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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

(Unlimited Jurisdiction)

ECOLOGICAL ALLIANCE, LLC, a California limited liability company, Plaintiff, v. FIVE BELOW, INC., a Pennsylvania corporation; and DOES 1 through 10 inclusive. Defendant.	Case No.: **[PROPOSED] STIPULATED CONSENT JUDGMENT**

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Plaintiff Ecological Alliance, LLC ("Plaintiff"), and Five Below, Inc. ("Defendant") hereby enter into this Stipulated Consent Judgment ("Consent Judgment") as follows:

WHEREAS: On or about December 9, 2025, Plaintiff, through Plaintiff's counsel, served a 60 Day Notice (the "Notice") on Defendant, the California Attorney General, the District Attorneys of every County in the State of California, and the City Attorneys for every City in the State of California with a population greater than 750,000 (collectively, "Public Prosecutor(s)") alleging that Defendant violated California's Safe Drinking Water and Toxic Enforcement Act of 1986, California Health and Safety Code § 25249.6, *et seq.*, and its implementing regulations (collectively, "Proposition 65") and that Plaintiff intended to file an enforcement action in the public interest; and

WHEREAS: Plaintiff alleges that Defendant manufactured and/or distributed Plush journals containing Di(2-ethylhexyl)phthalate ["DEHP"], (collectively the "Covered Products") that were sold or distributed for sale in California and further alleges that those Covered Products expose consumers in the State of California to DEHP, which is listed by the State of California pursuant to California Health and Safety Code § 25249.8; and

WHEREAS: Plaintiff further alleges that persons in the State of California were exposed to DEHP in Covered Products without being provided the Proposition 65 warning set out at California Health and Safety Code § 25249.6 and its implementing regulations ("Proposition 65 Warning");

WHEREAS: Defendant denies each and every allegation of the Notice, and denies that it has violated Proposition 65 and expressly denies that it has engaged in any wrongdoing whatsoever,

WHEREAS: Plaintiff seeks to provide the public with Proposition 65 warnings and believes that this objective is achieved by the actions described in this Consent Judgment; and

WHEREAS: Plaintiff and Defendant wish to resolve their differences without the delay and expense of litigation.

NOW THEREFORE BE IT RESOLVED AND AGREED UPON AS BETWEEN PLAINTIFF ACTING IN THE PUBLIC INTEREST AND DEFENDANT AS FOLLOWS:

INTRODUCTION

1.1. On December 9, 2025, Plaintiff served the Notice upon Defendant and on Public Prosecutors. No Public Prosecutors commenced an enforcement action. No Public Prosecutor having commenced an enforcement action, Plaintiff proceeded to file its Complaint against Defendant in the present action on September 8, 2026 in Los Angeles County Superior Court.

1.2. Plaintiff alleges that Defendant employs ten (10) or more persons.

1.3. For purposes of this Consent Judgment only, Plaintiff and Defendant (the "Parties") stipulate that: 1) this Court has jurisdiction over the allegations of violation contained in the Complaint, and personal jurisdiction over Defendant as to the acts alleged in the Complaint; 2) venue is proper in the County of Los Angeles; and 3) this Court has jurisdiction to enter this Consent Judgment as a full, final, and binding resolution of all claims which were or could have been raised in the Complaint based on the facts alleged therein and/or in the Notice with respect to the Covered Products, and of all claims which were or could have been raised by any person or entity based in whole or in part, directly or indirectly, on the facts alleged in the Notice, in the present action, or arising therefrom or related thereto, with respect to Covered Products, including any Proposition 65 claim arising out of an exposure to Covered Products (collectively, "Proposition 65 Claims").

1.4. The Parties enter into this Consent Judgment as a full, final, and binding settlement of the Proposition 65 Claims, for the purpose of avoiding prolonged and costly litigation and of resolving the issues raised therein both as to past and future conduct. By execution of this Consent Judgment and agreeing to comply with its terms, the Parties do not admit any fact, finding, issue or conclusion of law, or violation of law, nor shall Defendant's compliance with the Consent Judgment constitute or be construed as an

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admission by Defendant of any fact, finding, issue or conclusion of law, or violation of law, such being specifically denied by Defendant, including, but not limited to, any admission related to exposure or failure to warn. Defendant denies the material, factual, and legal allegations in the Notice and the Complaint and expressly denies any wrongdoing whatsoever.

