

SETTLEMENT AGREEMENT

BETWEEN

SARA HAMMOND

AND

BIOWORLD MERCHANDISING INC.

Sara Hammond (“Hammond”) and Bioworld Merchandising Inc. and related entities (herein collectively referred to as “Bioworld”) (Hammond and Bioworld are collectively referred to as the “Parties”), enter into this agreement (“Settlement Agreement”) for the purpose of avoiding prolonged and costly litigation to settle Hammond’s allegations that Bioworld violated Proposition 65. The effective date of this Settlement Agreement shall be the date upon which it is fully executed by all Parties hereto and all Parties have received notice of such execution (the “Effective Date”). The “Compliance Date” shall be ninety (90) days after the Effective Date.

1. Introduction

- 1.1. Hammond alleges she is an individual who seeks to promote awareness of exposures to toxic chemicals and improve human health by reducing or eliminating hazardous substances contained in consumer and industrial products.
- 1.2. Hammond alleges that Bioworld previously either sold, offered for sale, imported, distributed, or manufactured the Plant a Paper Bag product, SKU 125512226929501299; UPC None (referred to throughout as the “Covered Product”).

- 1.3. Hammond alleges that the Covered Product contains Di(2-ethylhexyl)phthalate (“DEHP”), and that Bioworld did not provide a required warning in compliance with the California Safe Drinking Water and Toxic Enforcement Act of 1986 (Cal. Health & Safety Code § 25249.5, *et seq.* (“Proposition 65”).
- 1.4. On January 1, 1988 the Governor of California added DEHP to the list of chemicals known to the State to cause cancer, and on October 24, 2003, the Governor added DEHP to the list of chemicals known to the State to cause developmental male reproductive toxicity. These additions took place more than twenty (20) months before Hammond served her “Sixty-Day Notice Of Violation Sent in Compliance With California Health & Safety Code § 25249.7(d)” which is further described below.
- 1.5. DEHP is referred to hereafter as the “Listed Chemical”.
- 1.6. On or about November 5, 2025 Hammond alleges she served Bioworld Merchandising Inc., The TJX Companies, Inc. (Marshalls Stores), Marmaxx Operating Corp., and certain relevant public enforcement agencies with a Sixty-Day Notice of Violation that was sent pursuant to California Health & Safety Code § 25249.7(d) alleging the Covered Product contained the Listed Chemical (the “Notice”). To the best of the Parties’ knowledge, no public enforcer has commenced or is diligently prosecuting the allegations set forth in the Notice.

- 1.7. The Notice alleged that Bioworld violated Proposition 65 by failing to warn consumers in California that use of the Covered Products exposed persons to the Listed Chemical.
- 1.8. The Parties enter into this Settlement Agreement to settle all disputed claims between them concerning the Parties' and the Covered Products' compliance with Proposition 65 (the "Dispute").
- 1.9. Bioworld disputes, denies, and does not admit Hammond's allegations described in this Settlement Agreement and in the Notices.
- 1.10. By execution of this Settlement Agreement, the Parties do not admit any facts or conclusions of law, including, but not limited to, any facts or conclusions of law regarding any violation of Proposition 65, or any other statutory, regulatory, common law, or equitable doctrine. Nothing in this Settlement Agreement shall be construed as an admission by the Parties of any fact, conclusion of law, issue of law, or violation of law. Nothing in this Settlement Agreement, nor compliance with its terms, shall constitute or be construed, considered, offered, or admitted as evidence of an admission or evidence of fault, wrongdoing, or liability by Bioworld, its past, present, and future officers, directors, employees, or parents, subsidiaries or affiliates, sister and related companies, licensees, licensors, suppliers, manufacturers, importers, distributors or retailers of its products, in any administrative or judicial proceeding or litigation in any court, agency, or forum. Except for the allegations settled and compromised, nothing in this Settlement

Agreement shall prejudice, waive, or impair any right, remedy, argument, or defense that Hammond or Bioworld may have in any other legal proceeding as to allegations unrelated to the Dispute or claims released herein.

