SETTLEMENT AGREEMENT

BETWEEN SARA HAMMOND AND GEMA PRODUCTS LLC

Sara Hammond ("Hammond") and Gema Products LLC and related entities (collectively "GEMA") (Hammond and GEMA are collectively the "Parties"), enter into this agreement ("Settlement Agreement") for the purpose of avoiding prolonged and costly litigation to settle Hammond's allegations that GEMA and others violated Proposition 65 as a result of GEMA's actions or inactions. The effective date of this Settlement Agreement shall be the date upon which it is fully executed by all Parties (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. GEMA previously either manufactured, sold, offered for sale, imported, or distributed, all for the purposes of eventual sale in California, certain Marker Case products, including SKU 128108583432301499; UPC None (collectively the "Covered Products").

1.3. Hammond alleges that the Covered Products contains Di(2-ethylhexyl)phthalate ("DEHP"), also known as Diethyl Hexyl Phthalate and Bis (2-ethylhexyl) phthalate, and that GEMA 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 as the "Listed Chemical".

1.6. On or about May 15, 2026, Hammond alleges she served GEMA, The TJX Companies, Inc. (Marshalls Stores), and 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 Products contained the Listed Chemical (the "Notice").

1.7. The Notice alleges that GEMA 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 disputed claims between them concerning the Covered Products' compliance with Proposition 65 and possible violations of Proposition 65 by any Releasee (the "Dispute").

1.9. GEMA disputes and does not admit Hammond's allegations described in this Settlement Agreement and in the Notice.

1.10. By execution of this Settlement Agreement, the Parties do not admit any facts or conclusions of law, against interest or otherwise, 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, and nothing in this

Settlement Agreement, nor compliance with its terms, shall be construed as an admission of any kind, or offered, or admitted as evidence of an admission, against interest or otherwise, or evidence of fault, wrongdoing, or liability by any Released Party, including but not limited to GEMA, in any administrative or judicial proceeding or litigation in any court, agency, or forum. Except for the Released Claims, nothing in this Settlement Agreement shall prejudice, waive, or impair any right, remedy, argument, or defense that Hammond or GEMA may have in any other legal proceeding as to allegations unrelated to the Dispute or claims released in this Settlement Agreement.

2. Releases

2.1. Hammond Release of GEMA, the Upstream Releasees and the Downstream Releasees

2.1.1. This Settlement Agreement is a full, final, and binding resolution between Hammond, on the one hand, and GEMA and its Related Entities, the Downstream Releasees, including the Retailers and specifically The TJX Companies, Inc. (Marshalls Stores), Marmaxx Operating Corp., and the Upstream Releasees, 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 any Releasee 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 Products sold, offered for sale, or otherwise distributed by GEMA up through and

including the Compliance Date, even if sold by a Downstream Releasee or Retailer after the Compliance Date.

2.1.2. Hammond, on behalf of herself and her past and current agents, representatives, attorneys, successors, and/or assignees, hereby waives all rights to institute or participate in, directly or indirectly, any form of legal action and fully and finally releases all claims relating to the Covered Products that were manufactured or introduced into the stream of commerce prior to the Compliance Date, including, without limitation, all actions, and causes of action, in law or in equity, suits, liabilities, demands, rights, obligations, damages, costs, fines, penalties, claims for injunctive relief, losses, or expenses (including, but not limited to, investigation fees, expert fees, and attorneys' fees), of any nature whatsoever, whether known or unknown, fixed or contingent, including but not limited to Proposition 65 claims, and including Proposition 65 claims based on alleged failures to warn regarding the Covered Products, or any other statutory or common law claims that were or could have been asserted in connection with the Covered Products sold or otherwise distributed by GEMA up to the Compliance Date, including based on a failure to warn of the presence of a Listed Chemical in a Covered Product (collectively the "Claims or "Released Claims") against the following persons and/or entities: (a) GEMA and all of its Related Entities (collectively the "GEMA Releasees"), (b) any person, business or entity with whom GEMA directly or indirectly engaged in any business activity regarding the design, manufacture, assembly, testing, importation, shipping, transportation, and/or licensing of any of the Covered Products prior to any such Covered

Product coming into the possession or control of GEMA, and all of their Related Entities (collectively the "Upstream Releasees"), and (c) each person, business or entity to whom GEMA directly or indirectly distributed, sold or transferred any of the Covered Products, including but not limited to downstream distributors, wholesalers, customers, Retailers (and specifically The TJX Companies, Inc. and its subsidiaries including Marmaxx Operating Corp. and Marshalls of CA, LLC), marketplace retailers, internet retailers, online marketplaces, online sales platforms, franchisees, cooperative members and licensees, and all of their Related Entities (collectively the "Downstream Releasees") (the GEMA, Upstream and Downstream Releasees are collectively the "Releasees").

2.1.3. The term "Related Entities" shall mean as to each person or entity, its affiliates, subsidiaries, parents, partners, directors, officers, managers, agents, employees, attorneys, representatives, insurers, shareholders, members, predecessors, successors, and assigns. The term "Retailers" means any retailer of the Covered Products and all of their Related Entities, including specifically and without limitation, Marshalls of CA, LLC, the Marmaxx Operating Group, and The TJX Companies, Inc. (collectively the "Retailers")

2.2. Hammond also, in her individual capacity, on behalf of herself, her past and current agents, attorneys, successors, and/or assignees and not in her representative capacity, provides a general release in this Section which shall be effective as a full and final accord and satisfaction, as a bar to all actions, causes of action, obligations, costs, expenses, attorneys' fees, damages, losses, claims, liabilities and demands of any nature, character or kind, known or unknown,

suspected or unsuspected, against GEMA and any and all of the Releasees with regards to the Covered Products. 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. The release in this Section shall have no force or effect until the full amount of payments set forth below are paid in full.

