

SETTLEMENT AGREEMENT

1. INTRODUCTION

1.1 The Parties. This Settlement Agreement is entered into by and between Ema Bell (“Bell”) and Maesa LLC (“Maesa”). Together, Bell and Maesa are collectively referred to as the “Parties” and each individually as a “Party”. Bell is an individual who resides in the State of California and seeks to promote awareness of exposures to toxic chemicals and to improve human health by reducing or eliminating hazardous substances contained in consumer products. Maesa is a beauty incubator that offers the Products for sale in the state of California. Bell alleges that Maesa is a person in the course of doing business for purposes of the Safe Drinking Water and Toxic Enforcement Act of 1986, Health & Safety Code § 25249.6, et seq. (“Proposition 65”). As of April 2020 Maesa represents that it ceased manufacturing the Products.

1.2 General Allegations. Bell alleges that Maesa has exposed individuals to diethanolamine (“DEA”) from its sales of Hairitage Fixed On You Edge Control Hair Gel, UPC # 840797128644 (the “Products”) without first providing users and consumers of the Products with a clear and reasonable health hazard exposure warning as required pursuant to Proposition 65. DEA is listed under Proposition 65 as a chemical known to the State of California to cause cancer. Maesa denies any and all allegations of wrongdoing.

1.3 Product Description. The products covered by this Settlement Agreement are the Products that Maesa has either imported, and/or distributed, and/or offered for sale and/or directly or indirectly sold in California that allegedly exposes users to DEA.

1.4 Notices of Violation. On April 17, 2024, Bell served Walmart Inc. (“Walmart”), Maesa, and various public enforcement agencies with documents entitled “Notice of Violation of California Health & Safety Code § 25249.6, et seq.” (the “April Notice”). The April Notice provided Maesa and such others, including public enforcers, with notice that alleged that Maesa was in violation of California Health & Safety Code § 25249.6, for failing to warn California consumers and customers that use of the Products will expose them to DEA. No public enforcer has diligently prosecuted the allegations set forth in the April Notice.

On September 8, 2025, Bell served Walmart, Maesa, and various public enforcement agencies with documents entitled “Notice of Violation of California Health & Safety Code § 25249.6, et seq.” (the “September Notice”). The September Notice provided Maesa and such others, including public enforcers, with notice that alleged that Maesa was in violation of California Health & Safety Code § 25249.6, for failing to warn California consumers and customers that use of the Products will expose them to DEA. No public enforcer has diligently prosecuted the allegations set forth in the September Notice.

The April Notice and September Notice are collectively referred to herein as, the “Notices.”

1.5 No Admission. Maesa denies the factual and legal allegations contained in the Notices and maintains that, to the best of its knowledge, all Maesa products that are or have been sold and distributed in California, including the Products, have been and are in compliance with all laws. Nothing in this Settlement Agreement shall be construed as an admission against interest by Maesa 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 Maesa of any fact, finding, conclusion, issue of law or violation of law, such being specifically denied by Maesa. However, this § 1.5 shall not diminish or otherwise affect the obligations, responsibilities and duties under this Settlement Agreement. Notwithstanding the allegations in the Notices, Maesa maintains that it has not knowingly manufactured, or caused to be manufactured, the Products for sale in California in violation of Proposition 65.

1.6 Effective Date. For purposes of this Settlement Agreement, the term “Effective Date” shall mean the latest signatory date of this fully executed Agreement.

2. INJUNCTIVE RELIEF: REFORMULATION AND/OR WARNINGS

2.1 Reformulation of Products. Commencing within sixty (60) days after the Effective Date, and continuing thereafter, the Products that Maesa directly manufactures, imports, distributes, sells, or offers for sale in California, if any, shall either be: (a) reformulated Products pursuant to § 2.2, below; or (b) labeled with a clear and reasonable exposure warning pursuant to §§ 2.3 and 2.4, below. For purposes of this Settlement Agreement, a “DEA Free Reformulated Product” is a Product


that is in compliance with the standard set forth in § 2.2, below. The warning requirements set forth in §§ 2.3 and 2.4 shall not apply to any DEA Free Reformulated Product or to any Product manufactured prior to the Effective Date, if any.