2. Release

2.1. This Settlement Agreement is a full, final, and binding resolution between Hammond, acting in her individual capacity, on the one hand, and (a) Bioworld, and its past, present, and future owners, parents, subsidiaries, affiliates, sister and related companies, licensees, licensors, suppliers, manufacturers, importers, distributors, employees, shareholders, members, officers, directors, insurers, attorneys, predecessors, successors, and assigns (collectively “Releasees”) and (b) any retailers, and related entities and any additional entities to whom Releasees directly or indirectly provide, distribute, or sell the Covered Product (“Downstream Releasees”) including, without limitation, The TJX Companies, Inc. (Marshalls Stores), and Marmaxx Operating Corp. and their past, present, and future owners, parents, subsidiaries, affiliates, sister and related companies, on the other hand, of any violation(s) or claimed violation(s) of Proposition 65 or any statutory or common law claim that has been, could have been or may in the future be asserted against the Releasees and Downstream Releasees regarding exposing persons to any Proposition 65 listed chemical or the failure to warn about exposure to any Proposition 65 listed chemical arising in connection with the Covered Product sold, offered for sale, or otherwise distributed by Bioworld

up through and including the Compliance Date, even if sold by Downstream Releasees after the Compliance Date.

- 2.2. Hammond, on behalf of herself and her past and current agents, representatives, attorneys, successors, and/or assignees, hereby waives and releases with respect to the Covered Product all rights to institute or participate in, directly or indirectly, any form of legal action, 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 limited to, investigation fees, expert fees, and attorneys' fees) (collectively "Claims"), against Releasees and the Downstream Releasees that arise under Proposition 65 or any other statutory or common law claims that were or could have been asserted in connection with the Covered Product sold or otherwise distributed by Bioworld up to the Compliance Date, including without limitation to the extent that such claims relate to Releasees' or Downstream Releasees' alleged exposure of persons to any Proposition 65 listed chemicals contained in the Covered Product or any failure by Releasees or Downstream Releasees to warn about exposures to any Proposition 65 listed chemical contained in the Covered Product up through and including the Compliance Date.
- 2.3. Hammond acknowledges that she is familiar with Section 1542 of Civil Code, which provides 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, on behalf of herself and her past and current agents, representatives, attorneys, successors, and/or assignees expressly waives and relinquishes any and all rights and benefits which she may have under, or which may be conferred on her by the provisions of California Civil Code § 1542 as well as under any other state or federal statute or common law principle of similar effect, to the fullest extent that she may lawfully waive such rights or benefits pertaining to the released matters up through and including the Compliance Date.

2.4. Bioworld's release of Hammond

Bioworld on its own behalf, and on behalf of its past and current agents, representatives, attorneys, successors and assignees, hereby waives any and all claims against Hammond and her attorneys and other representatives, whether in the course of investigating claims, seeking to enforce Proposition 65 against it in this matter, or with respect to the Covered Product up through and including the Compliance Date.

3. Bioworld's Duties

3.1. Effective on and after the Compliance Date Bioworld shall not sell the Covered Product for distribution to consumers in California unless the product is a

“Reformulated Covered Product” as defined in Paragraph 3.2 or unless Bioworld provides a Compliant Warning as defined in Paragraph 3.3 for any non-reformulated Covered Product that it sells to consumers in California.

Compliance with this Settlement Agreement by Bioworld shall constitute compliance under Proposition 65 with regard to Covered products sold, offered for sale, imported, manufactured or otherwise distributed after the Compliance Date. The requirements of Section 3 shall not apply to Covered Products in the stream of commerce or in Bioworld’s inventory prior to and through the Compliance Date, and such Covered Products are expressly subject to the releases in this Settlement Agreement.

- 3.2. For purposes of this Settlement Agreement, “Reformulated Covered Products” are Covered Products containing no more than 1,000 parts per million (0.1%) DEHP in any accessible component when analyzed pursuant to U.S. Environmental Protection Agency testing methodologies 3580A and 8270C, or any other methodologies utilized by federal or state agencies for the purpose of determining the DEHP content in a solid matrix (“accessible component” is defined as any component that could be touched by a person during reasonably foreseeable use). In order to determine compliance with this reformulation standard, Bioworld may rely on third party testing from an accredited laboratory.
- 3.3. The Parties agree that should Bioworld choose to provide a Prop 65 warning concerning the Covered Product rather than reformulate the Covered Product, any

Prop 65 warning used by Bioworld must meet the requirements set forth in California Code of Regulations, Title 27, Article 6, Subarticle 2 for products containing DEHP, including the requirements for method and content for the given method of sale to the consumer. The warning chosen should be for a listed carcinogen AND reproductive toxicant. (See California Code of Regulations § 25603(a)(2)(D), § 25603(b)(3)(D) and § 25603(c)(2)(C).)

