SETTLEMENT AGREEMENT

1. INTRODUCTION

1.1 The Parties. This Settlement Agreement is entered into by and between Gabriel Espinoza ("Espinoza") and Smalls Brand, LLC, individually and d/b/a Roe Wellness ("Smalls Brand"). Together, Espinoza and Smalls Brand are collectively referred to as the "Parties." Espinoza 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. Espinoza alleges that Smalls Brand 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 § 25249.5, et seq. ("Proposition 65").

1.2 General Allegations. Espinoza alleges that Smalls Brand and Target (as defined below) have exposed individuals to di(2-ethylhexyl) phthalate (DEHP) from sales of the Products without first providing users and consumers of the Products 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 all Roe Wellness® sunbelt bags, including without limitation the Roe Wellness SPF Sunbelt Bag, UPC # 850038901165, and all other sizes, colors, styles, SKUs and UPCs thereof, that have been or will be manufactured, imported, distributed, offered for sale and/or sold in California by or on behalf of Smalls Brand or any Releasee, including Target, whether in stores or online (the "Products").

1.4 Notice of Violation. On July 30, 2026, Espinoza served Roe Brand, LLC; Smalls Brand, LLC d/b/a Roe Brand LLC; Smalls Brand, LLC; Target Corporation; Target Brands, Inc.; and Target Stores, Inc. (Target Corporation, Target Brands, Inc., and Target Stores, Inc., including each of their respective parent, subsidiary and affiliate entities, collectively, "Target"), and various public enforcement agencies with a document entitled "60-Day Notice of Violation of California Safe Drinking Water and Toxic Enforcement Act" (the "Notice"). The Notice alleged that Smalls Brand,

Roe Brand, LLC and Target were in violation of California Health & Safety Code § 25249.6 for failing to warn California consumers and customers that use of the Products exposes them to DEHP. No public enforcer has commenced or is diligently prosecuting an action based on the allegations set forth in the Notice.

1.5 No Admission. Smalls Brand and Target deny the material factual and legal allegations contained in the Notice and maintain that 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 Smalls Brand, Target or any other Releasee of any fact, finding, issue of law, or violation of law; nor shall compliance with this Settlement Agreement constitute or be construed as an admission by Smalls Brand, Target or any other Releasee of any fact, finding, conclusion, issue of law or violation of law, such being specifically denied. This Settlement Agreement shall not be admissible in any proceeding as evidence of liability. However, this § 1.5 shall not diminish or otherwise affect the obligations, responsibilities and duties of Smalls Brand under this Settlement Agreement.

1.6 Effective Date. For purposes of this Settlement Agreement, the term "Effective Date" shall mean the date this Settlement Agreement is last executed by the Parties.

2. INJUNCTIVE RELIEF: REFORMULATION AND/OR WARNINGS

2.1 Reformulation of Products. Commencing within sixty (60) days after the Effective Date, and continuing thereafter, Products that Smalls Brand directly manufactures, imports, distributes, sells, or offers for sale in California shall either be: (a) reformulated Products pursuant to § 2.2, below; or (b) labeled with a clear and reasonable exposure warning pursuant to §§ 2.3 and 2.4, below. For purposes of this Settlement Agreement, a "Reformulated Product" is a Product that is in compliance with the standard set forth in § 2.2, below. The warning requirement set forth in §§ 2.3 and 2.4 shall not apply to any Reformulated Product.

2.2 Reformulation Standard. "Reformulated Products" shall mean Products that contain concentrations less than or equal to 0.1% (1,000 parts per million (ppm)) of DEHP when analyzed pursuant to U.S. Environmental Protection Agency testing methodologies 3580A and 8270C or other

methodology utilized by federal or state government agencies for the purpose of determining the phthalate content in a solid substance.

2.3 Clear and Reasonable Warning. Commencing within 60 days after the Effective Date, and continuing thereafter, a clear and reasonable exposure warning as set forth in these §§ 2.3 and 2.4 must be provided for all Products that Smalls Brand manufactures, imports, distributes, sells, or offers for sale in California that are not Reformulated Products. There shall be no obligation for Smalls Brand, Target or any other Releasee to provide an exposure warning for Products that were manufactured, or that entered the stream of commerce, prior to or within 60 days after the Effective Date, and such Products may be sold through without a warning and are released pursuant to § 5. The warning shall consist of either the **Warning** or **Alternative Warning** described in §§ 2.3(a) or (b), respectively:

(a) **Warning**. The "Warning" shall consist of the statement:

> ⚠ **WARNING**: This product can expose you to chemicals including di(2-ethylhexyl) phthalate (DEHP), which is 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.

(b) **Alternative Warning**: Smalls Brand may, but is not required to, use the alternative short-form warning as set forth in this § 2.3(b) ("**Alternative Warning**") as follows:

> ⚠ **WARNING**: Cancer and Reproductive Harm - www.P65Warnings.ca.gov.