2.2 DEA Free Reformulation Standard. To qualify as a “DEA Free Reformulated Product” pursuant to this Settlement Agreement, the Products must meet the following standard: DEA content that is not detectable (i.e., zero) or below the Reporting Limit (defined herein) when analyzed pursuant to liquid chromatography/tandem mass spectrometry (LC/MS/MS), inductively coupled mass-spectroscopy (ICP-MS) or other method of analysis utilized by the International Organization for Standardization (ISO) for qualitative and quantitative screening of cosmetics and cosmetic raw materials.

2.2.1 Reporting Limit. The “Reporting Limit¹” is 20 mg/kg.

2.3 Clear and Reasonable Warning. Commencing within 60 days after the Effective Date, and continuing thereafter, except as set forth in § 2.2, a clear and reasonable exposure warning as set forth in this §§ 2.3 and 2.4 must be provided for all Products that Maesa manufacturers, imports, distributes, sells, or offers for sale in California, if any, that are not a DEA Free Reformulated Product. The warning shall consist of either the **Warning** or **Alternative Warning** described in §§ 2.3(a) or (b), respectively:

(a) **Warning.** The “Warning” shall consist of the statement:

 **WARNING:** This product can expose you to chemicals including diethanolamine (DEA), which is known to the State of California to cause cancer. For more information go to www.P65Warnings.ca.gov.

(b) **Alternative Warning:** Maesa may, but is not required to, use the alternative short-form warning as set forth in this § 2.3(b) (“**Alternative Warning**”) as follows:

 **WARNING:** Cancer - www.P65Warnings.ca.gov.

2.4 A Warning or Alternative Warning provided pursuant to § 2.3 must print the word “**WARNING:**” in all capital letters and in bold font, followed by a colon. The warning symbol to the

¹ The “Reporting Limit” the lowest concentration at which DEA can be detected in a sample of a Product by an accredited testing laboratory employing LC/MS/MS analysis or other method of analysis utilized by the ISO for qualitative and quantitative screening of cosmetics and cosmetic raw materials.

left of the word **“WARNING:”** must be a black exclamation point in a yellow equilateral triangle with a black outline, except that if the sign or label for the Products does not use the color yellow, the symbol may be in black and white. The symbol must be in a size no smaller than the height of the word **“WARNING:”**. The **Warning** or **Alternative Warning** shall be affixed to or printed on the Products’ packaging or labeling, or on a placard, shelf tag, sign or electronic device or automatic process only if such electronic device or automatic process provides the **Warning** or **Alternative Warning** without the purchaser having to seek it out, provided that the **Warning** or **Alternative Warning** is displayed with such conspicuousness, as compared with other words, statements, or designs as to render it likely to be read and understood by an ordinary individual under customary conditions of purchase or use. A **Warning** or **Alternative Warning** provided via an electronic device or automatic process does not apply to internet purchases, which are subject to the provisions of Section 25602(b). The **Warning** or **Alternative Warning** may be contained in the same section of the packaging, labeling, or instruction booklet that states other safety warnings, if any, concerning the use of the Products and shall be at least the same size as those other safety warnings. If “consumer information,” as that term is defined in Title 27, California Code of Regulations, Section 25600.1(c) as it may be amended from time to time, is provided in a foreign language, Maesa shall provide the **Warning** or **Alternative Warning** in the foreign language in accordance with applicable warning regulations adopted by the State of California’s Office of Environmental Health Hazard Assessment (“OEHHA”). An **Alternative Warning** on a Product manufactured and labeled after January 1, 2028 shall be provided in accordance with Title 27, California Code of Regulations, § 25603(b).

In addition to affixing the **Warning** or **Alternative Warning** to the Products’ packaging or labeling, the **Warning** or **Alternative Warning** shall be posted on Maesa’s website where Maesa offers Products for sale to consumers in California, if any. The requirements of this Section shall be satisfied if the **Warning** or **Alternative 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. To comply with this Section, Maesa shall (a) post the **Warning** or **Alternative Warning** on its own website and, if it has the ability to do so,

on the websites of its third-party internet sellers; and (b) if it does not have the ability to post the **Warning** or **Alternative Warning** on the websites of its third-party internet sellers, provide such sellers with written notice in accordance with Title 27, California Code of Regulations, Section 25600.2. Maesa also will comply with the terms of Title 27, California Code of Regulations, Section 25600.2.

