

SETTLEMENT AGREEMENT AND RELEASE

CA Citizen Protection Group, LLC (“CCPG”) and American Exchange Time LLC (“AETL”) enter into this Settlement Agreement and Release (this “**Agreement**”). This Agreement is effective on the date on which it is fully executed by all Parties (“**Effective Date**”). CCPG and AETL are referred to individually as a “**Party**” and collectively as the “**Parties**.” The Parties agree as follows:

1. The “**Matter**” arises out of:
 - a. A Sixty-Day Notice of Intent to Sue for alleged Violations of the Safe Drinking Water and Toxic Enforcement Act of 1986, codified under California Health & Safety Code (“**HSC**”) sections 25249.6, *et seq.* (referred to as “**Proposition 65**”), that CCPG served on AETL, Jordache Enterprises Inc., Ross Dress for Less, Inc. d/b/a dd’s Discounts, and Ross Stores, Inc. d/b/a dd’s Discounts, dated October 07, 2023 (filed as AG No. 2023-03066) (the “**Black Wallet Notice**”) with respect to a product sold by AETL and the other noticed parties.
 - b. A Sixty-Day Notice of Intent to Sue for alleged Violations of Proposition 65, that CCPG served on Iconix International Inc., Iconix Brand Group, Inc., Ross Dress for Less, Inc., and Ross Stores, Inc., dated February 05, 2024 (filed as AG No. 2024-00560) (the “**Kids Sneakers Notice**”) with respect to a product sold by AETL and the other noticed parties.
 - c. A Sixty-Day Notice of Intent to Sue for alleged Violations of Proposition 65, that CCPG served on Iconix International Inc., Iconix Brand Group, Inc., Icon DE Holdings LLC, Burlington Stores, Inc., Burlington Merchandising Corp., Burlington Distribution Corp., Burlington Coat Factory of Texas, Inc., and Burlington Coat Factory Warehouse Corporation, dated April 11, 2024 (filed as AG No. 2024-01415) (the “**Flip Flop Notice**”) with respect to a product sold by AETL and the other noticed parties.
 - d. A Sixty-Day Notice of Intent to Sue for alleged Violations of Proposition 65, that CCPG served on AETL, Burlington Stores, Inc., Burlington Merchandising Corp., Burlington Distribution Corp., Burlington Coat Factory of Texas, Inc., and Burlington Coat Factory Warehouse Corporation, dated June 06, 2024 (filed as AG No. 2024-02260) (the “**Pink Wallet Notice**”, and together with the Black Wallet Notice, the Kids Sneakers Notice and the Flip Flop Notice, collectively referred to herein as, the “**Notices**”) with respect to a product sold by AETL and the other noticed parties.
 - e. The Notices claim that Proposition 65 warnings are required for alleged Di(2-ethylhexyl) Phthalate (“**DEHP**”), Diisononyl Phthalate (“**DINP**”), and/or Di-n-butyl Phthalate (“**DBP**”), as applicable, exposures to products tested by CCPG. The following products manufactured, distributed and/or sold by the AETL are referred

to collectively as the “**Covered Products**”, or individually as a “**Covered Product**”, with the alleged applicable chemical(s):

- **XOXO Black wallet – (DEHP);**
- **Pink and White Kids Sneakers by Red – (DEHP);**
- **Mudd Pink Flip Flop with Pearl Bow – (DBP); and**
- **Born Concept Pink Faux Leather Wallet with Buckle – (DINP).**

2. The Parties enter into this Agreement in order to fully resolve all claims, demands, and allegations regarding the Matter and for the purpose of avoiding prolonged litigation. Nothing in this Agreement shall be construed as an admission of the Parties of any fact, issue of law, or violation of law, nor shall compliance with this Agreement constitute or be construed as an admission by the Parties of any fact, issue of law, or violation of law including but not limited to Proposition 65. Specifically, AETL denies the material, factual, and legal allegations in the Notices and maintains that all of the products it sold and/or distributed for sale in California, including Covered Products, have been, and are, in compliance with all laws. Nothing in this Agreement or any document referred to shall be construed as giving rise to any presumption or inference of admission or concession by the Parties as to any fault, wrongdoing, or liability. This Section 2 shall not diminish or otherwise affect the obligations, responsibilities, and duties of the Parties under this Agreement.

