

## PROPOSITION 65 SETTLEMENT AGREEMENT

### 1. INTRODUCTION

#### 1.1 The Parties

This Settlement Agreement (“**Agreement**”) is entered into by and between Sara Hammond (“**HAMMOND**”) on one hand, and TJX Companies, Marmaxx Operating Companies Inc., and related entities (“**TJX**”) on the other hand, with HAMMOND and TJX individually referred to as a “**Party**” and, collectively, the “**Parties.**” HAMMOND is a California-based individual proceeding in the public interest pursuant to California Health & Safety Code § 25249.7(d) to ensure that chemicals known to the State of California to cause cancer, birth defects or other reproductive harm are disclosed in or eliminated from consumer products sold in California. TJX is a person in the course of doing business for purposes of California Health & Safety Code § 25249.11(b).

#### 1.2 Consumer Product Description

HAMMOND alleges that TJX sells, and distributes for sale in California travel accessories containing di(2-ethylhexyl) phthalate (“**DEHP**”) manufactured by Frasier Sterling Inc, which includes *Frasier Sterling Passport Cases (SKU 74619797000599)*, without providing the health hazard warning that HAMMOND alleges is required by California Health & Safety Code § 25249.5 *et seq.* (“**Proposition 65**”). *Frasier Sterling Passport Cases (SKU 74619797000599)* are referred to hereinafter as the “**Products.**” DEHP is listed pursuant to Proposition 65 as a chemical known to the State of California to cause cancer and birth defects or other reproductive harm.

#### 1.3 Notice of Violation

On or about April 17, 2025, HAMMOND served TJX, Frasier Sterling, Inc (“**Frasier Sterling**”), the California Attorney General, and the requisite public enforcement agencies with 60-Day Notice of Violation (AG Number 2025-01237) (the “**Notice**”), alleging TJX and Frasier Sterling violated Proposition 65 by failing to warn its customers and consumers in California

that its Products allegedly expose users to DEHP. No public enforcer has commenced and is diligently prosecuting an action to enforce the allegations in the Notice.

#### **1.4 No Admission**

TJX and Frasier Sterling deny the factual and legal allegations contained in the Notice and maintain that all products it has sold or distributed for sale in California, including the Products, have been, and are, in compliance with all laws. Nothing in this Agreement shall constitute or be construed as, nor shall compliance with this Agreement constitute or be construed as, an admission by TJX or Frasier Sterling of any fact, finding, conclusion of law, issue of law, or violation of law. This section shall not, however, diminish or otherwise affect the Parties' obligations, responsibilities, and duties under this Agreement.

#### **1.5 Effective Date**

For purposes of this Agreement, "**Effective Date**" shall mean the date this Agreement is executed by the Parties. If the California Attorney General has any objections to or comments about the Agreement, then the Parties will use reasonable efforts to address any objections or comments so as to allow the Parties to move forward with the Agreement provided the terms remain materially the same as set forth in this Agreement and/or are agreeable to the Parties.

## **2. INJUNCTIVE RELIEF: REFORMULATION OR WARNINGS**

### **2.1 Commitment to Reformulate or Warn**

Commencing 30 days after the Effective Date and continuing thereafter, the Products Frasier Sterling manufactures, imports, sells, ships, or distributes for sale in or into California, directly or through one or more third party retailers or e-commerce marketplaces, shall meet the Reformulation Standard for Reformulated Products, as defined by Section 2.2 or be accompanied by a clear and reasonable warning pursuant to Section 2.3.

### **2.2 Reformulation Standard**

For purposes of this Agreement, "Reformulated Products" are defined as Products which, if they contain di(2-ethylhexyl) phthalate ("DEHP"), contains such chemical in a maximum concentration of less than 0.1 percent (1,000 parts per million) when analyzed by a

laboratory certified or accredited by the State of California, the United States Food and Drug Administration/Environmental Protection Agency, the National Environmental Laboratory Accreditation Program, or a member accreditation body of the International Laboratory Accreditation Cooperation. For purposes of compliance with this reformulation standard, testing samples shall be prepared and extracted using methodologies accepted by by federal or state government agencies to determine phthalate content in a solid substance.

### **2.3 Clear and Reasonable Warnings**

Commencing 30 days after the Effective Date, Frasier Sterling shall provide clear and reasonable warnings for Products that are not Reformulated Products provided for sale to customers in or into the State of California in accordance with this Section pursuant to Title 27 California Code of Regulations § 25600, et seq. Each warning shall be compliant with Proposition 65 which currently requires, *inter alia*, that it be prominently placed 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 before purchase or use and shall be provided in a manner such that it clearly associated with the specific Products to which the warning applies.

#### **(a) Warnings**

##### **Option 1:**

**⚠WARNING [or] CA WARNING [or] CALIFORNIA WARNING:** This product can expose you to chemicals including di(2-ethylhexyl) phthalate (DEHP), which is 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](http://www.P65Warnings.ca.gov).

