SETTLEMENT AGREEMENT

1. INTRODUCTION

1.1 Parties

This Settlement Agreement is entered into by and between Dennis Johnson ("Johnson") and Tasia International Co., Ltd. ("Tasia International"). Johnson and Tasia International shall each be referred to as a "Party" and collectively as the "Parties." Johnson is an individual residing in the State of California who seeks to promote awareness of exposures to toxic chemicals and to improve human health by reducing or eliminating hazardous substances used in consumer products. Johnson alleges that Tasia International is a person in the course of doing business for purposes of the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health and Safety Code section 25249.6 *et seq.* ("Proposition 65").

1.2 General Allegations

Johnson alleges that Tasia International manufactures, sells, and distributes for sale in California, faux Christmas tree plants containing the phthalate chemical di(2-ethylhexyl) phthalate ("DEHP"). DEHP is listed pursuant to Proposition 65 as a chemical known to cause birth defects and other reproductive harm. Johnson alleges that Tasia International failed to provide the health hazard warning required by Proposition 65 for exposures to DEHP.

1.3 Product Description

The products covered by this Settlement Agreement are specifically defined as, and limited to, the *St. Nicholas Square Decorative Faux Botanical; UPC: 4 00765 27466 9,* manufactured, sold, or distributed for sale in California by Tasia International (hereinafter the "Products").

1.4 Notices of Violation

On July 2, 2026, Johnson served Kohl's, Inc., and the requisite public enforcement agencies with a 60-Day Notice of Violation (the "Kohl's Notice"), alleging that the notice recipients violated Proposition 65 by failing to warn their customers and consumers in California of the health hazards associated with exposures to DEHP from the Products. Johnson has identified Tasia International as the alleged manufacturer/supplier of the Products, an identification that Tasia International does not concede for purposes of this Settlement Agreement or otherwise.

On August 21, 2026, Johnson served Tasia International and the requisite public enforcement agencies with a 60-Day Notice of Violation (the "Tasia Notice," and together with the Kohl's Notice, the "Notices"), alleging that the notice recipients violated Proposition 65 by failing to warn their customers and consumers in California of the health hazards associated with exposures to DEHP from the Products. No public enforcer has commenced and is diligently prosecuting the allegations set forth in the Notices.

1.5 No Admission

Tasia International denies the material, factual, and legal allegations contained in the Notices and maintains that all of the products that it has 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 Tasia International of any fact, finding, conclusion, issue of law, or violation of law, nor shall compliance with this Settlement Agreement constitute or be construed as an admission by Tasia International of any fact, finding, conclusion, issue of law, or violation of law, such being specifically denied by Tasia International. This Section shall not, however, diminish or otherwise affect Tasia International's obligations, responsibilities, and duties under this Settlement Agreement.

1.6 Effective Date

For purposes of this Settlement Agreement, the term "Effective Date" shall mean October 26, 2026.

2. INJUNCTIVE RELIEF

2.1 Reformulation/Warning Commitment

As of the Effective Date, Tasia International shall not manufacture, import, distribute, sell or offer the Products for sale in the State of California unless: (i) the Products are Reformulated Products pursuant to Section 2.2; or (ii) Tasia International provides a clear and reasonable warning pursuant to Section 2.3. The Parties agree and intend that Products manufactured, imported, distributed, or sold by Tasia International or any Releasee (as defined in Section 4.1) in compliance with this Settlement Agreement shall be deemed to comply with Proposition 65 with respect to exposures to DEHP from the Products, and Johnson agrees that he shall not serve a notice of violation on, or bring any claim against, Tasia International or any Releasee with respect to such Products.

2.2 Reformulation Standards

"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 later version of those methodologies), or any other methodologies utilized by federal or state agencies for the purpose of determining the DEHP content in a solid substance.

2.3 Warnings.

To the extent that Products manufactured, imported, or otherwise acquired by Tasia International after the Effective Date do not meet the standard for Reformulated Products, a clear and reasonable warning shall be provided, as set forth herein.