3. DEHP, DINP and/or DBP Standards; Warnings and Injunctive Relief.


3.1 On and after the date that is ninety (90) days after the Effective Date, AETL shall not sell in the State of California any Covered Product which does not qualify as a Reformulated Covered Product under Section 3.3, unless such Covered Product complies with the warning requirements of Section 3.2.

3.2 On and after ninety (90) days after the Effective Date, AETL shall provide on the Covered Product(s) (to the extent it does not constitute a Reformulated Covered Product(s) or sold in California) a warning that complies with the requirements of Sections 3.2.1, 3.2.2, or 3.2.3. The warning shall be displayed on the packaging of the Covered Product(s) with such conspicuousness, as compared with other words, statements, or designs so as to render it likely to be read and understood by an ordinary individual purchasing or using the Covered Product(s).

The warning defined in Sections 3.2.1 or 3.2.2 must be in a type size no smaller than the largest type size used for other consumer information, as the term “consumer information” is defined in Title 27, California Code of Regulations section 25600.1(c), on the Covered Product. In no case shall the warning appear in a type size smaller than 6-point type.

3.2.1 Option 1.

For the Covered Product(s), the warning may state:

 **WARNING:** This product can expose you to chemicals, including Di (2-ethylhexyl) Phthalate (DEHP)[, and Diisononyl Phthalate (DINP)[, and Di-n-butyl Phthalate (“DBP”)],¹ which [is/are] 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.

3.2.2 Option 2.

For the Covered Product(s), the warning may state:

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

The pictogram specified in Section 3.2.1 and 3.2.2 shall be in yellow with a black exclamation mark; *provided however*, the pictogram may be in black and white instead of yellow if the Covered Product label does not contain the color commonly referred to as yellow.

3.2.3 Option 3.

In lieu of Option 1 or Option 2 set forth in Sections 3.2.1 and 3.2.2, the Covered Product(s) may be labeled with any warning authorized by regulation applicable to the Covered Product(s) and chemical at issue in effect on or after the Effective Date.

In the event that the Office of Environmental Health Hazard Assessment promulgates one or more regulations requiring or permitting Proposition 65 warning text and/or methods of transmission applicable to the Covered Products and the chemicals at issue, which are different than those set forth above, AETL shall be entitled to use, at its discretion, such other warning text and/or method of transmission without being deemed in breach of this Agreement.

3.2.4 Internet Sales. In addition to affixing the warning defined in Sections 3.2.1 or 3.2.2 to the Covered Product(s)’ packaging or labeling, the warning shall be posted on websites where AETL offers the Covered Products for sale to consumers in California. The requirements of this subsection 3.2.4 shall be satisfied if the warning, or a clearly marked hyperlink using the word “**WARNING**”, appears on the product display page, or by otherwise “prominently displaying” the warning to the purchaser prior to completing the purchase. For purposes of this subsection, a warning is not “prominently displayed” if the purchaser must search for it in the general content of the website.

3.2.5 Language Other than English. Where the label or packaging of the Covered Product(s) used to provide a warning includes consumer information about the Covered Product(s) in a language other than English, the warning must also be provided in that language in addition to English.

¹ In accordance with 27 Cal. Code Regs., §§ 25601 and 25603, the text of the long-form warning must include the name of one or more of the listed chemicals in the Covered Product(s), as applicable, and the content of the warning shall include the type(s) of harm the listed chemical is known to cause (e.g., cancer or reproductive harm, or both). DEHP is listed as known to cause cancer and birth defect or other reproductive harm, DINP is listed as known to cause cancer, and DBP is known to cause birth defects or other reproductive harm.

3.3 Reformulated Covered Product. A Reformulated Covered Product is one for which the concentration of DEHP, and/or DINP, and/or DBP, is/are less than 0.1% by weight (1,000 parts per million (ppm)) as tested by an approved laboratory and methods in compliance with Section 3.4 below. For a Covered Product that contains (any part of the product/packaging) more than 0.1% by weight (1,000 ppm) DEHP, and/or DINP, and/or DBP, AETL shall provide the warnings set forth in Section 3.2.