OR

##### **Option 2:**

**⚠WARNING [or] CA WARNING [or] CALIFORNIA WARNING:** Risk of cancer and reproductive harm from exposure to di(2-ethylhexyl) phthalate (DEHP). See [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

OR

**Option 3:**

**⚠ WARNING [or] CA WARNING [or] CALIFORNIA WARNING:** Can expose you to di(2-ethylhexyl) phthalate (DEHP), a carcinogen and reproductive toxicant. See [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

OR

**Option 4:** The following warning statement may be used on Products manufactured and labeled prior to January 1, 2028:

**⚠ WARNING:** Cancer and Reproductive Harm -- [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

**(b) Foreign Language Requirement.**

Where a consumer product sign, label or shelf tag used to provide a warning includes consumer information in language(s) other than English, the warning must also be provided in the other language(s) in addition to English.

**3. MONETARY SETTLEMENT TERMS**

**3.1 Civil Penalty**

Pursuant to Health and Safety Code § 25249.7(b), on behalf of TJX, Frasier Sterling agrees to pay a civil penalty of \$500.00 no later than December 15, 2026. The civil penalty payment will be allocated according to Health and Safety Code §§ 25249.12(c)(1) and (d), with seventy-five percent (75%) of the penalty paid to the California Office of Environmental Health Hazard Assessment (“OEHHA”), and the remaining twenty-five percent (25%) retained by HAMMOND. Frasier Sterling on behalf of TJX shall issue its payment in two checks made payable to: (a) “OEHHA” in the amount of \$375.00; and (b) Sara Hammond in the amount of \$125.00. Payment shall be sent to plaintiff’s counsel, and plaintiff’s counsel will distribute the checks to OEHHA and Sara Hammond.

**3.2 Reimbursement of Attorneys’ Fees and Costs**

No later than December 15, 2025, on behalf of TJX, Frasier Sterling agrees to pay the amount of \$19,500 payable to “Joseph D. Agliozzo Law Corporation” for all fees and costs incurred investigating, bringing this matter to TJX’s attention, negotiating a settlement in the

public interest, and reporting its terms to Office of the California Attorney General pursuant to Section 9.

**3.3 Payments**

3.3.1 All payments shall be made by check and sent via overnight mail with tracking numbers provided to HAMMOND'S counsel and addressed as follows:

Joseph D. Agliozzo, Law Corporation  
1601 N. Sepulveda Boulevard, # 649  
Manhattan Beach, CA 90266

**3.4 Tax Documentation**

3.4.1 Concurrent with the payment obligations set forth hereunder, completed 1099 and W9 forms shall be issued for the above payments.

3.4.1.1 A 1099 shall be issued to OEHHA, PO Box 4010, Sacramento, CA 95184 (EIN: 68-0284486) in the amount of \$375.00.

3.4.1.2 A 1099 shall be issued in the amount of \$125.00 to Sara Hammond be addressed to Sara Hammond C/O Joseph D. Agliozzo, Law Corporation and shall be delivered to Joseph D. Agliozzo, Law Corporation, 1601 N. Sepulveda, #649, Manhattan Beach, CA 90266.

3.4.1.3 HAMMOND'S counsel shall provide counsel for Frasier Sterling with a W-9 for payments made to both HAMMOND and Joseph D. Agliozzo Law Corporation.

**4. CLAIMS COVERED AND RELEASED**

**4.1 HAMMOND's Release of TJX and Frasier Sterling**

This Agreement is a full, final and binding resolution between HAMMOND, as an individual and *not* on behalf of the public, and TJX and Frasier Sterling of any violation of Proposition 65 that was or could have been asserted by HAMMOND on behalf of itself, its past and current agents, representatives, attorneys, successors, and/or assignees, against TJX

Companies and Marmaxx Operating Companies Inc and Fraiser Sterling Inc, each of its parents, subsidiaries, affiliated entities under common ownership or control, including their: directors, officers, employees, attorneys, and each entity to whom TJX or Fraiser Sterling directly or indirectly distributes or sells the Products, and upstream entities that manufacture the Products, including, but not limited to, downstream distributors, wholesalers, customers, retailers, franchisees, cooperative members, and licensees (collectively, "Releasees"), based on their alleged failure to warn under Proposition 65 about alleged exposures to DEHP contained in the Products, defined at Section 1.2, that were manufactured, distributed, sold and/or offered for sale by TJX in California, or otherwise in the stream of commerce, before the Effective Date, as alleged in the Notice.

In further consideration of the promises and agreements herein contained, HAMMOND as an individual and *not* on behalf of the public, on behalf of itself, its past and current agents, representatives, attorneys, successors, and/or assignees, hereby waives all of HAMMOND's rights to institute or participate in, directly or indirectly, any form of legal action and releases all claims that HAMMOND may have, 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 exclusively, investigation fees, expert fees, and attorneys' fees arising under Proposition 65 with respect to DEHP in the Products, as that term is specifically defined at Section 1.2, that were manufactured, distributed, sold and/or offered for sale by TJX, before the Effective Date (collectively, "Claims"), against TJX and Releasees.