2. DEFINITIONS

2.1. "Effective Date" shall mean, with respect to this Consent Judgment, the date the Consent Judgment has been approved and entered by the Court.

3. INJUNCTIVE RELIEF

3.1. Commencing within ninety (90) days of the Effective Date, and continuing thereafter, Defendant shall manufacture, import, or otherwise source for authorized sale in California only Reformulated Products, as defined pursuant to Section 3.2 below, unless such Products are labeled with a clear and reasonable Proposition 65 warning pursuant to Section 3.3 below, provided that Current Products (those in the stream of commerce within 90 days of the Effective Date), shall be deemed exempted from the requirements of this Section 3 and shall be permitted to be sold through as previously manufactured, packaged and labeled.

3.2. "Reformulated Products" are defined as those Products containing DEHP in concentrations less than 0.1 percent (1,000 parts per million) when analyzed pursuant to U.S. Environmental Protection Agency testing methodologies 3580A and 8270C or any other methodology utilized by federal or state agencies for the purpose of determining the DEHP content in a solid substance.

3.3. Warning Language

Where required to meet the criteria set forth in Section 3.2, Defendant shall provide one of the following warning statements on or within the unit packaging of the Covered Products, or affixed to the Covered Products, displayed in a reasonably conspicuous manner, as compared with other words, statements or designs on the label, or

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on its website, if applicable, to render the Warning likely to be read and understood by an ordinary individual under customary conditions or purchase or use of the product:

(1)  **WARNING [or] CA WARNING [or] CALIFORNIA WARNING**: This product can expose you to chemicals including Di(2-ethylhexyl)phthalate [DEHP], which are 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.

(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.

(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.

(4)  **WARNING**: Cancer and Reproductive Harm – www.P65Warnings.ca.gov. (for Products manufactured/labeled prior to January 1, 2028).

Where the sign, label or shelf tag for the product is not printed using the color yellow, the symbol may be printed in black and white. The symbol shall be placed to the left of the text of the warning, in a size no smaller than the height of the word "WARNING".

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In addition, for Covered Product, if any, sold directly to California consumers by Defendant via its website, the Warning shall appear (1) on the product display page, or (2) via a clearly marked hyperlink using the word "WARNING" or the words "CA WARNING" or "CALIFORNIA WARNING" on the product display page that links to the warning, or (3) via an otherwise prominently displayed Warning provided to the purchaser prior to completing the purchase (e.g., via a pop-up warning when a California delivery address is indicated), as long as the purchaser need not search for it in the general content of the website. The online warning requirements expressed in this Section apply only to Covered Products, if any, offered for sale directly to California consumers through Defendant's own website or through the websites of third-party sellers for which Defendant is able to directly apply the Warnings as set forth herein. If Defendant does not control the application of the Warnings on third-party seller websites where the Covered Product is offered for sale to California consumers, Defendant will instruct such third-party website sellers to provide Warnings as a condition of selling the Covered Product. If the consumer information, as defined in California Code of Regulations, Title 27, Section 25600.1(c), on the product is in a foreign language, the required Warning Label will also be included in that same foreign language.

Notwithstanding the foregoing, Defendant may comply with this Section 3 by providing warnings as specified in the Proposition 65 regulations applicable to the Covered Products and chemical at issue, in effect as of the Compliance Date, or as such regulations may be modified or amended in the future.

4. MONETARY RELIEF

4.1. Within ten (10) days of the Effective Date, Defendant shall pay the total sum of $25,000 which includes $6,000 in civil penalties and $19,000 in payment of Plaintiff's costs and reasonable attorney's fees. The $6,000 civil penalty shall be apportioned

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pursuant to Health and Safety Code section 25249.12 (d), with 75%, or $4,500, paid to the State of California's Office of Environmental Health Hazard Assessment and 25%, or $1,500, payable to Plaintiff.

4.2. The parties reached an accord on the compensation due to Plaintiff and its counsel under the private attorney general doctrine and principles of contract law. Under these principles, Defendant shall reimburse Plaintiff's counsel for fees and costs, incurred as a result of investigating, bringing this matter to Defendant's attention, and negotiating a settlement in the public interest. Defendant shall pay Plaintiff's counsel $19,000 for all attorney's fees, expert and investigation fees, and related costs associated with this matter and the Notice.