2.3.1 Warning Content. For purposes of this Settlement Agreement, the parties agree that a clear and reasonable warning shall consist of one of the following warning statements:

> ⚠ **WARNING**: Risk of reproductive harm from exposure to di(2-ethylhexyl) phthalate (DEHP). See www.P65Warnings.ca.gov
>
> OR
>
> ⚠ **WARNING**: Can expose you to di(2-ethylhexyl) phthalate (DEHP), a reproductive toxicant. See www.P65Warnings.ca.gov
>
> OR
>
> ⚠ **WARNING**: This product can expose you to chemicals including di(2-ethylhexyl) phthalate (DEHP), which is known to the State of California to cause birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov

The above warning statements 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:**".

2.3.2 Method of Transmission

Product Labeling. Tasia International shall affix one of the foregoing warning statements to the packaging, labeling or directly to a specific Product. The warning statement shall be affixed to the Product, Products' packaging or labeling and placed 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. Where the short-form warning statement is provided on the label, the entire warning must be in a type size no smaller than the largest type size used for other consumer information on the product label. In no case shall the short-form warning statement appear in a type size smaller than six-point type.

Internet. In addition to the product labeling, where Tasia International offers Products to California customers via its own proprietary internet website or any third-party website over which Tasia International has control, Tasia International shall provide a clear and reasonable internet web page warning to customers located in California. The warning statement shall appear either: (i) on the same web page on which a Product is displayed and/or described; (ii) on the same page as the price for the Product; or (iii) on one or more web pages displayed to a California purchaser prior to completion of the checkout process. Alternatively, the warning statement shall be provided using a clearly marked hyperlink using the word "WARNING" on the product display page, or by otherwise prominently displaying the warning to the purchaser prior to completing the purchase. If the product label warning is provided using the short-form warning statement, the warning provided on the website may use the same content. A warning is not prominently displayed if the purchaser must search for it in the general content of the website. Where Tasia International does not have control over the content of third-party internet sellers, Tasia International shall provide such sellers with written notice, in accordance with Title 27, California Code of Regulation, Section 25600.2, of their warning obligations. Third-party internet sellers who receive notice pursuant to Section 25600.2 and fail to provide a clear and reasonable Proposition 65 warning pursuant to this section, shall not be deemed in compliance with this Settlement Agreement and shall not receive any benefit or protection afforded hereunder.

Catalog. In addition to the product labeling, if Tasia International sells Products via its own proprietary catalog or any third-party catalogue over which Tasia International has control, to customers located in California, one of the foregoing warnings statements must also be provided in the catalog in a manner that clearly associates it with the *specific* item being purchased. The catalog warning statement shall be placed 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. If a short-form warning is being provided on the label, the warning provided in the catalog may use the same content. Where Tasia International does not have control over the content of third-party catalog sellers, Tasia International shall provide such sellers with written notice, in accordance with Title 27, California Code of Regulation, Section 25600.2, of their warning obligations. Third-party catalog sellers who receive notice pursuant to Section 25600.2 and fail to provide a clear and reasonable Proposition 65 warning pursuant to this section, shall not be deemed in compliance with this Settlement Agreement and shall not receive any benefit or protection afforded hereunder.

Languages. Where a label or tag used to provide a warning statement includes consumer information about a product in a language other than English, the warning must also be provided in that language in addition to English.

2.3.3 Safe Harbor Warnings. The parties acknowledge that the warnings required by this section are not the exclusive methods of providing Proposition 65 warnings and agree that Tasia International may utilize "safe harbor" warning language and methods promulgated by the Office of Environmental Health Hazard Assessment and contained in 27 CCR §§ 25602-25603, applicable to DEHP and the Products, in effect on or after the Effective Date, without being deemed in breach of this Settlement Agreement.

2.4 Existing Inventory. The obligations of Sections 2.1 and 2.3 shall apply only to Products that Tasia International manufactures, imports, ships, or distributes for sale in California after the Effective Date. Products that Tasia International manufactured, imported, shipped, or distributed prior to the Effective Date ("Existing Inventory") may continue to be sold or offered for sale by Tasia International and the Releasees, and such sales shall be covered by the release in Section 4.1, as they are included in the calculation of civil penalties due pursuant to Section 3. Within thirty (30) days after the Effective Date, Tasia International shall provide Kohl's, Inc. with

written notice of the warning requirements of Section 2.3 and shall request that Kohl's, Inc. provide a warning complying with Section 2.3 for any Existing Inventory it continues to offer for sale in California more than ninety (90) days after the Effective Date.

