

SETTLEMENT AGREEMENT

1. INTRODUCTION

1.1 The Parties. This Settlement Agreement is entered into by and between Ema Bell (“Bell”) and Mud Pie, LLC (“Mud Pie”). Together, Bell and Mud Pie 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 Mud Pie 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 Mud Pie has exposed individuals to lead from its sales of strawberry tabletops without first providing users and consumers of the product with a clear and reasonable health hazard exposure warning as required pursuant to Proposition 65. Lead 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 Product Description. The products covered by this Settlement Agreement are strawberry tabletops (the “Products”) that have been imported, distributed, offered for sale and/or sold in California by Mud Pie, and that Bell alleges expose users to lead.

1.4 Notice of Alleged Violation. On July 11, 2025, Bell served The TJX Companies, Inc., Marshalls of CA, LLC (collectively, “TJX”), and various public enforcement agencies with a document entitled “Notice of Violation of California Health & Safety Code § 25249.6, et seq.” (the “July Notice”). The July Notice provided TJX and such others, including public enforcers, with notice of Bell’s allegations that TJX 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 lead. To the Parties knowledge, no public enforcer has diligently prosecuted the allegations set forth in the July Notice.

On September 19, 2025, Bell served Mud Pie and various public enforcement agencies with a document entitled “Notice of Violation of California Health & Safety Code § 25249.6, et seq.” (the

“September Notice”). The September Notice provided Mud Pie and such others, including public enforcers, with notice of Bell’s allegations that Mud Pie was in violation of California Health & Safety Code § 25249.6, for the alleged failure to warn California consumers and customers that use of the Products will expose them to lead. To the Parties knowledge, no public enforcer has diligently prosecuted the allegations set forth in the September Notice.

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

1.5 No Admission. Mud Pie denies the material factual and legal allegations contained in the Notices 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 Mud Pie of any allegation, fact, finding, issue of law, or violation of law; nor shall compliance with this Settlement Agreement constitute or be construed as an admission by Mud Pie of any allegation, fact, finding, conclusion, issue of law or violation of law, such being specifically denied by Mud Pie. 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, Mud Pie maintains that it has not knowingly manufactured, or caused to be manufactured, distributed, or sold 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 date this Agreement is last executed by the Parties.

2. INJUNCTIVE RELIEF: DISCONTINUANCE OF PRODUCTS

Commencing upon the Effective Date, and continuing thereafter, the Products will be discontinued. Mud Pie will not manufacture, distribute, or sell the Products in California or anywhere within the United States.

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

In settlement of all the allegations and claims referred to in this Settlement Agreement, Mud Pie shall pay \$500.00 as a Civil Penalty in accordance with this Section. The Parties agree this Civil Penalty is adequate based on the nature, extent, number, and severity of the alleged violation, the good

faith measures Mud Pie took to comply with Proposition 65 with respect to the Products, the lack of willful misconduct, and the injunctive relief agreed to herein. 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 fifteen (15) business days of the Effective Date, Mud Pie shall deliver two (2) 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

The payments owed to Bell pursuant to § 3.1 shall be held in trust by Brodsky Smith until Bell provides proof of the reporting described in § 10 herein is provided to Mud Pie.

(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.** Mud Pie 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.** Mud Pie 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 agreement. Under these legal principles, Mud Pie shall reimburse Bell’s counsel for fees and costs incurred as a result of investigating and bringing this matter to the attention of Mud Pie, and negotiating a settlement in the public interest. Within fifteen (15) business days of the Effective

Date, Mud Pie shall deliver a check payable to “Brodsky Smith” in the amount of \$8,000.00 for delivery to the address identified in § 3.2(a)(i), above.

5. RELEASE OF ALL CLAIMS

5.1 Release of Mud Pie and Downstream Customers and Entities. This Settlement Agreement is a full, final and binding resolution between Bell, acting on her own behalf, and Mud Pie, 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 (“Releasers”) for failure to provide warnings for alleged exposures to lead from use of the Products, and Releasers hereby release any such claims against Mud Pie and its parents, subsidiaries, affiliated entities, shareholders, marketplaces, directors, officers, agents, employees, attorneys, successors and assignees, and each entity to whom Mud Pie directly or indirectly distributes or sells the Products, including but not limited to, downstream distributors, wholesalers, customers, retailers, including but not limited to TJX, its respective subsidiaries, affiliates and parents, franchisees, cooperative members and licensees (collectively, the “Releasees”), from all claims for violations of Proposition 65 within 60 days after the Effective Date based on exposure to lead from use of the Products.

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 lead from use of the Products.