4.3. The payments specified in Paragraphs 4.1 and 4.2shall be made by check payable to "Custodio & Dubey LLP, client trust account" and sent to: Custodio & Dubey LLP, c/o Vineet Dubey, 445 S. Figueroa St., Ste 2520, Los Angeles, CA 90071.

Custodio & Dubey LLP shall be solely responsible for allocating the payments to each payee pursuant to Sections 3 and 4 of this Settlement Agreement. Other than this payment, each side is to bear its own attorneys' fees and costs.

5. CLAIMS COVERED AND RELEASED

5.1. This Consent Judgment is a full, final, and binding resolution between Plaintiff, on behalf of itself, and acting on behalf of the public interest, and Defendant, and all of Defendant's officers, directors, members, shareholders, employees, representatives, attorneys, agents, parent companies, subsidiaries, divisions, affiliates, and the predecessors, successors, and assigns of any of them (collectively the "Defendant Releasees"), as well as all other upstream and downstream entities in the distribution chain for the Covered Products, including but not limited to manufacturers, retailers, suppliers, distributors, marketplace hosts, wholesalers, customers, private label customers, franchisees, licensees, licensors, auctioneers, dealers, owners, purchasers,

managers, shareholders, employees, representatives, attorneys, agents, parent companies, subsidiaries, divisions, affiliates, predecessors, successors, and assigns (collectively, the "Released Parties"), any and all claims, actions, causes of action, in law or in equity, suits, demands, liabilities, damages, civil penalties, injunctive relief, obligations, debts, losses, fees (including fees of attorneys, experts, and others), fines, sanctions, mitigation, costs and expenses, or any other sum incurred or claimed, for the alleged failure of Defendant, Defendant Releasees, or Released Parties to provide clear, accurate, reasonable warnings under Proposition 65 about exposures to DEHP arising from the sale, distribution, or use of Covered Products sold, manufactured or distributed by Defendant, Defendant Releasees, or Released Parties in California through ninety (90) days after the Effective Date of the Consent Judgment. Compliance with the terms of this Consent Judgment constitutes compliance with Proposition 65 by Defendant, Defendant Releasee, or Released Party with respect to about the presence of DEHP in Covered Products. Plaintiff agrees that any and all claims in the Complaint are resolved with prejudice by this Consent Judgment.

5.2. In addition to the foregoing, Plaintiff, on behalf of itself, past and current agents, representatives, officers, directors, employees, attorneys, and successors and/or assignees, and not in its representative capacity, hereby waives all rights to institute or participate in, directly or indirectly, any form of legal action and releases any other Claims that it could make against Defendant, Defendant Releasees, or Released Parties with respect to violations of Proposition 65 based upon the Covered Products.

5.3. It is possible that other claims not known to the Parties arising out of the facts contained in the Notice, or alleged in the Complaint, relating to the Covered Products, will hereafter be discovered or developed. Plaintiff, on behalf of itself only, on the one hand, and Defendant, on the other hand, acknowledge that this Consent Judgment is expressly intended to cover and include all such claims through and including ninety (90) days after the Effective Date, including all rights of action thereon. Plaintiff and Defendant

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acknowledge that the claims released in Sections 5.1 and 5.2 may include unknown claims, and nevertheless intend to release such claims, and in doing so Plaintiff hereby specifically waives any and all rights and benefits which it now has, or in the future may have, conferred by virtue of the provisions of California Civil Code § 1542 which 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.

5.4. Plaintiff understands and acknowledges that the significance and consequence of this waiver of California Civil Code § 1542 is that even if Plaintiff suffers future damages arising out of or resulting from, or related directly or indirectly to, in whole or in part, the Covered Products, including but not limited to any exposure to, or failure to warn with respect to exposure to, chemicals in or from the Covered Products, Plaintiff will not be able to make any claim for those damages against any of the Defendant, Defendant Releasees or the Released Parties.

5.5. Compliance by Defendant with the terms of this Consent Judgment shall constitute compliance with Proposition 65 with respect to exposure to DEHP in the Covered Products as set forth in the Notice and/or the Complaint. If, after the Effective Date, the California Office of Environmental Health Hazard Assessment promulgates regulations affecting the warning provisions set forth in Section 3 herein, Defendant, Defendant Releasees, and Released Parties may comply with those regulations without being deemed in breach of this Consent Judgment.