2.3. GEMA's release of Hammond

GEMA hereby waives any and all claims against Hammond and her 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 her attorneys and other representatives, whether in the course of investigating claims or otherwise seeking

enforcement of Proposition 65 against it in this matter, and/or with respect to the Covered Products up through and including the Effective Date.

3. GEMA's Duties

3.1. As of thirty (30) days after the Effective Date (the "Compliance Date"), GEMA shall not sell the Covered Products for distribution in California unless the product is a "Reformulated Covered Product" as defined in Paragraph 3.2 or unless GEMA provides a Compliant Warning as defined in Paragraph 3.3 for any non-reformulated Covered Product that it sells in California. Compliance with this Settlement Agreement by GEMA shall constitute compliance under Proposition 65 with regard to Covered products sold, offered for sale, imported, manufactured or otherwise distributed after the Compliance Date.

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 ("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, GEMA may rely on third party testing from an accredited laboratory.

3.3. The Parties agree that should GEMA choose to provide a Prop 65 warning concerning the Covered Products rather than reformulate the Covered Products, any Prop 65 warning used by GEMA must meet the requirements set forth in California Code of Regulations, Title 27, Article 6, Subarticle 2 for products containing DEHP and appropriate in 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, and including the regulations or amendments (a) to Article 6, Clear and Reasonable Warnings approved on November 20, 2017, and which became effective August 30, 2018, (b) regarding Consumer Product Exposure Warnings approved on December 31, 2019, and which became effective on April 1, 2020, (c) to Article 6, Clear and Reasonable Warnings approved on January 13, 2021, and which became effective April 1, 2021, and (d) regarding Clear and Reasonable Warnings – Safe Harbor Methods and Content approved on November 26, 2024, and which became effective January 1, 2025.

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.

4. Payments

GEMA agrees to pay a total of eighteen thousand dollars ($18,000.00) on the following schedule: (a) No later than October 29, 2026, GEMA shall pay a total of nine thousand dollars ($9,000) which includes the $500 civil penalty amount and $8,500 towards the attorneys' fees and costs, and (b) one additional payment

of nine thousand dollars ($9,000) for attorneys' fees and costs, with the payments due no later than November 25, 2026. All payments shall 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 below in Sections 4.1.1 and 4.1.2.

4.1.1. Civil Penalty: As a part of the first payment, GEMA 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. 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 delivered to Joseph D. Agliozzo, Law Corporation, 1601 N. Sepulveda, #649, Manhattan Beach, CA 90266. Hammond's counsel shall provide GEMA with a W-9 for Hammond within five days after the Effective Date.

4.1.2. Attorneys' Fees and Costs: A total of seventeen thousand and five-hundred dollars ($17,500) shall be paid to Joseph D. Agliozzo, Law Corporation as Hammond's attorney, via the checks described above, for reasonable investigation fees and costs, attorneys' fees, and other costs incurred as a result of investigating and bringing this matter to GEMA's attention. Hammond's counsel shall provide GEMA with a W-9 for Joseph D. Agliozzo, Law Corporation within five days after the Effective Date.

5. Authority to Enter Into Settlement Agreement

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

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

6. 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.

7. Execution in Counterparts and Electronic Signatures

This Settlement Agreement may be executed in counterparts, which taken together shall be deemed to constitute the same document. This Settlement Agreement, any counterpart or any necessary associated document may be executed by an electronic or digital signature to the fullest extent allowed by law, including in accordance with the California Uniform Electronic Transactions Act, Civil Code § 1633.1 *et seq*.

8. 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.

9. Modification of Settlement Agreement

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

10. Application of Settlement Agreement

This Settlement Agreement shall apply to, be binding upon, and inure to the benefit of, Hammond and all of the Releasees identified in Section 2 above, with any non-party being considered an express third-party beneficiary of this Settlement Agreement.

11. 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. 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 the good faith informal efforts fail, any Party may 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 as awarded by the Court. This Settlement

Agreement may be enforced exclusively by its Parties and the Releasees who are third-party beneficiaries.

12. Notification Requirements

Any notice required or permitted hereunder shall be effective only if given in writing and (a) delivered in person, (b) by certified or registered mail return receipt requested, (c) by traceable overnight delivery service, or (d) by e-mail, so long as there is not a notice of rejection or non-delivery, to the following designees:

For Hammond:

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

For GEMA:
Thomas FitzGibbon (tom@apexlaw.com)
Apex Law APC
100 Wilshire Blvd, Ste 700, Santa Monica, CA 90401
2625 Townsgate Road, Suite 330, Westlake Village, CA 91361

Any party may change its designee(s) for purposes of notification by providing written notice of such change pursuant to this section.

13. 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.

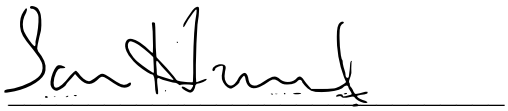
14. Governing Law

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 Products, then GEMA shall provide written notice to Hammond of any asserted change in the law, and shall have no further obligations pursuant to this Settlement Agreement with respect to, and to the extent that, the Covered Products is so affected.

Date: October 27, 2026

SARA HAMMOND



Sara Hammond

Date: 10/27/2026

GEMA PRODUCTS LLC

Nouri Jaradeh

By: _____

Nouri Jaradeh

Its: Authorized Agent