date, Products shall either be (1) accompanied by a warning as described in Section 2.2 below, or (2) reformulated to contain no more than 1,000 parts

per million of DEHP. The warning and reformulation requirements shall apply only to Products that are distributed, marketed, sold, or shipped for sale in the State of California. Products with less than 1,000 parts per million DEHP shall be considered compliant with Proposition 65. The warning requirement shall not apply to Products that are already in the stream of commerce as of the Effective Date or that Core places into the stream of commerce within 90 days of the Effective Date.

2.2. Warning Language

Where required, Core shall provide Proposition 65 warnings as follows:

(a) Core may use any of the following warning statements in full compliance with this Section:

(1) **WARNING:** This product can expose you to chemicals including DEHP, a chemical known to the State of California to cause cancer and birth defects or other reproductive harm. For more info go to www.P65Warnings.ca.gov.

(2) **WARNING:** Cancer and Reproductive Harm – www.P65Warnings.ca.gov.

(b) If Core elects to use the warning statements identified in either 2.2(a)(1) or (2), it shall also include a symbol consisting of a black exclamation point in a yellow equilateral triangle with a bold black outline. Where the sign, label or shelf tag for the product is not printed using the color yellow, the symbol may be printed in black and white. The symbol shall be placed to the left of the text of the warning, in a size no smaller than the height of the word "WARNING".

(c) The requirements for warnings, set forth in subsection (a) above are imposed pursuant to the terms of this Settlement Agreement. The Parties recognize that these are not the exclusive methods of providing a warning under Proposition 65 and its implementing regulations.

(d) If Proposition 65 warnings for DEHP should no longer be required, Core shall have no further obligations pursuant to this Settlement Agreement.

(e) In the event that the Office of Environmental Health Hazard Assessment promulgates one or more regulations requiring or permitting warning text and/or methods of transmission different than those set forth above, Core shall be entitled to use, at their discretion, such other warning text and/or method of transmission without being deemed in breach of this Agreement.

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

In settlement of all the claims referred to in this Settlement Agreement, Core shall pay a total of \$500 in civil penalties in accordance with this Section. The penalty payment will be 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 Green. Green's counsel shall be responsible for delivering OEHHA's portion of any penalty payment made under this Settlement Agreement.

4. REIMBURSEMENT OF FEES AND COSTS

The Parties reached an accord on the compensation due to Green and its counsel under the private attorney general doctrine and principles of contract law. Under these legal principles, Core shall reimburse Green's counsel for fees and costs, incurred as a result of investigating and bringing

this matter to Core's attention. Core shall pay Green's counsel \$10,000 for all attorneys' fees, expert and investigation fees, and related costs associated with this matter and the Notice.

5. PAYMENT INFORMATION

By January 23, 2023 Core shall make a total payment of Ten Thousand Five Hundred Dollars (\$10,500) for the civil penalties and attorney's fees / costs by wire transfer to Plaintiff's counsel Custodio & Dubey LLP:

Bank: Bank of America, N.A.

Routing No.: 026009593

Account No.: 325149324377

Beneficiary: Custodio & Dubey LLP

Other than this payment, each side is to bear its own attorneys' fees and costs.

6. RELEASE OF ALL CLAIMS

6.1. Release of Core, Downstream Distributors and Upstream Vendors

In further consideration of the promises and agreements herein contained, and for the payments to be made pursuant to Sections 3 and 4 above, Green, on behalf of itself, its past and current agents, representatives, attorneys, successors and/or assignees, hereby covenants not to sue and waives all rights to institute or participate in, directly or indirectly, any form of legal action and releases all claims relating to the 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) of any nature whatsoever, whether known or unknown, fixed or contingent (collectively "Claims"), against (a) Core, (b) each of Core's downstream distributors (including but not limited to Kohl's, Inc., and its parents, subsidiaries, and affiliates), wholesalers, vendors,

licensors, licensees, auctioneers, retailers, franchisees, dealers, shareholders, cooperative members, customers, owners, purchasers, users, and (c) Core's parent companies, corporate affiliates, subsidiaries, and their respective officers, directors, attorneys, representatives, shareholders, agents, and employees, and sister and parent entities (collectively "Releasees").

Green also, in its capacity, on behalf of itself, its past and current agents, representatives, attorneys, successors, and/or assignees and *not* in its representative capacity, provides a general release herein which shall be effective as a full and final accord and satisfaction, as a bar to all actions, causes of action, obligations, costs, expenses, attorneys' fees, damages, losses, claims, liabilities and demands of any nature, character or kind, known or unknown, suspected or unsuspected, against Core and the Releasees. Green acknowledges that it is familiar with California Civil Code section 1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR 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.

Green, in its capacity only, and on behalf of itself, its past and current agents, representatives, attorneys, successors, and/or assignees 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. Core's Release of Green

Core waives any and all claims against Green, its attorneys and other representatives, for any and all actions taken or statements made (or those that could have been taken or made) by

Green and its attorneys and other representatives, whether in the course of investigating claims or otherwise seeking enforcement of Proposition 65 against it in this matter, and/or with respect to the Products.

6.3. Significant Benefit to the General Public

It is Green's position that the commitments they have agreed to herein, and actions taken and to be taken by the Defendants under this Agreement, confer a significant benefit to the general public, as set forth in California Civil Procedure Code section 1021.5 and Cal. Admin. Code Title 11, section 3201. As such, to the extent any other private party initiates an action alleging a violation of Proposition 65 with respect to each of the Defendants or any Releasee's failure to provide a warning concerning exposures to the Products they have respectively manufactured, distributed, sold, licensed, or offered for sale in California, or will manufacture, distribute, sell, or offer for sale in California; such private party action would not confer a significant benefit on the general public as to the Products addressed in this Agreement, provided that the Defendants are in compliance with this Agreement.

7. GOVERNING LAW

7.1 If Green alleges that Core has failed to comply with this Agreement, prior to filing an action or motion relating to enforcement, Green shall first provide Core sixty (60) days' advance written notice of the alleged violation(s). Green shall provide testing results, lot numbers, photographs of the Product, and purchase receipts for the Product at issue in the alleged violation, as applicable. Green and Core shall meet and confer during such sixty (60) day period in an effort to reach agreement on an appropriate cure for the alleged violation without the need for litigation.

7.2 The terms of this Settlement Agreement shall be governed by the laws of the State of California and apply within the State of California. In the event that Proposition 65 is repealed or

is otherwise rendered inapplicable by reason of law generally, or as to the Products, then Core shall have no further obligations pursuant to this Settlement Agreement.

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 Core: George Glasco
LAW OFFICE OF A. GEORGE GLASCO, PLC
12121 Wilshire Boulevard Suite 810
Los Angeles, CA 90025

For Green: Vineet Dubey, Esq.
Custodio & Dubey LLP
445 S. Figueroa St., Suite 2520
Los Angeles, CA 90013

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.

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. COMPLIANCE WITH HEALTH & SAFETY CODE SECTION 25249.7(f)

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

11. 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.

12. MODIFICATION

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

13. AUTHORIZATION

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

<p>AGREED TO:</p> <p>Date: January <u>19</u>, 2023</p> <p>By: <u><i>Haily Olsen</i></u> On Behalf of Green Initiative, LLC</p>	<p>AGREED TO:</p> <p>Date: January 17, 2023</p> <p>By: <u><i>Alan Bram</i></u> <small>Alan Bram [Jan 18, 2023 09:49 EST]</small> On Behalf of Core Home, Inc.</p>
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