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6. COMPLIANCE WITH HEALTH AND SAFETY CODE SECTION 25249.7(F)

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

7. PROVISION OF NOTICE

7.1. When any Party is entitled to receive any notice or writing under this Consent Judgment, the notice or writing shall be sent by first class certified mail with return receipt requested, and by electronic mail, as follows:

To Defendant:
Anne Marie Ellis, Esq.
Buchalter LLP
18400 Von Karman Ave., Suite 800
Irvine, CA 92612
aellis@buchalter.com

To Plaintiff:
Vineet Dubey, Esq.
Custodio & Dubey LLP
445 S. Figueroa St., Ste 2520
Los Angeles, CA 90071
dubey@cd-lawyers.com

7.2. Any party may modify the person and address to whom the notice is to be sent by sending the other Party notice that is transmitted in the manner set forth in section 7.1.

8. COURT APPROVAL

8.1. Upon execution of his Consent Judgment by all Parties, Plaintiff shall prepare and file, at its sole cost and expense, a Motion for Approval of this Consent Judgment that Defendant shall not oppose. This Consent Judgment shall not become effective until approved and entered by the Court. If this Consent Judgment is not entered by the Court, it shall be of no force or effect, and shall not be introduced into evidence or otherwise used in any proceeding for any purpose.

9. GOVERNING LAW AND CONSTRUCTION

9.1. The terms of this Consent Judgment shall be governed by the laws of the State of California, and shall apply only to Covered Products sold in California.

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10. ENTIRE AGREEMENT

10.1. This Consent Judgment 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.

10.2. 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 Consent Judgment have been made by any Party hereto.

10.3. 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. Any agreements specifically contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind any of the Parties hereto only to the extent that they are expressly incorporated herein.

10.4. No supplementation, modification, waiver, or termination of this Consent Judgment shall be binding unless executed in writing by the Party to be bound thereby, and approved and ordered by the Court.

10.5. No waiver of any of the provisions of this Consent Judgment shall be deemed or shall constitute a waiver of any of the other provisions hereof whether or not similar, nor shall such waiver constitute a continuing waiver.

11. RETENTION OF JURISDICTION

11.1. This Court shall retain jurisdiction of this matter to implement or modify the Consent Judgment.

12. DRAFTING

12.1. The terms of this Consent Judgment have been reviewed by the respective counsel for each Party prior to its signing, and each Party has had an opportunity to fully discuss

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interpretation and construction of this Consent Judgment, no interference, assumption, or presumption shall be drawn, and no provision of this Consent Judgment shall be construed against any Party, based on the fact that one of the Parties and/or one of the Parties' legal counsel prepared and/or drafted all or any portion of the Consent Judgment. It is conclusively presumed that all of the Parties participated equally in the preparation and drafting of this Consent Judgment.

13. EXECUTION IN COUNTERPARTS

13.1. This Consent Judgment may be executed in counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute the same document. Execution of the Consent Judgment by e-mail, facsimile, or other electronic means, shall constitute legal and binding execution and delivery. Any photocopy of the executed Consent Judgment shall have the same force and effect as the original.

14. AUTHORIZATION

14.1. The undersigned are authorized to stipulate to, enter into, and execute this Consent Judgment on behalf of their respective parties, and have read, understood, and agree to all of the terms and conditions of this Consent Judgment.

15. SEVERABILITY

15.1. If subsequent to Court approval of this Consent Judgment, any part or provision is declared by a Court to be invalid, void, or unenforceable, the remaining portions or provisions shall continue in full force and effect to the extent they implement the Parties' intent.

AGREED TO:

Ecological Alliance LLC

Date: October 3, 2026

By: _____

Harmony Welsh, Managing Member

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AGREED TO:

Five Below, Inc.

Date: 9/30/2026

By: Signed by: Kimberly Mason 5C8F18BFD71E482...

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that, pursuant to Health & Safety Code § 25249.7(f)(4) and Code of Civil Procedure § 664.6, judgment is hereby entered.

Dated: _____

_____

JUDGE OF THE SUPERIOR COURT