- 3.4. The Parties agree that the specifications for Compliant Warnings in this Settlement Agreement comply with Proposition 65 and its regulations as of the date of this Settlement Agreement.
- 3.5. If modifications or amendments to Proposition 65 or its “safe harbor” regulations after the Effective Date are adopted as to what constitutes a “clear and reasonable warning,” Defendant may modify the content and delivery methods of its warnings to conform to the modified or amended provisions of Proposition 65 or its regulations.
- 3.6. If Proposition 65 warnings for DEHP should no longer be required, Bioworld shall have no further obligations pursuant to this Settlement Agreement.
- 3.7. In the event that Bioworld is allegedly not in compliance with Section 3 of this Settlement Agreement, Bioworld, upon receiving a written notice of non-compliance (the “Compliance Notice”), may bring the Covered Product into compliance or demonstrate that the Covered Product is already compliant within

thirty (30) days of receipt of the Compliance Notice. If the Product identified in the Compliance Notice is brought into compliance during this period, Bioworld shall not be required to make any additional monetary payment or settlement amount and Hammond shall take no further action.

4. Payments

Bioworld agrees to pay a total of twenty thousand five hundred dollars (\$20,500.00) no later than ten (10) days from the Effective Date. All payments may be made by check and sent via overnight mail with tracking numbers provided to plaintiff's counsel and addressed as follows:

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

and further specified as follows:

4.1.1. Civil Penalty: No later than ten (10) days from the Effective Date, Bioworld shall issue two separate checks for a total amount of five hundred dollars (\$500.00) as penalties pursuant to California Health & Safety Code § 25249.12 as follows: (a) one check made payable to the State of California's Office of Environmental Health Hazard Assessment (OEHHA) in the amount of three hundred and seventy five dollars (\$375.00), representing 75% of the total penalty; and (b) one check to Sara Hammond in the amount of one hundred and twenty five dollars (\$125.00), representing 25% of the total penalty. Additionally, two

separate 1099's shall be issued for the above payments after the year pursuant to IRS guidelines. The first 1099 shall be issued to OEHHA, PO Box 4010, Sacramento, CA 95184 (EIN: 68-0284486) in the amount of \$375.00. The second 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 sent to Joseph D. Agliozzo, Law Corporation, 1601 N. Sepulveda, #649, Manhattan Beach, CA 90266. Hammond's counsel shall provide Bioworld with a W-9 for Hammond prior to the Effective Date.

4.1.2. Attorneys' Fees and Costs: No later than ten (10) days from the Effective Date, a total of twenty thousand dollars (\$20,000) shall be sent by Bioworld to Joseph D. Agliozzo, Law Corporation as Hammond's attorney, via separate check, for a portion of reasonable investigation fees and costs, attorneys' fees, and other costs incurred as a result of investigating and bringing this matter to Bioworld's attention. Hammond's counsel shall provide Bioworld with a W-9 for Joseph D. Agliozzo, Law Corporation prior to the Effective Date.

4.1.3. At Bioworld's sole discretion, all payments made pursuant to this Settlement Agreement, as described above, may be made via wire transfer, with Hammond's counsel to provide the wire transfer instructions to Bioworld upon Bioworld's request.

5. Public Benefit

It the Parties' understanding that the commitments Bioworld has agreed to herein, and actions to be taken by Bioworld 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 Bioworld that to the extent any other private party initiates an action alleging a violation of Proposition 65 with respect to Bioworld's failure to provide a Prop. 65 warning concerning exposure to DEHP for the Covered Products it has manufactured, distributed, sold, or offered for sale to consumers in California, such private party action would not confer a significant benefit on the general public as to those Covered Products addressed in this Settlement Agreement, provided that Bioworld is in material compliance with this Settlement Agreement.