3.4. Formula, Testing and Quality Control Methodology.

3.4.1 For purposes of this Agreement, concentration levels shall be measured in parts per million (milligrams/kilogram or mg/kg) or by percentage weight using generally accepted scientific standards. AETL may rely on testing it conducts, or that has been provided from any supplier(s) of the Covered Product(s) in order to determine if the products are Reformulated Covered Products as set forth in Section 3.3. The testing requirements do not apply to any Covered Product for which AETL has provided a warning as specified in Section 3.2.

3.4.2 AETL shall not be required to engage in testing pursuant to this Agreement unless AETL sells into California the Covered Product(s) without a warning. All testing pursuant to this Agreement shall be performed using a laboratory method that complies with any United States Environmental Protection Agency (“USEPA”), California Environmental Protection Agency (“CAEPA”), or Consumer Product Safety Commission (“CPSC”) approved testing method.

3.4.3 Unless warnings are affixed consistent with the requirements of Section 3.2, all testing pursuant to this Agreement shall be performed by an independent third-party laboratory that is appropriately accredited, such as labs registered with the CPSC, CAEPA or USEPA.

3.5 AETL and the “Releasees” (as defined in Section 5.1 below) shall have no obligation or liability with respect to any Covered Product that is sold and/or distributed in California after the date of this Agreement and the Notice, except as otherwise set forth in this Agreement.

4. AETL shall pay the total settlement amount of Forty-Two Thousand Dollars and zero Cents (\$42,000.00) (the “**Settlement Amount**”) over the course of 4 months after the Effective Date, as described herein. AETL shall make all payments by wire transfer (via account wire instructions provided by CCPG’s counsel upon request), or check made payable to “*Khansari Law Corporation – Client Trust Account*” and sent via overnight with tracking (FedEx, UPS, or Express mail) to the mailing address below on behalf of CCPG:

Khansari Law Corporation
16133 Ventura Blvd., Suite 1200
Encino, CA 91436

CCPG shall be solely responsible for allocating the payment pursuant to Sections 4.1 and 4.2. As a condition to AETL’s payment obligations arising under this Agreement, CCPG shall supply AETL with a completed W9 form on behalf of itself or its counsel, as applicable. The Settlement Amount shall be allocated as follows, and paid on the following schedule:

4.1. Civil Penalty: Within thirty (30) days of the Effective Date, AETL shall pay a “civil penalty”, of \$1,600.00, which CCPG shall remit seventy-five percent (75%), *i.e.*, \$1,200.00, to the “Safe Drinking Water and Toxic Enforcement Fund” managed by the State of California’s Office of Environmental Health Hazard Assessment. The twenty-five percent (25%) balance, *i.e.*, \$400.00, shall be remitted to CCPG.

4.2 Attorney Fees and Costs: The Parties reached an accord on the compensation due to CCPG and its counsel under the private attorney general doctrine and principles of contract law. Under these legal principles, AETL agrees to pay forty-thousand and four hundred dollars (\$40,400.00) to CCPG’s counsel for the fees and costs incurred in investigating, bringing this matter the attention of AETL, and negotiating a settlement. The forty-thousand and four hundred dollars (\$40,400.00) in Attorney’s Fees and Costs shall be payable to Khansari Law Corporation in four monthly installments of ten-thousand and one hundred dollars (\$10,100) each. Each monthly installment shall be sent to Khansari Law Corporation on or before the twentieth calendar day of each month, with the first payment due on or before September 20, 2024. The remaining installments shall be due in the same amount, ten-thousand and one hundred dollars (\$10,100), on or before the following dates: October 20, 2024, November 20, 2024, and December 20, 2024.

4.3 Except as expressly set forth in Section 4, the Parties shall bear their own costs, expenses, and attorneys’ fees related to this Matter.