2.5 Notice and Opportunity to Cure. Before taking any action to enforce Section 2 of this Settlement Agreement, within one year of the Effective Date, Johnson shall provide Tasia International with written notice in accordance with Section 7, identifying the alleged non-compliance with reasonable specificity, including the specific Product, the date and location of purchase, and any supporting test results. Tasia International shall have thirty (30) days after receipt of such notice to cure the alleged non-compliance or to provide information demonstrating compliance, and the Parties shall meet and confer in good faith during that period. Johnson shall not file any action or serve any notice of violation regarding the alleged non-compliance unless it remains uncured at the end of the thirty (30) day period.

3. MONETARY SETTLEMENT TERMS

3.1 Civil Penalty Payment

Pursuant to Health and Safety Code section 25249.7(b)(2), and as consideration for the releases contained in Sections 4.1 and 4.2 below, Tasia International agrees to pay $800 in civil penalties no later than the Effective Date. The penalty payment will be allocated in accordance with California Health and Safety Code section 25249.12(c)(1) & (d), with 75% of the penalty amount remitted to the California Office of Environmental Health Hazard Assessment ("OEHHA") and the remaining 25% of the penalty amount paid to Johnson. Tasia International shall make its payment in two checks, delivered to the address in Section 3.3, as follows: (1) to "OEHHA" in the amount of $600; and (2) to "Dennis Johnson" in the amount of $200.

3.2 Attorneys' Fees and Costs

The Parties acknowledge that Johnson and his counsel offered to resolve this dispute without reaching terms on the amount of fees and costs to be reimbursed to his counsel, thereby leaving the issue to be resolved after the material terms of the agreement had been settled. Shortly after the other settlement terms had been reached, Tasia International expressed a desire to resolve Johnson's fees and costs. The Parties reached an accord on the compensation due to Johnson's counsel under general contract principles and the private attorney general doctrine codified at Code of Civil Procedure section 1021.5 for all work performed in this matter. Under these legal principles, Tasia International agrees to pay, no later than the Effective Date, $13,700, in the form of a check made payable to "Voorhees & Bailey, LLP," for all fees and costs incurred investigating, bringing this matter to the attention of Tasia International's management, and negotiating a settlement.

3.3 Payment Address and Tax Documentation

All checks under this Settlement Agreement shall be delivered to the following address and shall, thereafter, be delivered by Johnson to the respective payees:

Voorhees & Bailey, LLP
27 Pine Street; Suite 50
New Canaan, CT 06840

In lieu of payment by checks, Tasia International may make a single payment in the amount of $14,500 by wire transfer to Voorhees & Bailey, LLP's trust account pursuant to wire instructions provided in writing by Voorhees & Bailey, LLP. Voorhees & Bailey, LLP shall then allocate the appropriate amounts to OEHHA, Dennis Johnson, and Voorhees & Bailey, LLP in accordance with this Settlement Agreement.

Johnson shall provide IRS W-9 forms for: (i) "Office of Environmental Health Hazard Assessment", (ii) Dennis Johnson, and (iii) Voorhees & Bailey, LLP. To the extent required by applicable law, Tasia International shall issue complete IRS 1099 forms to each payee for their respective payment amount, including an IRS Form 1099-MISC to Johnson.

4. CLAIMS COVERED AND RELEASED

4.1 Johnson's Release of Proposition 65 Claims

Johnson, acting on his own behalf and not on behalf of the public, releases Tasia International, its parents, subsidiaries, affiliated entities under common ownership, and its and their respective directors, officers, agents, employees, attorneys, insurers, successors, and assigns, and each entity to whom Tasia International directly or indirectly distributes or sells Products, including, but not limited to, downstream distributors, wholesalers, customers, retailers including, but not limited to, Kohl's, Inc., franchisees, cooperative members, importers, and licensees (collectively, "Releasees"), from all claims for violations of Proposition 65 relating to unwarned exposures to DEHP from: (a) the Products manufactured, imported, distributed, or sold by Tasia International prior to the Effective Date, including any subsequent sale of such products by any Releasee after the Effective Date; and (b) Products manufactured, imported, distributed, or sold after the Effective Date in compliance with Section 2 of this Settlement Agreement. The Parties further understand and agree that this Section 4.1 release shall not extend upstream to any entities that manufactured the Products or any component parts thereof, or any distributors or suppliers who sold the Products or any component parts thereof to Tasia International.