2.5 Compliance with Warning Regulations. The Parties agree that Maesa shall be deemed to be in compliance with Proposition 65 and this Settlement Agreement by either adhering to § 2 of this Settlement Agreement or by complying with warning regulations adopted by the State of California's OEHHA applicable to the Product and the exposures at issue.

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

In settlement of all the claims referred to in this Settlement Agreement, Maesa shall pay \$500.00 as a Civil Penalty in accordance with this Section. The Civil Penalty payment shall be allocated in accordance with California Health & Safety Code §§ 25249.12(c)(1) and (d), with 75% of the Penalty remitted to OEHHA and the remaining 25% of the Penalty remitted to Bell. The Civil Penalty payment(s) shall be delivered to the addresses identified in § 3.2, below. For all amounts due and owing that are not sent within the payment times set forth below, Maesa shall pay a late civil penalty payment fee equal to \$100/day to be allocated in accordance with California Health & Safety Code § 25249.12(c)(1) and (d).

3.1 Civil Penalty. Within ten (10) business days of the Effective Date, Maesa shall issue two (2) separate checks for the Civil Penalty payment: (a) one to "OEHHA" in the amount of \$375.00; and one to (b) "Ema Bell" in the amount of \$125.00. The Civil Penalty payment(s) shall be delivered to the addresses identified in § 3.2, below.

3.2 Payment Procedures.

(a) Issuance of Payments. Payments shall be delivered as follows:

(i) All payments owed to Bell, pursuant to § 3.1 shall be delivered to the following payment address:

Evan J. Smith, Esquire
Brodsky Smith

Two Bala Plaza, Suite 805
Bala Cynwyd, PA 19004.

(ii) All payments owed to OEHHHA (EIN: 68-0284486), pursuant to § 3.1 shall be delivered directly to OEHHHA (Memo Line "Prop 65 Penalties") at the following addresses:

For United States Postal Service Delivery:

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

For Non-United States Postal Service Delivery:

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

(b) Copy of Payments to OEHHHA. Maesa agrees to provide Bell's counsel with a copy of the check payable to OEHHHA, simultaneously with its penalty payment to Bell, to be delivered to the address provided in § 3.2(a)(i), as proof of payment to OEHHHA.

(c) Tax Documentation. Maesa agrees to provide a completed IRS 1099 for its payments to, and Bell agrees to provide IRS W-9 forms for, each of the following payees under this Settlement Agreement:

(i) "Ema Bell" whose address and tax identification number shall be provided within five (5) calendar days of the Effective Date;

(ii) "Brodsky Smith" (EIN: 23-2971061) at the address provided in Section 3.2(a)(i); and

(iii) "Office of Environmental Health Hazard Assessment" 1001 "I" Street, Sacramento, CA 95814.

4. **REIMBURSEMENT OF FEES AND COSTS**

The Parties acknowledge that Bell and her counsel offered to reach preliminary agreement on the material terms of this dispute before reaching terms on the amount of fees and costs to be reimbursed to her. The Parties thereafter reached an accord on the compensation due to Bell and her counsel under general contract principles and the private attorney general doctrine and principles codified at California Code of Civil Procedure § 1021.5, for all work performed through the Effective Date. Under these legal principles, Maesa shall reimburse Bell's counsel for fees and costs incurred as a result of investigating and bringing this matter to the attention of Maesa, and negotiating a settlement in the public interest. Within ten (10) business days of the Effective Date, Maesa shall send a check payable to "Brodsky Smith" in the amount of \$12,000.00 for delivery to the address identified in § 3.2(a)(i), above or wire the amount to the Brodsky Smith Trust Account. Counsel for Bell shall send the wire instructions to counsel for Maesa within ten (10) days after the Effective Date.