5. Binding Effect; Claims Covered and Released.

5.1. CCPG, on behalf of itself and its respective members, owners, principals, shareholders, officers, directors, employees, agents, parents, subsidiaries, successors, assigns, and legal representatives (collectively referred to as “**CCPG Releasors**”) fully releases and waives any right to participate (directly or indirectly) in any claim against:

(a) AETL, and each of its respective equity owners, parents, subsidiaries, affiliates, sister and related companies,

(b) AETL’s upstream suppliers and all downstream entities in the stream of commerce including but not limited to distributors, wholesalers, customers, retailers, franchisees, cooperative members, and licensees (including specifically, and without limitation, Jordache Enterprises Inc., Ross Dress for Less, Inc. d/b/a dd’s Discounts, Ross Stores, Inc. d/b/a dd’s Discounts, Iconix International Inc., Iconix Brand Group, Inc., Icon DE Holdings LLC, Ross Dress for Less, Inc., Ross Stores, Inc., Burlington Stores, Inc., Burlington Merchandising Corp., Burlington Distribution Corp., Burlington Coat Factory of Texas, Inc., and Burlington Coat Factory Warehouse Corporation, and each of their parent entities, subsidiaries and affiliate companies, as applicable)(the entities identified in this subsection (b) are collectively referred to as “**Downstream Releasees**”), and

(c) the employees, shareholders, officers, directors, members, managers, equity owners, insurers, attorneys, predecessors, successors, and assigns of any of the entities identified in subsections (a) and (b), above (the entities identified in subsections (a), (b) and (c), above, are collectively referred to as “**Releasees**”) from all claims, actions, suits, demands, liabilities, damages, penalties, fees (including but not limited to attorneys’ fees, investigator fees, and expert fees), costs, and

expenses (collectively referred to as “**Claims**”) that were asserted, or that could have been asserted, for any alleged violations of Proposition 65, or any other alleged violation of statutory or common law, arising from failure to warn about alleged exposures to DEHP, and/or DINP, and/or DBP, in any Covered Product(s), including all Covered Products manufactured prior to the Effective Date of this Agreement.

5.2. 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(s) will develop or be discovered. CCPG on behalf of itself and the CCPG Releasors, acknowledges that this Agreement is expressly intended to cover and include all such claims, including all rights of action therefore, and further acknowledges that the Claims released in this Section 5 may include unknown claims, and nevertheless waives California Civil Code section 1542 as to any such unknown claims. California Civil Code section 1542 reads 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.

CCPG acknowledges and understands the significance and consequences of this specific waiver of California Civil Code Section 1542.

5.3. The Parties agree that compliance with the terms of this Agreement shall constitute compliance by any Releasee with Proposition 65 regarding alleged exposures to DEHP, and/or DINP, and/or DBP, in the Covered Product(s).

5.4 It is the Parties’ position that the commitments they have agreed to herein, and actions taken and to be taken by AETL 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 tit. 11, section 3201. As such, to the extent any other private party initiates an action alleging a violation of Proposition 65 with respect to AETL or any Releasee’s failure to provide a warning concerning exposures to DEHP with respect to the Covered Product(s) 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 Covered Product(s) addressed in this Agreement, provided that AETL is in compliance with this Agreement. This subsection 5.4 does not constitute a release by CCPG under this Agreement.

5.5 CCPG warrants that it is not aware of any other Proposition 65 claims that it has against an AETL product as of the Effective Date.

6. Resolution of Disputes.

6.1 If CCPG alleges that AETL has failed to comply with this Agreement, prior to filing an action or motion relating to enforcement, CCPG shall first provide AETL, as applicable, thirty (30) days’ advance written notice of the alleged violation(s). CCPG shall provide testing results,

lot numbers, photographs of the Covered Product(s), and purchase receipts for the Covered Product(s) at issue in the alleged violation, as applicable. The Parties shall meet and confer during such thirty (30) day period in an effort to reach agreement on an appropriate cure for the alleged violation without the need for litigation.

