

SETTLEMENT AGREEMENT AND RELEASE

CA Citizen Protection Group, LLC (“CCPG”) and Dreamwear Inc. (“**Dreamwear**”) enter into this Settlement Agreement and Release (this “**Agreement**”) to resolve disputed claims. This Agreement is effective on the date on which it is fully executed by all Parties (“**Effective Date**”). CCPG and Dreamwear are referred to individually as a “**Party**” and collectively as the “**Parties**.” The Parties agree as follows:

1. The “**Matter**” arises out of a Sixty-Day Notice of Intent to Sue for alleged Violations of the Safe Drinking Water and Toxic Enforcement Act of 1986, codified under California Health & Safety Code (“**HSC**”) sections 25249.5, *et seq.* (referred to as “**Proposition 65**”), that CCPG served on May 26, 2023 (filed as AG No. 2023-01506) on Dreamwear, ABG Juicy Couture, LLC, Suresource LLC, and Ross Stores, Inc. (the “**Notice**”), with respect to a panty set product carrying/storage case (as defined below) sold by Dreamwear and the other noticed parties in California. The Notice alleges that Proposition 65 warnings are required for alleged consumer exposure to Di(2-ethylhexyl) Phthalate (“**DEHP**”) from use of the panty set product carrying/storage case. The following product manufactured, distributed and/or sold by Dreamwear is referred to as the “**Covered Product**” under this Agreement:

Juicy Couture Days of the Week Panties (plastic zipper storage bag), UPC: 195838656038

2. Dreamwear enters into this Settlement Agreement as a full and final settlement of all claims that were raised or that could have been raised in the Notice, and to avoid prolonged and costly litigation. Dreamwear denies the material, factual, and legal allegations contained in the Notice, maintains that it is not a person in the course of doing business that is subject to Proposition 65, that it is not subject to personal jurisdiction in California, and that all products that it has sold and distributed in California, including the Covered Products, have been and are in compliance with all laws, and are completely safe for their intended use. The Parties enter into this Agreement to fully resolve all claims, demands, and allegations regarding the Matter and for the purpose of avoiding prolonged litigation. Nothing in this Agreement shall be construed as an admission by any Party of any fact, issue of law, or violation of law, nor shall compliance with this Agreement constitute or be construed as an admission by any Party of any fact, issue of law, or violation of law including but not limited to Proposition 65, such being specifically denied by Dreamwear. Nothing in this Agreement or any document referred to herein shall be construed as giving rise to any presumption or inference of admission or concession by the Parties as to any fault, wrongdoing, or liability. This Section 2 shall not, however, diminish or otherwise affect the obligations, responsibilities, and duties of the Parties under this Agreement.

3. DEHP Standards; Warnings.

3.1 On and after the date that is ninety (90) days after the Effective Date, Dreamwear shall not sell in the State of California a Covered Product which does not qualify as a Reformulated Covered Product under Section 3.3, unless such Covered Product complies with the warning requirements of Section 3.2.


3.2 On and after ninety (90) days after the Effective Date, Dreamwear shall provide on the Covered Product (to the extent it does not constitute a Reformulated Covered Product) a

warning that complies with the requirements of Section 3.2. The warning shall be displayed on the product or product packaging of the Covered Product with such conspicuousness, as compared with other words, statements, or designs so as to render it likely to be read and understood by an ordinary individual purchasing or using the Covered Product.

Respecting the warnings defined in Sections 3.2.1 or 3.2.2, the warning must be in a type size no smaller than the largest type size used for other consumer information on the product. In no case shall the warning appear in a type size smaller than 6-point type.

3.2.1 Option 1.

For the Covered Product, the warning may state:

 [California Prop 65] **WARNING:** This product can expose you to chemicals, including Di (2-ethylhexyl) Phthalate (DEHP), which are 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.

3.2.2 Option 2.

For the Covered Product, the warning may state:

 [California Prop 65] **WARNING:** Cancer and Reproductive Harm – www.P65Warnings.ca.gov.

The pictogram specified in Section 3.2.1 and 3.2.2 shall be in yellow with a black exclamation mark; *provided however*, the pictogram may be in white instead of yellow if the Covered Product label or packaging does not contain the color commonly referred to as yellow. The language in brackets in the Option 1 and Option 2 warnings above is optional.