5.2 Mud Pie’s Release of Bell. Mud Pie, 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 lead from 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 Mud Pie, on the other hand, acknowledge that this Agreement is expressly intended to cover and include all such claims up through 60 days after the Effective Date, 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 HER OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HER OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Bell and Mud Pie 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 Mud Pie with this Settlement Agreement constitutes compliance by Mud Pie with Proposition 65 with respect to exposure to lead from use of the Products.

5.5. Public Benefit. It is Mud Pie's understanding that the commitments it has agreed to herein, and actions to be taken by Mud Pie under this Settlement Agreement, 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 Mud Pie that to the extent any other private party initiates an action alleging a violation of Proposition 65 with respect to Mud Pie's failure to provide a warning concerning exposure to lead 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 Mud Pie is in material compliance with this Settlement Agreement.

6. SEVERABILITY

This Settlement Agreement is intended to be performed in accordance with and to the extent permitted by all applicable laws, ordinances, rules and regulations. If any part, subpart, or provision of this Settlement Agreement or application thereof to any person, corporation, entity, or circumstance shall, for any reason and to any extent, be deemed by a court to be unenforceable, invalid, or void, 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 Mud Pie:

Al B. Hill
Burr & Forman
1075 Peachtree St. N.E., Ste. 3000
Atlanta, GA 30309

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. FURTHER COOPERATION

Each Party hereto agrees to execute all such further and additional documents and instruments, as shall be necessary or expedient to carry out the provisions of this Settlement Agreement and shall promptly and in good faith undertake all reasonable acts to effectuate the provisions of this Settlement Agreement.

13. BINDING

This Settlement Agreement shall be binding, as set forth herein, upon each of the Parties and each of the Parties' directors, officers, members, shareholders, trustees, partners, successors, agents, assigns, attorneys, employees, heirs, and personal representatives, if any, and upon those who may assume any or all of the above-described capacities subsequent to the execution and Effective Date. The terms of this Settlement Agreement shall inure, as set forth herein, to the benefit of each of the Parties and each of the Parties' directors, officers, members, shareholders, trustees, partners, successors, agents, assigns, attorneys employees, heirs, and personal representatives, if any.

14. NO PRIOR ASSIGNMENT

Each of the undersigned Parties represents and warrants that it, he or she owns the claims released hereby; that no other person or entity has any interest in such claims; that it, he or she has not

sold, assigned, conveyed or otherwise transferred any such claim, or any other claim or demand against any person released hereby; and, that it, he or she has the sole right to settle and release such claims. The undersigned represent and warrant that to the best of their information and belief, they have no knowledge of any claims held by one against the other that are not released hereby.

15. LEGAL ADVICE

The Parties have entered into this Settlement Agreement freely, and each Party has had the opportunity to consult with independent legal counsel with respect to the advisability of making the settlement provided for herein and of executing this Settlement Agreement and all other matters contained herein. The Parties hereby confirm that they understand that the facts may turn out to be other than or different from the facts now known or believed to be true; the Parties knowingly assume that risk and acknowledge and agree that this Settlement Agreement shall remain in effect and shall not be subject to termination or revocation by reason of any such different facts. Each Party acknowledges that he/she/it fully understands and consents to the terms of the Settlement Agreement.

16. INVESTIGATION

The Parties hereby acknowledge that they have been represented in the negotiations for, and in preparation of, this Settlement Agreement by counsel of their choice, that they have read this Settlement Agreement and have had it fully explained to them by such counsel, and that they are fully aware of the contents of this Settlement Agreement and of the legal effect of each and every provision thereof. Each Party to this Settlement Agreement has made such investigation of the facts pertaining to this Settlement Agreement and of all of the matters pertaining thereto as it deems necessary.

17. CONSTRUCTION

In construing this Agreement, none of the Parties hereto shall have any term or provision, or any uncertainty or ambiguity as to any term or provision herein, construed against such Party solely by reason of such party having drafted the same, as a result of the manner of the preparation of this Settlement Agreement, or otherwise. Each term and provision of this Settlement Agreement shall be construed and interpreted so as to render it enforceable. In the event any provision of this Settlement

Agreement is held to be illegal or unenforceable, the remainder of this Settlement Agreement shall be binding and enforceable.

18. HEADINGS

Headings or captions contained in this Settlement Agreement are solely for the convenience of the Parties, are not a part of this Settlement Agreement, and shall not be used for the interpretation of, or determination of the validity of, this Settlement Agreement or any provision hereof.

19. 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.

20. 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: 2/20/2026

By: _____
Ema Bell

By: Mark Smith
Mud Pie, LLC

Agreement is held to be illegal or unenforceable, the remainder of this Settlement Agreement shall be binding and enforceable.

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20. 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: February 23, 2026

Date: _____

By: 
Emma Bell

By: _____
Mud Pie, LLC