

SETTLEMENT AGREEMENT
BETWEEN
CONSUMER ADVOCACY GROUP, INC.
AND
IMPRESSIONS VANITY COMPANY

Consumer Advocacy Group, Inc. (“CAG”) and Impressions Vanity Company (hereto referred to as “Impressions Vanity”), (CAG and Impressions Vanity collectively referred to as, the “Parties”) enter into this agreement (“Settlement Agreement”) for the purpose of avoiding prolonged and costly litigation to settle CAG’s allegations that Impressions Vanity violated Proposition 65. The effective date of this Settlement Agreement shall be the date upon which it is fully executed by all Parties hereto (the “Effective Date”).

1.0 Introduction

1.1 CAG is a California-based entity that 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 Impressions Vanity sold and/or distributed Vanity Case including but not limited to “Silver Metallic/Holographic Vanity Case”; “Impressions Vanity Company”; “Storage Organi 160989”; “CAT 5455 STYLE 16089”; NO UPC” (referred to throughout as the “Covered Products”). The Covered Products are limited to those sold and/or distributed by Impressions Vanity.

1.3 CAG alleges that the Vanity Case contains Di (2-ethylhexyl) phthalate (“DEHP”), also known as Diethyl Hexyl Phthalate and Bis (2-ethylhexyl) phthalate and that Impressions Vanity did not provide a warning in compliance with the California Safe Drinking Water and Toxic Enforcement Act (*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 CAG served its “Sixty-Day Notice of Intent To Sue For Violations Of The Safe Drinking Water And Toxic Enforcement Act of 1986” which is further described below.

1.5 DEHP is referred to hereafter as the “Listed Chemical”.

1.6 On or about January 20, 2021 (Attorney General Notice #2021-00119), CAG served Impressions Vanity, Homegoods, Inc., The TJX Companies, Inc., and certain relevant public enforcement agencies with documents entitled “Sixty-Day Notice Of Intent To Sue For Violations Of The Safe Drinking Water And Toxic Enforcement Act of 1986” regarding the Covered Products containing the Listed Chemical.

1.7 The Sixty-Day Notice (referred to as the “Notice”) alleged that Impressions Vanity and the other noticed parties violated Proposition 65 by

failing to warn consumers in California that use of the Covered Products exposes persons to the Listed Chemical.

1.8 The Parties enter into this Settlement Agreement to settle disputed claims between the Parties as set forth below concerning the Parties' and the Covered Products' compliance with Proposition 65 (the "Dispute").

1.9 By execution of this Settlement Agreement, the Parties do not admit any facts or conclusions of law, 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. Nothing in this Settlement Agreement shall be construed as an admission by the Parties of any fact, conclusion of law, issue of law, or violation of law. Nothing in this Settlement Agreement, nor compliance with its terms, shall constitute or be construed, considered, offered, or admitted as evidence of an admission or evidence of fault, wrongdoing, or liability by Impressions Vanity, its officers, directors, employees, or parents, subsidiaries or affiliated corporations, in any administrative or judicial proceeding or litigation in any court, agency, or forum. Except for the allegations settled and compromised, nothing in this Settlement Agreement shall prejudice, waive, or impair any right, remedy, argument, or defense that CAG or Impressions Vanity may have against one another in any other pending legal proceeding as to allegations unrelated to the Dispute or claims released herein.

2.0 Release

2.1 This Settlement Agreement is a full, final, and binding resolution between CAG, on behalf of itself and its respective members, owners, principals, officers, directors, shareholders, employees, agents, parent companies, subsidiaries, divisions, successors, assigns, legal representatives and affiliates, acting in its private capacity on the one hand, and Impressions Vanity and (a) its owners, parents, subsidiaries, affiliates, sister and related companies, employees, shareholders, officers, directors, insurers, attorneys, predecessors, successors, and assigns, and (b) its downstream entities in the stream of commerce including, but not limited to, franchisees, licensees, customers, suppliers, distributors, wholesalers, cooperative members, and retailers (including Homegoods, Inc. and The TJX Companies, Inc.) the entities identified in subsections (a) and (b), are collectively referred to as “Releasees”), on the other hand, of any alleged violation(s) of Proposition 65 or any statutory or common law claim that has been alleged in the Notice, could have been or may in the future be asserted against the Releasees regarding alleged exposures to the Listed Chemical and the failure to warn about exposure to the Listed Chemical arising in connection with the Covered Products manufactured or imported prior to the Effective Date, even if sold by downstream Releasees after the Effective Date. The Covered Products are limited to those sold by Impressions Vanity.

