SETTLEMENT AGREEMENT

1. INTRODUCTION

1.1 The Parties. This Settlement Agreement (the "Settlement Agreement") is entered into by and between Ema Bell ("Bell") and Larroude Inc. ("Larroude"). Together, Bell and Larroude are collectively referred to as the "Parties." 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. Bell alleges that Larroude 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").

1.2 General Allegations. Bell alleges that Larroude has exposed individuals to bisphenol A (BPA) from its sales of Larroude Mariah bow heels, # 25-0825-277230-012999-06-2 without first providing users and consumers of the product with a clear and reasonable health hazard exposure warning as required pursuant to Proposition 65. BPA is listed under Proposition 65 as a chemical known to the State of California to cause birth defects or other reproductive harm.

1.3 Product Description. The products covered by this Settlement Agreement consist solely of the specific product identified as Larroude Mariah bow heels, style/SKU # 25-0825-277230-012999-06-2 (Vendor Style #L113-MARI-CLEA-0143), that have been imported, distributed, offered for sale, and/or sold in California by Larroude and that expose users to BPA (the "Products"). For the avoidance of doubt, "Products" does not include, and this Settlement Agreement does not apply to, any other product manufactured, imported, distributed, sold, or offered for sale by Larroude, whether or not such other product also contains or exposes users to BPA.

1.4 Notice of Violation. On September 26, 2024, Bell served The TJX Companies, Inc., TJ Maxx of CA, LLC (collectively, "TJX"), Larroude, and various public enforcement agencies with a document entitled "Notice of Violation of California Health & Safety Code § 25249.6, et seq." (the "Notice") alleging that Larroude 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 BPA. No public enforcer has diligently prosecuted the allegations set forth in the Notice.

1.5 No Admission. Larroude denies the material factual and legal allegations contained in the Notice and maintains that, to the best of its knowledge, all 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 by Larroude 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 Larroude of any fact, finding, conclusion, issue of law or violation of law, such being specifically denied by Larroude. However, this § 1.5 shall not diminish or otherwise affect the obligations, responsibilities and duties under this Settlement Agreement. Notwithstanding the allegations in the Notice, Larroude maintains that it has not knowingly manufactured, or caused to be manufactured, the Products for sale in California in violation of Proposition 65. This Settlement Agreement, and any negotiations, statements, or actions taken in connection with it, shall not be admissible in, or used as evidence in, any other action or proceeding for any purpose, other than an action to enforce the terms of 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 last executed by the Parties.

2. INJUNCTIVE RELIEF: COMMITMENT NOT TO SELL

2.1 Commitment Not to Sell. Commencing on the date that is sixty (60) days after the Effective Date, and continuing thereafter, Larroude agrees that it shall not itself manufacture, distribute, sell, or offer the Products for sale in California. This commitment applies solely to Larroude's own conduct, and Larroude shall have no obligation to recall, retrieve, relabel, or otherwise take any action with respect to any Products previously manufactured, distributed, or sold by Larroude that remain in the possession, custody, inventory, or control of TJX or any other downstream distributor, retailer, reseller, or customer. The continued sale or offer for sale of any such Products by TJX or any other person or entity shall not constitute a breach of this Settlement Agreement by Larroude. All Products manufactured, distributed, sold, offered for sale, packaged, or put into commerce before the date that is sixty (60) days after the Effective Date shall be subject to the release of liability pursuant to this Settlement Agreement without regarding to when such Products were

manufactured, distributed, sold, offered for sale, packaged, or put into commerce.

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

In settlement of all the claims referred to in this Settlement Agreement, Larroude 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.

3.1 Civil Penalty. Within ten (10) days of the Effective Date, Larroude shall issue two separate checks for the Civil Penalty payment to (a) "OEHHA" in the amount of $375.00; and 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 OEHHA (EIN: 68-0284486), pursuant to § 3.1 shall be delivered directly to OEHHA (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 OEHHA. Larroude agrees to provide Bell's counsel with a copy of the checks payable to OEHHA, simultaneous with its penalty payments to Bell, to be delivered to the address provided in § 3.2(a)(i), as proof of payment to OEHHA.

(c) Tax Documentation. Larroude 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) days after this Settlement Agreement is fully executed by the Parties;

(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 them. 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 mutual execution of this Settlement Agreement. Under these legal principles, Larroude shall reimburse Bell's counsel for fees and costs incurred as a result of investigating and bringing this matter to the attention of Larroude, and negotiating a settlement in the public interest. Within ten (10) days of the Effective Date, Larroude shall issue a check payable to "Brodsky Smith" in the amount of $14,000.00 for delivery to the address identified in § 3.2(a)(i), above.

