SETTLEMENT AGREEMENT

1. INTRODUCTION

1.1 The Parties. This Settlement Agreement is entered into by and between Ema Bell ("Bell") and Topia Trifecta LLC ("Topia Trifecta"). Together, Bell and Topia Trifecta 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 Topia Trifecta 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 Topia Trifecta has exposed individuals to di(2-ethylhexyl) phthalate (DEHP) from its sales of Mecale clear bubble tents, UPC # 729545036830 without first providing users and consumers of the product with a clear and reasonable health hazard exposure warning as required pursuant to Proposition 65. 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 Product Description. The products covered by this Settlement Agreement are Mecale clear bubble tents, UPC # 729545036830 (the "Products") that have been imported, distributed, offered for sale and/or sold in California by Topia Trifecta that expose users to DEHP.

1.4 Notices of Violation. On June 4, 2026, Bell served Macy's, Inc., Macy's IP Holdings, LLC (collectively, "Macy's"), and various public enforcement agencies with a document entitled "Notice of Violation of California Health & Safety Code § 25249.6, et seq." (the "June Notice"). The June Notice provided Macy's and such others, including public enforcers, with notice that alleged that Macy's 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 DEHP. No public enforcer has diligently prosecuted the allegations set forth in the June Notice.

On July 29, 2026, Bell served Macy's, Topia Trifecta, 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 Topia Trifecta and such others, including public enforcers, with notice that alleged that Topia Trifecta 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 DEHP. No public enforcer has diligently prosecuted the allegations set forth in the July Notice.

The June Notice and July Notice are collectively referred to herein as, the "Notices."

1.5 No Admission. Topia Trifecta 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 Topia Trifecta of any fact, finding, issue of law, or violation of law; nor shall compliance with this Settlement Agreement constitute or be admitted as evidence or be construed as an admission by Topia Trifecta of any fact, finding, conclusion, issue of law or violation of law, such being specifically denied by Topia Trifecta. 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, Topia Trifecta maintains that it has not knowingly manufactured, or caused to be manufactured, 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 and Topia Trifecta receives a fully executed version.

2. INJUNCTIVE RELIEF: COMMITMENT NOT TO SELL

2.1 Commitment Not to Sell. Commencing within sixty (60) days after the Effective Date, and continuing thereafter, Topia Trifecta agrees that it shall not manufacture, distribute, sell, or offer the Products for sale in California. The Products that have been manufactured, packaged, or put into commerce within 60 days after the Effective Date, shall be subject to the release of liability pursuant to this Settlement Agreement without regarding to when such Products were distributed or sold to customers.

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

In settlement of all the claims referred to in this Settlement Agreement, Topia Trifecta shall pay $500.00 as a Civil Penalty in accordance with this Section. 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) days of the Effective Date, Topia Trifecta shall issue 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

(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. Topia Trifecta 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. To the extent required by applicable law, Topia Trifecta 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.

The Parties acknowledge that Topia Trifecta cannot issue any settlement payments pursuant to Sections 3 and 4 until after Topia Trifecta receives the requisite IRS Forms W-9 from Bell's counsel.

(d) Alternative Payment Method. In lieu of the checks described above, Topia Trifecta may remit the full settlement amount under Sections 3 and 4 (i.e., $5,000.00, comprising the $500.00 Civil Penalty and the $4,500.00 fees and costs reimbursement) to Brodsky Smith by a single wire transfer or ACH, with instructions to be provided separately upon request. Upon receipt of such payment, Brodsky Smith shall be responsible for distributing the respective shares to OEHHA, Bell, and Brodsky Smith in accordance with Sections 3.1 and 4. If Topia Trifecta elects this Alternative Payment Method, the requirement under § 3.2(b) that Topia Trifecta provide copies of checks payable to OEHHA shall not apply; instead, Brodsky Smith shall provide Topia Trifecta with written confirmation of Brodsky

Smith's remittance of the $375.00 to OEHHA within thirty (30) days of receipt of Topia Trifecta's wire or ACH payment.

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, Topia Trifecta shall reimburse Bell's counsel for fees and costs incurred as a result of investigating and bringing this matter to the attention of Topia Trifecta, and negotiating a settlement in the public interest. Within fifteen (15) days of the Effective Date, Topia Trifecta shall issue a check payable to "Brodsky Smith" in the amount of $4,500.00 for delivery to the address identified in § 3.2(a)(i), above. Other than the payment specified herein, each side is to bear its own attorneys' fees and costs.

5. RELEASE OF ALL CLAIMS

5.1 Release of Topia Trifecta and Downstream Customers and Entities. This Settlement Agreement is a full, final and binding resolution between Bell, acting on her own behalf, and Topia Trifecta, 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 ("Releasors") for failure to provide warnings for alleged exposures to DEHP from use of the Products, and Releasors hereby release any such claims against Topia Trifecta and its parents, subsidiaries, affiliated entities, shareholders, suppliers, marketplaces, directors, officers, agents, employees, attorneys, successors and assignees, and each entity to whom Topia Trifecta directly or indirectly distributes or sells the Products, including but not limited to, downstream distributors, wholesalers, customers, retailers, including but not limited to Macy's, and its respective subsidiaries, affiliates and parents, franchisees, cooperative members and licensees (collectively, the "Releasees"), from all

claims for violations of Proposition 65 through 60 days after the Effective Date based on exposure to DEHP 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 DEHP from use of the Products.

5.2 Topia Trifecta's Release of Bell. Topia Trifecta, 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 DEHP from use of 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 Notices and relating to the Products will develop or be discovered. Bell on behalf of herself only, on one hand, and Topia Trifecta, 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 HIS OR HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HIS, WOULD HAVE

MATERIALLY AFFECTED HIS OR HIS SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Bell and Topia Trifecta 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 Topia Trifecta with this Settlement Agreement constitutes compliance by Topia Trifecta with Proposition 65 with respect to exposure to DEHP from use of the Products.

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

6. SEVERABILITY

If, subsequent to the execution of this Settlement Agreement, any of the provisions of this Settlement Agreement are deemed by a court to be unenforceable, 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 Topia Trifecta:

Jianchao Li, Esq.
LawMay P.C.
2108 N. St., Ste. 9124
Sacramento, CA 95816

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. 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.

13. 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: 10/19/2026
By: _____	By: RyiRyi Ming
Ema Bell	Topia Trifecta LLC

12. 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.

13. 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:

Date: 10/19/26

By: _____
Enya Bell

AGREED TO:

Date: _____

By: _____
Topia Trifecta LLC