2.4 A **Warning** or **Alternative Warning** provided pursuant to § 2.3 must print the word "**WARNING:**" in all capital letters and in bold font, followed by a colon. The warning symbol to the left of the word "**WARNING:**" must be a black exclamation point in a yellow equilateral triangle with a black outline, except that if the sign or label for the Products does not use the color yellow, the symbol may be in black and white. The symbol must be in a size no smaller than the height of the word "**WARNING:**". The **Warning** or **Alternative Warning** shall be affixed to or printed on the Products' packaging or labeling, or on a placard, shelf tag, sign or electronic device or automatic process only if such electronic device or automatic process provides the **Warning** or **Alternative Warning** without the purchaser having to seek it out, provided that the **Warning** or **Alternative Warning** is displayed with such conspicuousness, as compared with other words, statements, or

designs as to render it likely to be read and understood by an ordinary individual under customary conditions of purchase or use. A **Warning** or **Alternative Warning** provided via an electronic device or automatic process does not apply to internet purchases, which are subject to the provisions of Section 25602(b). The **Warning** or **Alternative Warning** may be contained in the same section of the packaging, labeling, or instruction booklet that states other safety warnings, if any, concerning the use of the Product and shall be at least the same size as those other safety warnings. If "consumer information," as that term is defined in Title 27, California Code of Regulations, Section 25600.1(c) as it may be amended from time to time, is provided in a foreign language, Smalls Brand shall provide the **Warning** or **Alternative Warning** in the foreign language in accordance with applicable warning regulations adopted by the State of California's Office of Environmental Health Hazard Assessment ("OEHHA"). An **Alternative Warning** on a Product manufactured and labeled after January 1, 2028 shall be provided in accordance with Title 27, California Code of Regulations, § 25603(b).

In addition to affixing the **Warning** or **Alternative Warning** to the Product's packaging or labeling, the **Warning** or **Alternative Warning** shall be posted on websites where Smalls Brand offers Products for sale to consumers in California. The requirements of this Section shall be satisfied if the **Warning** or **Alternative Warning**, or a clearly marked hyperlink using the word "**WARNING**," appears on the product display page, or by otherwise prominently displaying the warning to the purchaser prior to completing the purchase. To comply with this Section, Smalls Brand shall (a) post the **Warning** or **Alternative Warning** on its own website and, if it has the ability to do so, on the websites of its third-party internet sellers; and (b) if it does not have the ability to post the **Warning** or **Alternative Warning** on the websites of its third-party internet sellers, provide such sellers with written notice in accordance with Title 27, California Code of Regulations, Section 25600.2. For internet purchases made prior to January 1, 2028, a retail seller is not responsible under Section 25600.2(e)(4) for conspicuously posting or displaying the new warning online until 60 calendar days after the retailer receives a warning or a written notice under Section 25600.2(b) and (c) which updates a short-form warning compliant with Section 25603(c) with content compliant with Section 25603(b). Notwithstanding the foregoing, Target and its affiliates are expressly released

under Section 5 for all Products sold through the Effective Date and during the sell-through period described in § 2.3, and no failure by Smalls Brand to comply with this Section shall affect the release of Target.

2.5 Compliance with Warning Regulations. The Parties agree that Smalls Brand shall be deemed to be in compliance with this Settlement Agreement by either adhering to § 2 of this Settlement Agreement or by complying with warning regulations adopted by the State of California's OEHHA applicable to the Products and the exposures at issue.

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

In settlement of all the claims referred to in this Settlement Agreement, Smalls Brand 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 Espinoza. The Civil Penalty payment(s) shall be delivered to the addresses identified in § 3.2, below. If any payment is not timely received, Espinoza shall provide Smalls Brand's counsel with written notice, and Smalls Brand shall have ten (10) business days after receipt of such notice to cure before any late payment fee of $100/day accrues, to be allocated in accordance with California Health & Safety Code § 25249.12(c)(1) and (d).

3.1 Civil Penalty. Within ten (10) days of the later of the Effective Date or Smalls Brand's receipt of completed IRS W-9 forms for all payees identified in § 3.2(c), Smalls Brand shall issue two (2) separate checks for the Civil Penalty payment to (a) "OEHHA" in the amount of $375.00; and to (b) "Gabriel Espinoza" 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 Espinoza, 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. Smalls Brand agrees to provide Espinoza's counsel with a copy of the checks payable to OEHHA, simultaneous with its penalty payments to Espinoza, to be delivered to the address provided in § 3.2(a)(i), as proof of payment to OEHHA.