6.2 Notwithstanding the provisions of Section 3, CCPG may not issue any notice under Section 6.1 if the packaging of a Covered Product(s) is marked or labeled with the statement “Not for Sale in California” or substantially similar language, such statement is prominently placed upon such Covered Product(s)’ label or other labeling as compared with other words or statements on the label or labeling as to render it likely to be read and understood by an ordinary individual under customary conditions of purchase or use. If AETL marks or labels the Covered Product(s) with such a statement, AETL shall additionally notify its customers/distributors by letter that the Covered Product(s) shall not be sold in California.

6.3 In the event any litigation, arbitration, mediation, or other proceeding is initiated by any party to enforce this Agreement, the prevailing party shall be entitled to recover from the non-prevailing Party all reasonable costs, expenses, attorneys’ fees, and expert witness fees, relating to or arising out of (i) such proceeding, and (ii) any post judgment or post-award proceeding including without limitation to enforce any judgment or award resulting from any such proceeding.

7. This Agreement contains the entire agreement between the Parties with regard to settlement of this Matter, and supersedes all prior or contemporaneous agreements or understandings, written or oral, with regard to the matters set forth in this Agreement. This Agreement may be amended or modified in whole or in part at any time only by an agreement in writing executed by the Parties. Notwithstanding the foregoing, AETL shall be entitled, at its option, to modify any warning that it provides under Section 3.2 to conform with any change in the Proposition 65 warning regulations currently set forth in Title 27 of the California Code of Regulations that may be adopted after the Effective Date. CCPG shall cause this Agreement to be reported to the State of California Attorney General as required and applicable under Proposition 65 statutes, including specifically HSC § 25249.7.

8. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective owners, principals, shareholders, members, managers, officers, directors, employees, agents, successors, assigns and Releasees.

9. 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.

10. This Agreement shall be deemed to have been entered into in the State of California and governed and interpreted by the laws of the State of California, regardless of the place of incorporation, place of business, domicile of any of the Parties or physical locations of the individuals executing this Agreement at the time of execution. In the event Proposition 65 is repealed generally or the listing of DEHP, and/or DINP, and/or DBP, is removed, AETL shall have no further duties or obligations imposed under this Agreement. AETL shall provide written notice

to CCPG of any asserted repeal of Proposition 65, and AETL's intent to no longer perform under this Agreement. If CCPG sends a notice of dispute with respect to AETL's asserted repeal of Proposition 65, then the Parties shall meet and confer in good faith to resolve any such dispute within thirty (30) days of the date of CCPG's written notice of dispute hereunder.

11. The Parties acknowledge that they have a right to consult an attorney and they have consulted their attorneys with respect to the terms and conditions of this Agreement or by signing this Agreement hereby acknowledge they have made the decision not to consult with an attorney in this Matter. The Parties further acknowledge that they fully understand this Agreement and the effect of signing and executing this Agreement.

12. Any legal action to enforce this Agreement or related to this Matter shall be brought in either the County of Alameda or the County of Los Angeles, of the State of California.

13. This Agreement may be signed in counterparts, and each counterpart, as well as any facsimile, e-mail (.pdf), copy of this Agreement, or any other counterpart, shall be deemed to be an original.

14. All notices required to be given to either Party under this Agreement shall be in writing and sent to the following recipients by (a) first-class mail or (b) overnight delivery, with a courtesy copy via email, as indicated below.

For CCPG:

CA Citizen Protection Group, LLC
c/o Khansari Law Corporation
16133 Ventura Blvd., Suite 1200
Encino, California 91436
Tel.: (818) 650-6444
Email: andre@khansarilaw.com

For AETL:

Will Wagner
Greenberg Traurig LLP
400 Capitol Mall, Suite 2400
Sacramento, CA 95814

15. Each of the individuals who executes this Agreement represents and warrants he/she has the authority to execute this document and bind the respective Parties to the terms and conditions of this Agreement, and has read, understood, and agreed to all the terms and conditions in this Agreement.

[Signatures Appear on the Following Page]

DATED: September 17, 2024

CA CITIZEN PROTECTION GROUP, LLC

By: Tal Ohana

Name: Tal Ohana

Title: Manager

DATED: September 17, 2024

AMERICAN EXCHANGE TIME LLC

By: _____

Name: Ouni Mamrout

Title: Chief Executive Officer