5. RELEASE OF ALL CLAIMS

5.1 Release of Larroude and Downstream Customers and Entities. This Settlement Agreement is a full, final and binding resolution between Bell, acting on her own behalf, and Larroude, 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, successors, and/or assigns ("Releasors") for failure to provide warnings for alleged exposures to BPA from use of the Products, and Releasors hereby release Larroude and its parents, subsidiaries, affiliated entities, shareholders, marketplaces, directors, officers, agents, employees, attorneys, successors and assignees, and each entity to whom Larroude directly or indirectly distributes or sells the Products, including but not limited to, downstream distributors, wholesalers, customers, retailers, including but not limited to TJX, and its respective subsidiaries, affiliates and parents, franchisees, cooperative members and licensees, and any subsequent purchasers, resellers, or distributors of the Products (collectively, the "Releasees"), from any and all such claims for violations of Proposition 65 based on exposure to BPA from use of the Products that Larroude manufactured, imported, distributed, sold, or offered for sale before the date that is sixty (60) days after the Effective Date, together with any existing inventory of such Products in the possession, custody, or control of any Releasee, regardless of when such Products are subsequently distributed, resold, or sold to customers.

In further consideration of the promises and agreements herein contained, and for the payments to be made pursuant to §§ 3 and 4 above, Bell, on behalf of herself, her past and current agents, representatives, attorneys, successors and/or assignees, hereby covenants not to sue and waives any right to institute, participate in, directly or indirectly, any form of legal action and releases all claims that she 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 Releasees of any nature, character, or kind, whether known or unknown, suspected or unsuspected, limited to and arising out of the alleged or actual exposure to BPA from use of the Products.

5.2 Larroude's Release of Bell. Larroude, on behalf of itself, its past and current agents, representatives, attorneys, successors and/or assignees, hereby waives any and all claims against Bell, her attorneys and other representatives, for any and all actions taken or statements made (or those that could have been taken or made) by Bell and/or her attorneys and other representatives, whether in the course of investigating claims or otherwise seeking to enforce Proposition 65 against it in this matter or with respect to exposure to BPA from use of the Products.

5.3 California Civil Code § 1542. It is possible that other claims not known to the Parties arising out of the facts alleged in the Notice and relating to the Products will develop or be discovered. Bell on behalf of herself only, on one hand, and Larroude, on the other hand, acknowledge that this Settlement Agreement is expressly intended to cover and include all such claims relating to the Products that Larroude manufactured, imported, distributed, sold, or offered for sale on or before the date that is sixty (60) days after the Effective Date, together with any existing inventory of such Products then in the possession, custody, or control of any Releasee, regardless of when such claims arise or are discovered, including all rights of action therefor. The Parties acknowledge that the claims released in §§ 5.1 and 5.2, above, may include unknown claims, and nevertheless waive California Civil Code § 1542 as to any such unknown claims. 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 HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HIS, WOULD HAVE MATERIALLY AFFECTED HIS OR HIS SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Bell and Larroude each 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 Larroude with this Settlement Agreement constitutes compliance with Proposition 65 with respect to exposure to BPA from use of the Products.

5.5. Public Benefit. It is the intent of the Parties that the commitments Larroude has agreed to herein, and the actions to be taken by Larroude under this Settlement Agreement, 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. Accordingly, it is the intent of the Parties that to the extent any other private party or public enforcer initiates or threatens an action alleging a violation of Proposition 65 with respect to a failure to provide a warning concerning exposure to BPA from use of the Products, whether such Products were or are manufactured, imported, distributed, sold, or offered for sale in California by Larroude, any Releasee, or any other person or entity, and whenever such Products were or are placed into commerce, such action would not confer a significant benefit on the general public, provided that Larroude 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 shall be delivered to the applicable party by both (a) electronic mail (email), with such email notice deemed given on the date sent, provided that no delivery-failure or non-delivery notification is received by the sender; and (b) at least one of the following additional methods: (i) personal delivery; (ii) first-class (registered or certified mail) return receipt requested; or (iii) overnight or two-day courier, sent to the addresses set forth below.

For Larroude:

Annefloor de Groot
Nelson Mullins Riley & Scarborough LLP
Atlantic Station, Ste. 1700
201 17th St. N.W.,

Atlanta, GA 30363
Email: annefloor.degroot@nelsonmullins.com

For Bell:

Evan J. Smith
Brodsky Smith
Two Bala Plaza, Suite 805
Bala Cynwyd, PA 19004
Email: esmith@brodskysmith.com

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. 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:	**AGREED TO:**
Date: _____	Date: 9/28/2026
By: _____	By: _____
Ema Bell	Larroude Inc.

13. 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: 9 | 28 | 26

By: _____
Emá Bell

AGREED TO:

Date: _____

By: _____
Larroude Inc.