(c) Tax Documentation. Smalls Brand agrees to provide a completed IRS Form 1099 for its payments to, and Espinoza agrees to provide IRS Form W-9s for, each of the following payees under this Settlement Agreement:

(i) "Gabriel Espinoza" 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 § 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 Espinoza and his 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 Espinoza and his 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 Settlement Agreement. Under these legal principles, Smalls Brand shall reimburse Espinoza's counsel for fees and costs incurred as a result of investigating and bringing this matter to the attention of Smalls Brand and Target, and negotiating a settlement in the public interest. Within ten (10) days of the later of the Effective Date or Smalls Brand's receipt of a completed IRS Form W-9 for Brodsky Smith, Smalls Brand shall issue a check payable to "Brodsky Smith" in the amount of $14,000.00 for delivery to the address identified in § 3.2(a)(i), above. This payment is in full satisfaction of all fees and costs incurred by Espinoza and his counsel in connection with the Notice and this matter as to Smalls Brand, Target and all other Releasees, and neither Espinoza nor his counsel shall seek any further fees or costs from any Releasee in connection with the Notice or the Products.

5. RELEASE OF ALL CLAIMS

5.1 Release of Smalls Brand, Target and Downstream Customers and Entities. This Settlement Agreement is a full, final and binding resolution between Espinoza, acting on his own behalf and, to the fullest extent permitted by law, in the public interest, and Smalls Brand, of any violation of Proposition 65 that was or could have been asserted by Espinoza or on behalf of his past and current agents, representatives, attorneys, successors, and/or assigns ("Releasors") based on the Notice or for failure to provide warnings for alleged exposures to DEHP from the Products, and Releasors hereby release any such claims against (a) Smalls Brand, LLC and each of its parents, subsidiaries, affiliated entities, members, managers, shareholders, marketplaces, directors, officers, agents, employees, attorneys, insurers, suppliers, licensors, predecessors, successors and assignees; (b) Target Corporation, Target Brands, Inc., Target Stores, Inc., and each of their respective parents,

subsidiaries, affiliates, directors, officers, employees, agents, attorneys, insurers, successors and assignees; and (c) each entity to whom Smalls Brand directly or indirectly distributes or sells the Products, including but not limited to, manufacturers, suppliers, downstream distributors, wholesalers, customers, retailers, online marketplaces, and their 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 the Products, and for Products manufactured or entering the stream of commerce during that period, through their sale to consumers.

In further consideration of the promises and agreements herein contained, and for the payments to be made pursuant to §§ 3 and 4 above, Espinoza, on behalf of himself, his 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 he 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, arising out of or relating to the Notice or the alleged or actual exposure to DEHP from the Products. Espinoza further agrees that he and his counsel shall not serve any new notice of violation on any Releasee concerning DEHP in the Products for conduct released herein.

5.2 Smalls Brand's Release of Espinoza. Smalls Brand, on behalf of itself, its past and current agents, representatives, attorneys, successors and/or assignees, hereby waives any and all claims against Espinoza, his attorneys and other representatives, for any and all actions taken or statements made (or those that could have been taken or made) by Espinoza and/or his 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 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.

Espinoza, on behalf of himself and the Releasors, on one hand, and Smalls Brand, on the other hand, acknowledge that this Settlement 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, as to all Releasees. 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 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.

Espinoza and Smalls Brand 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 Smalls Brand with this Settlement Agreement constitutes compliance by Smalls Brand, Target and all other Releasees with Proposition 65 with respect to exposure to DEHP from the Products.

5.5 Public Benefit. It is Smalls Brand's understanding that the commitments it has agreed to herein, and actions to be taken by Smalls Brand 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. Code Regs. tit. 11, § 3201. As such, it is the intent of Smalls Brand that to the extent any other private party initiates an action alleging a violation of Proposition 65 with respect to Smalls Brand's failure to provide a warning concerning exposure to DEHP from 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 Smalls Brand is in material compliance with this Settlement Agreement.

5.6 Third-Party Beneficiaries. Target and each other Releasee are intended third-party beneficiaries of §§ 1.5, 2.3, 4 and 5 of this Settlement Agreement and may enforce those provisions directly.

5.7 Representations of Espinoza and his Counsel. Espinoza represents and warrants that he has not assigned or transferred any claim released herein, and that neither he nor his counsel has served any other notice of violation, or filed any action, against any Releasee concerning the Products. Espinoza and his Counsel represent and warrant that they are unaware of any other existing or pending claims against Smalls Brand.

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 Smalls Brand:

Matthew Kenefick
Jeffer Mangels & Mitchell LLP
333 Bush St., 11th Fl.
San Francisco, CA 94104

For Espinoza:

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)

Espinoza 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 in this Settlement Agreement.

AGREED TO:

Date: _____

By: _____
Gabriel Espinoza

AGREED TO:

Date: 11/5/2026

By: Signed by: Sam Flinders 7D8F6E1AC35D41E...
Smalls Brand, LLC, individually and d/b/a Roe Brand LLC

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 in this Settlement Agreement.

AGREED TO:

Date: 11/6/26

By: _____
Gabriel Espinoza

AGREED TO:

Date: _____

By: _____
Smalls Brand, LLC, individually and d/b/a Roe Brand LLC