2.2 CAG, its past and current agents, owners, principals, officers, directors, shareholders, employees, parent companies, subsidiaries, divisions, affiliates,

representatives, attorneys, successors, and/or assignees, hereby waives and releases with respect to the Covered Products all rights to institute or participate in, directly or indirectly, any form of legal action, including, without limitation, all actions, and causes of action, in law or in equity, suits, liabilities, demands, obligations, damages, costs, fines, penalties, losses, or expenses (including, but not limited to, investigation fees, expert fees, and attorneys' fees) (collectively "Claims"), against Releasees that arise under Proposition 65 or any other statutory or common law claims that were alleged in the Notice or could have been asserted in connection with any Covered Products manufactured or imported up to the Effective Date, to the extent that such Claims relate to Releasees' alleged exposure of persons to the Listed Chemical contained in the Covered Products or any failure by Releasees to warn about exposures to the Listed Chemical contained in the Covered Products.

2.3 CAG acknowledges that it 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.

CAG, its past and current agents, owners, principals, officers, directors, shareholders, employees, parent companies, subsidiaries, divisions, affiliates,

representatives, attorneys, successors, and/or assignees expressly waives and relinquishes any and all rights and benefits which it may have under, or which may be conferred on it by the provisions of 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 it may lawfully waive such rights or benefits pertaining to the released matters. The release in this section shall have no force or effect until the full amount of payments set forth in Section 4.0 below are paid in full.

3.0 Vendor's Duties

3.1 Impressions Vanity agrees that for Covered Products manufactured or imported on and after the Effective Date, Impressions Vanity shall reformulate any Covered Products offered for sale in California to a point where the level of DEHP in the Covered Products does not exceed 0.1% by weight (1,000 parts per million (ppm)) DEHP.

3.2 Impressions Vanity agrees that for Covered Products in existing inventory not compliant with Section 3.1, it will provide warnings for cancer and reproductive toxicity on such Covered Products that comply with Proposition 65. Such a warning shall comply with the warning requirements under Title 27, California Code of Regulations, §§ 25600, et seq. The warnings shall be provided in such a conspicuously and prominent manner that will assure the message is made available and likely to be read, seen, or heard by the consumer prior to or at the time of the sale or purchase.

Compliance with this Section shall constitute compliance with Proposition 65 with respect to the Listed Chemical in the Covered Products for any Covered Products in existing inventory that had not been reformulated and were distributed and/or sold by Releasees or Downstream Releasees after the Effective Date.

Where a label used for the Covered product in existing inventory, that exceeds 0.1% of DEHP includes consumer information as defined by California Code of Regulations title 27

§25600.1(c) in a language other than English, the warning must also be provided in that language in addition to English. Should Impressions Vanity sell or distribute any Covered Products in existing inventory, that exceeds 0.1% of DEHP, through the internet the warning will be posted in the manner provided for with respect to internet sales, as provided for in 27 CCR sections 25601 and 25602, as they may be subsequently amended.

4.0 Payments

4.1 Impressions Vanity agrees, to pay a total of Seventy-Five thousand dollars (\$75,000.00) within ten (10) days of the Effective Date or by July 26, 2023 whichever is later, by separate checks apportioned as follows:

4.1.1 Penalty: Impressions Vanity shall issue two separate checks for a total amount of Twelve thousand dollars (\$12,000) as follows: (a) one check made payable to the State of California's Office of Environmental

Health Hazard Assessment (OEHHA) in the amount of Nine thousand dollars, (\$9,000), representing 75% of the total penalty; and (b) one check to Consumer Advocacy Group, Inc. in the amount of Three thousand dollars (\$3,000), representing 25% of the total penalty. OEHHA's check shall be delivered to Office of Environmental Health Hazard Assessment P.O. Box 4010 Sacramento, CA 95812-4010, Attn: Mike Gyurics. CAG's check shall be delivered to: Reuben Yeroushalmi, Yeroushalmi & Yeroushalmi, 9100 Wilshire Boulevard, Suite 240W, Beverly Hills, California 90212. Additionally, two separate 1099s shall be issued for the above payments: The first 1099 shall be issued to OEHHA, P.O. Box 4010 Sacramento, CA 95812-4010, Attn: Mike Gyurics (EIN: 68-0284486) in the amount of \$9,000. The second 1099 shall be issued in the amount of \$3,000 to CAG and delivered to Yeroushalmi & Yeroushalmi, 9100 Wilshire Boulevard, Suite 240W, Beverly Hills, CA 90212.