#### **4.2 TJX and Fraiser Sterling Release of HAMMOND**

TJX, on behalf of itself, its past and current agents, representatives, attorneys, successors, and assignees, hereby waives any and all claims against HAMMOND and its attorneys and other representatives, for any and all actions taken or statements made (or those that could have been taken or made) by HAMMOND and its attorneys and other representatives, whether in the course of investigating claims or otherwise seeking to enforce Proposition 65 against it in this matter with respect to the Products.

Frasier Sterling, on behalf of itself, its past and current agents, representatives, attorneys, successors, and assignees, hereby waives any and all claims against HAMMOND and its attorneys and other representatives, for any and all actions taken or statements made (or those that could have been taken or made) by HAMMOND and its attorneys and other representatives, whether in the course of investigating claims or otherwise seeking to enforce Proposition 65 against it in this matter with respect to the Products.

#### **4.3 Mutual Waiver of 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. HAMMOND on behalf of itself only, on one hand, and TJX on behalf of itself only, on the other hand, acknowledge that this Settlement Agreement is expressly intended to cover and include all such claims up through the Effective Date. The Parties acknowledge that the claims released in Sections 4.1 and 4.2 may include unknown claims, and nevertheless waive 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.**

HAMMOND, Frasier Sterling and TJX each acknowledge that each has made an investigation of the facts pertaining to this Agreement and to the released claims to the extent it deems necessary. HAMMOND, Frasier Sterling and TJX each acknowledge that each may hereafter discover facts in addition to, contrary to, or different from those it now knows or believes to be true with respect to the matters set forth herein. Nevertheless, it is the intention of HAMMOND, Frasier Sterling and TJX each to fully, finally, and forever settle and release all claims related to the Products of any kind or nature whatsoever that were in existence as of the Effective Date of this Agreement. In furtherance of the Parties' intent, the release in this Agreement shall remain in full and complete effect notwithstanding the discovery or existence

of any additional, contrary, or different facts. HAMMOND, Frasier Sterling and TJX each acknowledge and understand the significance and consequences of this specific waiver of California Civil Code § 1542.

**5. SEVERABILITY**

If, subsequent to the execution of this Agreement, any provision of this Agreement is deemed by a court to be unenforceable, the validity of the remaining provisions shall not be adversely affected.

**6. GOVERNING LAW**

The terms of this Agreement shall be governed by the laws of the State of California and apply within California. Nothing in this Agreement shall be interpreted to relieve TJX or Frasier Sterling from its obligation to comply with any pertinent state or federal law or regulation.

**7. NOTICE**

Unless specified herein, all correspondence and notice required by this Agreement shall be in writing and sent with a courtesy copy via email plus by: (i) first-class registered or certified mail, return receipt requested; or (ii) a recognized overnight courier to any Party by the other at the following addresses:

For Frasier Sterling (and on behalf of TJX):

Kristin Larson, Esq.  
Stradling Yocca Carlson & Rauth LLP  
800 Anacapa Street, Suite A  
Santa Barbara, CA 93101  
[klarson@stradlinglaw.com](mailto:klarson@stradlinglaw.com)

For HAMMOND:

Joseph D. Agliozzo, Law Corporation  
1601 N. Sepulveda Boulevard, # 649  
Manhattan Beach, CA 90266

Any Party may, from time to time, specify in writing to the other Party a change of address to which all notices and other communications shall be sent.

**8. COUNTERPARTS, FACSIMILE AND PDF SIGNATURES**

This Agreement may be executed in counterparts and by portable document format (pdf) signature, including via Docusign or a similar electronic signature software or application, of which shall be deemed an original and, all of which, when taken together, shall constitute one and the same document.

**9. COMPLIANCE WITH REPORTING REQUIREMENTS**

HAMMOND and its counsel agree to comply with the reporting form requirements referenced in California Health and Safety Code § 25249.7(f).

**10. ENTIRE AGREEMENT**

This Agreement contains the sole and entire agreement and understanding of the Parties with respect to the entire subject matter hereof, and any and all prior discussions, negotiations, commitments, or understandings related thereto, if any, are hereby merged herein and therein. There are no warranties, representations, or other agreements between the Parties except as expressly set forth herein. No representations, oral or otherwise, express or implied, other than those specifically referred to in this Agreement have been made by any Party hereto. No other agreements not specifically contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind any of the Parties hereto.

**11. MODIFICATION**

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

**12. AUTHORIZATION**

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

**AGREED TO:**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Sara Hammond

**AGREED TO:**

Date: November 20, 2025

By: Frasier Lipton

Its: Chief Executive Officer  
Frasier Sterling, Inc

**AGREED TO:**

Date: 11/18/25

By: [Signature]

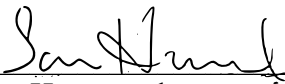
Its: VP, Legal - Litigation + Regulatory  
TJX Companies, Inc. Counsel

**12. AUTHORIZATION**

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

**AGREED TO:**

Date: November 20, 2025

By:   
Sara Hammond

**AGREED TO:**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_  
Frasier Sterling, Inc

**AGREED TO:**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_  
TJX Companies, Inc.