6. Representations and Warranties

Hammond and Hammond's counsel, on behalf of themselves, counsel's law firm, and all other lawyers co-advising on this matter represent and warrant that as of Hammond's execution of this Settlement Agreement, they (i) are unaware of any additional perceived claims against the Releasees outside of those addressed in this Settlement Agreement; (ii) are unaware of, and have not been informed of, any other individual, plaintiff, class member, entity, or attorney that intends to bring a claim against the Releasees, including, but not limited to, any claim regarding the Releasees' products and/or any claim related to Proposition 65; and (iii) have no present intention to solicit others to initiate claims

against the Releasees. Hammond and Hammond's counsel further represent and warrant that they have not assigned or otherwise transferred, or attempted to assign or transfer, any claims against the Releasees.

7. Authority to Enter Into Settlement Agreement

7.1. Hammond represents that she has full authority to enter into and legally bind Hammond to this Settlement Agreement.

7.2. The person signing this Settlement Agreement on behalf of Bioworld represents and warrants that he/she has been granted full authority to enter into and legally bind Bioworld to this Settlement Agreement.

8. Report of the Settlement Agreement to the Office of the Attorney General of California

Hammond shall report this Settlement Agreement to the Attorney General's Office within five (5) days of the Effective Date of this Settlement Agreement.

9. Execution in Counterparts and Facsimile

This Settlement Agreement may be executed in counterparts, which taken together shall be deemed to constitute the same document. A facsimile or portable document format (PDF) signature shall be as valid as the original as an electronic record executed and adopted by a Party with the intent to sign the electronic record pursuant to California Civil Code §§ 1633.1-1633.17.

10. Entire Agreement

This Settlement Agreement contains the sole and entire agreement and understanding of the Parties with respect to the subject matter hereof, and all related prior discussions, negotiations, commitments, and understandings. No other promises or agreements, oral or otherwise, exist to bind any of the Parties or are being relied on by any of the Parties in connection with the execution of this Settlement Agreement.

11. Modification of Settlement Agreement

Any modification to this Settlement Agreement shall be in writing and signed by the Parties.

12. Application of Settlement Agreement

This Settlement Agreement shall apply to, be binding upon, and inure to the benefit of, Hammond and the Releasees and Downstream Releasees identified in Section 2 above.

13. Enforcement of Settlement Agreement

If one Party alleges the other Party is in breach of this Settlement Agreement, that Party shall notify the other party pursuant to the Notification Requirements set forth in Section 14. The Parties agree to meet and confer in good faith for a period of up to thirty days from the initial notice to attempt to resolve the allegation. If informal efforts fail, any party may, after thirty days, file suit before the Superior Court of the County of Los Angeles, consistent with the terms and conditions set forth in this Settlement Agreement, to enforce the terms and conditions contained in this Settlement Agreement. The prevailing party shall be entitled to its reasonable attorneys' fees and costs associated

with such proceeding. This Settlement Agreement may be enforced exclusively by the Parties hereto.

14. Notification Requirements

Any notice required or permitted hereunder shall be effective only if given in writing and delivered in person, or via certified or registered mail return receipt requested, or via traceable overnight delivery service, to the following designees:

For Hammond:

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

For Bioworld:

Sedina L. Banks
SBanks@greenbergglusker.com
Sherry E. Jackman
SJackman@greenbergglusker.com
Greenberg Glusker LLP
2049 Century Park East, Suite 2600
Los Angeles, CA 90067

Any party may change its designee(s) for purposes of notification by providing written notice of such change pursuant to this section. Courtesy notices via email to counsel may be provided.

15. Severability

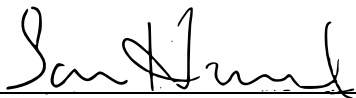
If, subsequent to the execution of this Settlement Agreement, any of the provisions of this Settlement Agreement are held by a court to be unenforceable, the validity of the enforceable provisions remaining shall not be adversely affected.

16. Governing Law

The terms of this Settlement Agreement shall be governed by the laws of the State of California and shall apply only to Covered Products sold to a California consumer. In the event that Proposition 65 is repealed, preempted or is otherwise rendered inapplicable by reason of law generally, or as to the Listed Chemical and/or the Covered Product, then Bioworld shall have no further obligations pursuant to this Settlement Agreement with respect to, and to the extent that, the Covered Product is so affected.

SARA HAMMOND

Date: June 18, 2026

By: 
Printed Name: Sara Hammond

BIOWORLD MERCHANDISING INC.

Date: June 17, 2026 | 11:43 AM PDT

By: 
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Printed Name Vivek Gandhi

Title: CFO