4.1.2 Attorneys' Fees and Costs: Sixty-three thousand dollars (\$63,000) of such payment shall be paid to Yeroushalmi & Yeroushalmi, as CAG's attorneys, for reasonable investigation fees and costs, attorneys' fees, and any other costs incurred as a result of investigating and bringing this matter to Impressions Vanity's attention. The check shall be delivered to: Reuben Yeroushalmi, Yeroushalmi & Yeroushalmi, 9100 Wilshire Boulevard, Suite 240W, Beverly Hills, California 90212. By the Effective Date, Yeroushalmi & Yeroushalmi shall provide Impressions

Vanity with its Employer Identification Number.

5.0 Authority to Enter Into Settlement Agreement

5.1 CAG represents that its signatory to this Settlement Agreement has full authority to enter into and legally bind CAG to this Settlement Agreement.

5.2 Impressions Vanity represents that its signatory to this Settlement Agreement has full authority to enter into and legally bind Impressions Vanity to this Settlement Agreement.

6.0 Report of the Settlement Agreement to the Office of the Attorney General Of California

6.1 CAG shall report this Settlement Agreement to the Attorney General's Office within five (5) days of the Parties' execution of this Settlement Agreement.

7.0 Execution in Counterparts and Facsimile

7.1 This Settlement Agreement may be executed in counterparts, which taken together shall be deemed to constitute the same document. A facsimile or portable document format (PDF) signature shall be as valid as the original.

8.0 Entire Agreement

8.1 This Settlement Agreement contains the sole and entire agreement and understanding of the Parties with respect to the entire subject matter hereof, and all related prior discussions, negotiations, commitments, and understandings. No other agreements, oral or otherwise, exist to bind any of the Parties.

9.0 Modification of Settlement Agreement

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

10.0 Application of Settlement Agreement

10.1 This Settlement Agreement shall apply to, be binding upon, and inure to the benefit of, CAG and the Releasees identified in Section 2 above.

11.0 Enforcement of Settlement Agreement

11.1 Notwithstanding the above, CAG may bring an action to enforce any breach of the monetary settlement terms in Section 4.0, above, upon five (5) days written notice by CAG to Impressions Vanity of the alleged breach in accordance with the notification requirements set forth in Section 12.0, below. In case of any enforcement action, the prevailing party shall be entitled to its reasonable attorneys' fees and costs associated with such enforcement.

12.0 Notification Requirements

12.1 Any notice required or permitted hereunder shall be effective only if given in writing and delivered in person, certified or registered mail return receipt requested, or traceable overnight delivery service, to the following designees:

For CAG:

Reuben Yeroushalmi, Esq.
YEROUSHALMI & YEROUSHALMI
9100 Wilshire Boulevard, Suite 240W
Beverly Hills, CA 90212

For Impressions Vanity Company:

Will Wagner
Arnold & Porter
Three Embarcadero Center | 10th Floor
San Francisco, CA 94111-4024
(916) 534-1044

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


13.0 SEVERABILITY

13.1 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.

14.0 GOVERNING LAW

14.1 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, preempted or is otherwise rendered inapplicable by reason of law generally, or as to the Listed Chemical and/or the Covered Products, then Impressions Vanity shall provide written notice to CAG 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 are so affected.

CONSUMER ADVOCACY GROUP, INC.

Dated: August 22, 2023 By: 
Printed Name: Michael Marcus
Title: Director

IMPRESSIONS VANITY COMPANY

Dated: _____ By: _____
Printed Name: _____
Title: _____

CONSUMER ADVOCACY GROUP, INC.

Dated: _____

By: _____

Printed Name: _____

Title: _____

IMPRESSIONS VANITY COMPANY

Dated: Aug 23, 2023

By: *Kevin Choi*
Kevin Choi (Aug 23, 2023 16:28 PDT)

Printed Name: Kevin Choi

Title: CEO







Impressions Vanity Settlement Agreement

Final Audit Report

2023-08-23

Created:	2023-08-21
By:	Manoj Shah (manoj@brandcounselpc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7oMYoB4_ymzApbDIbb6rMIS1017YjJW7

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