4.2 Johnson's Individual Release of Claims

Johnson, in his individual capacity only and not in his representative capacity, provides a release herein 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 Johnson against Tasia International and the Releasees, of any nature, character, or kind, whether known or unknown, suspected or unsuspected, arising out of alleged or actual exposures to DEHP in the Products manufactured, imported, distributed, or sold by Tasia International prior to the Effective Date. The Parties further understand and agree that this Section 4.2 release shall not extend upstream to any entities that manufactured the Products, or any component parts thereof, or any distributors or suppliers who sold the Products, or any component parts thereof to Tasia International.

With respect to the claims released in this Section 4.2, Johnson acknowledges that he is familiar with California Civil Code section 1542, 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.

Johnson, in his individual capacity only, expressly waives and relinquishes any and all rights and benefits that he may have under, or that may be conferred upon him by, California Civil Code section 1542, or any similar law of any other jurisdiction, to the fullest extent that he may lawfully do so with respect to the claims released in this Section 4.2.

4.3 Tasia International's Release of Johnson

Tasia International, on its own behalf, and on behalf of its past and current agents, representatives, attorneys, successors, and/or assignees, hereby waives any and all claims against Johnson and his attorneys and other representatives for any and all actions taken or statements made by Johnson and his attorneys and other representatives prior to the Effective Date, whether in the course of investigating claims or seeking to enforce Proposition 65 against it in this matter with respect to the Products; provided, however,

that nothing in this Section 4.3 shall affect or limit Tasia International's right to enforce the terms of this Settlement Agreement.

5. SEVERABILITY

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

6. GOVERNING LAW

The terms of this Settlement Agreement shall be governed by the laws of the State of California and apply within the State of California. In the event that Proposition 65 is repealed or is otherwise rendered inapplicable by reason of law generally, or as to the Products, then Tasia International may provide written notice to Johnson of any asserted change in the law and shall have no further injunctive obligations pursuant to this Settlement Agreement with respect to, and to the extent that, the Products are so affected.

7. NOTICE

Unless specified herein, all correspondence and notice required to be provided pursuant to this Settlement Agreement shall be in writing and sent by: (a) personal delivery; (b) first-class, registered or certified mail, return receipt requested; (c) a recognized overnight courier; or (d) electronic mail, with a confirming copy sent by one of the foregoing methods, on any Party by the other at the following addresses:

For Tasia International:

Current President or CEO
Tasia International Co., Ltd.
2509, 25F, Changping Business Mansion
No.99, Honghua Road, Ftz, Futian District
Shenzhen, Guangdong, 518027 China

With a copy to:
David Angeloff
4910 3rd Ave., Los Angeles, CA, 90043
Email: Davidangeloff@gmail.com

For Johnson:

Dennis Johnson
c/o Voorhees & Bailey, LLP
Proposition 65 Coordinator
27 Pine Street; Suite 50
New Canaan, CT 06840

Any Party may, from time to time, specify in writing to the other a change of address to which all notices and other communications shall be sent.

8. COUNTERPARTS; FACSIMILE SIGNATURES

This Settlement Agreement may be executed in counterparts and by facsimile or portable document format (PDF) signature, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

9. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(f)

Johnson and his attorneys agree to comply with the reporting form requirements referenced in California Health and Safety Code section 25249.7(f).

10. MODIFICATION

This Settlement Agreement may be modified only by written agreement of the Parties.

11. 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.

12. AUTHORIZATION

The undersigned are authorized to execute this Settlement Agreement on behalf of their respective Parties and have read, understand, and agreed to all of the terms and conditions of this Settlement Agreement.

AGREED TO:

Date: 10/26/2026

By: _____
DENNIS JOHNSON

AGREED TO:

Date: 10/27/2026

By: KEVIN LIN
TASIA INTERNATIONAL CO., LTD.