5. **RELEASE OF ALL CLAIMS**

5.1 Release of Maesa and Downstream Customers and Entities. This Settlement Agreement is a full, final and binding resolution between Bell, acting on her own behalf, and Maesa, of any violation of Proposition 65 that was or could have been asserted by Bell or on behalf of her past and current agents, representatives, attorneys, heirs, executors, administrators, insurers, successors, and/or assigns (collectively, the "Bell Releasers") for the claims in the Notices, including but not limited to failure to provide warnings for alleged exposures to DEA from use of the Products, and the Bell Releasers hereby release any such claims against Maesa and its parents, subsidiaries, affiliated entities, shareholders, marketplaces, directors, officers, agents, employees, attorneys, successors and assignees, and each entity to whom Maesa directly or indirectly distributes or sells the Products, including but not limited to, downstream distributors, wholesalers, customers, retailers, including but not limited to Walmart, and its respective subsidiaries, affiliates and parents, franchisees, cooperative members and licensees (collectively, the "Maesa Releasees"), from all claims, disputes, demands, liens, agreements, contracts, covenants, actions, suits, causes of action, commissions, obligations, debts, expenses, attorneys' fees, damages, judgments, orders and liabilities for violations

of Proposition 65 whether now known, suspected, unsuspected, including, but not limited to those in the Notices, which the Releasors may now own, hold, or claim, or have at any time heretofore owned or held, or could hold or assert in the future against the Maesa Releasees relating in any way to Maesa's Products (collectively, the "Released Claims").

In further consideration of the promises and agreements herein contained, and for the payments to be made pursuant to §§ 3 and 4 above, the Bell Releasors hereby covenant not to sue and waive any right to institute, assist, participate in, directly or indirectly, any form of legal action and release all claims that the Bell Releasors may have, including without limitation, all actions and causes of action in law and in equity, all obligations, expenses (including without limitation all attorneys' fees, expert fees, and investigation fees, and costs), damages, losses, liabilities and demands against any of the Maesa Releasees of any nature, character, or kind, whether known or unknown, suspected or unsuspected, arising out of or related to the Released Claims. For clarify, other than what may be required of by law or a lawful order of a court of competent jurisdiction, Bell expressly agrees to not assist any individual or entity in any manner in bringing, maintaining, or advancing any claim or litigation regarding the Released Claims. Brodsky Smith further covenants and agrees that it will not solicit or seek out any potential clients to bring or advance any claims or litigation relating to the Products. Each of Bell and Brodsky Smith further represent and warrant that they do not have knowledge of any other persons (including natural persons, businesses, law firms, or any type of entity), including current or potential clients of Brodsky Smith, who intend to bring, or are contemplating bringing, claims, lawsuits, or any proceedings against the Maesa Releasees concerning the Products. Brodsky Smith hereby represents that they have no present plan or intention and further covenants that they will not refer any other clients to any other attorney, regarding any such claims against the Maesa Releasees and that, to their knowledge, they have no financial and/or legal interest in any other clients not a party to this Settlement Agreement who allege any claims regarding the Products against the Maesa Releasees. This section is intended to comply with section 5.6(b) of the California Rules of Professional Conduct and is not intended to, nor shall it be construed to, restrict

Bell's counsel from practicing law including from providing legal representation in future matters adverse to Maesa.

5.2 Maesa's Release of Bell. The Maesa Releasees hereby release, discharge, and waive the Bell Releasees against any and all claims relating to the issues raised in the Notices, whether now known or heretofore known.

5.3 Waiver of California Civil Code § 1542. It is a further part of the consideration hereof and is the intention of the Parties, and each of them, in executing the above releases that the same shall be effective, upon satisfaction of the conditions set forth herein, as a bar to any and all claims, demands, liens, agreements, contracts, covenants, actions, suits, causes of action, commissions, obligations, debts, expenses, attorneys' fees, litigation costs, damages, judgments, orders and liabilities specified in the above releases and Bell hereby expressly waives any and all rights or benefits conferred by California Civil Code Section 1542 (or any analogue of or counterpart to Section 1542 under the law of any other state) and expressly consents that the releases shall have full force and effect according to their express terms and conditions, including but not limited to those relating to unknown and unsuspected claims, demands, liens, agreements, contracts, covenants, actions, suits, causes of action, commissions, obligations, debts, expenses, attorneys' fees, litigation costs, damages, judgments, orders and liabilities, if any, as well as those relating to any other claims, demands, liens, agreements, contracts, covenants, actions, suits, causes of action, commissions, obligations, debts, expenses, attorneys' fees, damages, judgments, orders and liabilities hereinabove specified. . California Civil Code § 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.

Bell and Maesa each respectively acknowledge and understand the significance and consequences of this specific waiver of California Civil Code § 1542.

5.4 Deemed Compliance with Proposition 65. The Parties agree that compliance by Maesa with this Settlement Agreement constitutes compliance with Proposition 65 with respect to exposure to DEA from use of the Products.

5.5. Public Benefit. It is the Parties' understanding that the commitments Maesa has agreed to herein, and the actions to be taken by Maesa under this Settlement Agreement, including payment of a civil penalty, would 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 intent of the Parties that, to the extent any other private party initiates an action alleging a violation of Proposition 65 with respect to Maesa's failure to provide a warning concerning exposure to DEA prior to use of the Products it has manufactured, distributed, sold, 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 those Products addressed in this Settlement Agreement, provided that Maesa is in material compliance with this Settlement Agreement.

6. SEVERABILITY

If, subsequent to the execution of this Settlement Agreement, 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 but only to the extent the deletion of the provision deemed unenforceable does not materially affect, or otherwise result in the effect of the Settlement Agreement being contrary to the intent of the Parties in entering into this Settlement Agreement.

7. GOVERNING LAW

The terms of this Settlement Agreement shall be governed by the law of the State of California and apply within the State of California.

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 or two-day courier on any Party by the other Party to the following addresses:

For Maesa:

William F. Tarantino
Morrison & Foerster LLP
425 Market St.,
San Francisco, CA 94105

With a copy to:

Maesa LLC
225 Liberty Street, Suite 2301
New York, NY 10281
Attn: Legal

For Bell:

Evan J. Smith
Brodsky Smith
Two Bala Plaza, Suite 805
Bala Cynwyd, PA 19004

Either 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: SIGNATURES

This Settlement Agreement may be executed in counterparts and by facsimile or .pdf signature, 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 § 25249.7(f)

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

11. MODIFICATION

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

12. ENTIRE AGREEMENT

This Settlement Agreement contains the sole and entire agreement of the Parties and any and all prior negotiations and understandings related hereto shall be deemed to have been merged within it. No representations or terms of agreement other than those contained herein exist or have been made by any Party with respect to the other Party or the subject matter hereof.

13. MUTUAL NON-DISPARAGEMENT

Bell and Smith Brodsky each agree that they will not publicly disparage or discuss the Products or Maesa and/or the Maesa Releasees, and further specifically agree not to discuss, post or comment about the settlement, this Settlement Agreement, Maesa, or the Products in any manner or on any web or social media site. Maesa agrees that it will not publicly disparage Bell or Smith Brodsky.

14. AUTHORIZATION

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

AGREED TO:

Date: _____

By: _____

Ema Bell

AGREED TO:

Date: Feb 9, 2026

By: _____



Maesa LLC

AGREED TO:

Date: _____

By: _____

Brodsky Smith

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This Settlement Agreement contains the sole and entire agreement of the Parties and any and all prior negotiations and understandings related hereto shall be deemed to have been merged within it. No representations or terms of agreement other than those contained herein exist or have been made by any Party with respect to the other Party or the subject matter hereof.

13. MUTUAL NON-DISPARAGEMENT

Bell and Smith Brodsky each agree that they will not publicly disparage or discuss the Products or Maesa and/or the Maesa Releasees, and further specifically agree not to discuss, post or comment about the settlement, this Settlement Agreement, Maesa, or the Products in any manner or on any web or social media site. Maesa agrees that it will not publicly disparage Bell or Smith Brodsky.

14. AUTHORIZATION

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

AGREED TO:

Date:

By:

Ema Bell

AGREED TO:

Date:

By:

Maesa LLC

AGREED TO:

Date:

By:

Brodsky Smith