3.2.3 Option 3.

In lieu of Option 1 or Option 2 set forth in Sections 3.2.1 and 3.2.2, the Covered Product(s) may be labeled with any warning authorized by any Proposition 65 law or regulation in effect on or after the Effective Date. To the extent a Covered Product does not contain DEHP and a warning is provided under this Settlement Agreement for a listed phthalate other than DEHP the warning shall be adjusted to comply with the safe-harbor warning content applicable to the listed phthalate contained in the product consistent with the requirements set forth in Title 27, California Code of Regulations, section 25600 *et seq.*, as amended August 30, 2018, and subsequently thereafter.

3.2.4 Internet Sales. In addition to affixing the warning or alternative warning as provided for above to the Covered Product's packaging or labeling, the warning or alternative warning shall be posted on websites operated by Dreamwear (if any) or where Dreamwear controls the content of the product listing where the Covered Product is offered 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. For purposes of this subsection, a warning is not “prominently displayed” if the purchaser must search for it in the general content of the website.

3.2.5 Language Other than English. Where the label or packaging of the Covered Product used to provide a warning includes consumer information about the Covered Product in a language other than English, the product label, or packaging, warning must also be provided in that language in addition to English.

3.3 Reformulated Covered Product. “Reformulated Covered Products” shall mean Covered Products that contain concentrations less than or equal to 0.1% (1,000 parts per million (“ppm”)) each of DEHP, dibutyl phthalate (“DBP”), diisononyl phthalate (“DINP”), diisodecyl phthalate (“DIDP”), di-n-hexyl phthalate (“DnHP”), and butyl benzyl phthalate (“BBP”), in any accessible components as tested by an accredited laboratory and methods in compliance with Section 3.4 below. For a Covered Product that is not a Reformulated Covered Product Dreamwear shall provide the warnings set forth in Section 3.2.

3.4. Formula, Testing and Quality Control Methodology.

3.4.1 For purposes of this Agreement, exposure levels shall be measured in parts per million (milligrams/kilogram or mg/kg) by generally accepted scientific standards. The testing requirements do not apply to any Covered Product for which Dreamwear has provided a warning as specified in Section 3.2.

3.4.2 Dreamwear shall not be required to engage in testing pursuant to this Agreement unless Dreamwear sells into California the Covered Product without a warning. All testing pursuant to this Agreement shall be performed using a laboratory method that complies with any United States Environmental Protection Agency (“USEPA”), Consumer Product Safety Commission (“CPSC”), or California Environmental Protection Agency (“CAEPA”) approved testing method.

3.4.3 Unless warnings are affixed consistent with the requirements of Section 3.2, all testing pursuant to this Agreement shall be performed by an independent third-party laboratory approved by, accredited by, or registered with the CAEPA, CPSC, or USEPA. Testing shall be performed prior to Dreamwear’s “first sale” in California of the Covered Product ordered for production after the Effective Date, and testing shall continue thereafter at least once per year for three (3) consecutive years after the Effective Date (the “**Testing Period**”), after which time, no further testing shall be required under this Agreement, unless, after the Testing Period, Dreamwear changes suppliers for the Covered Product, then Dreamwear shall test the Covered Product at least once after such change is made.

3.5 Dreamwear and the “Releasees” (as defined in Section 5.1 below) shall have no obligation or liability with respect to Covered Product that is manufactured, imported, distributed, or sold in California prior to or after the date of this Agreement and the Notice, except as otherwise set forth in this Agreement.

4. Dreamwear shall pay the total settlement amount of Nineteen Thousand Five Hundred Dollars (\$19,500) (the “**Settlement Amount**”) within ten (10) days of the Effective Date. Dreamwear shall pay the Settlement Amount by wire transfer (via account wire instructions provided by CCPG’s counsel upon request), or checks made payable to “*Khansari Law*”

Corporation – Client Trust Account” and sent via overnight with tracking (FedEx, UPS, or Express mail) to the mailing address below on behalf of CCPG:

Khansari Law Corporation
16133 Ventura Blvd., Suite 1200
Encino, CA 91436

CCPG shall be solely responsible for allocating the payment pursuant to Sections 4.1 and 4.2. As a condition to Dreamwear’s payment obligations arising under this Agreement, CCPG shall supply Dreamwear with a completed W9 form on behalf of itself or its counsel, as applicable. Plaintiff recognizes that Dreamwear cannot process the settlement payments without the required W-9 information. The Settlement Amount shall be allocated as follows:

4.1. In settlement of all claims for monetary relief of any kind related to the Notice or referred to in this Settlement Agreement (except for Plaintiff’s attorney’s fees and expenses set forth in § 4.2 below) \$500 of the Settlement Amount shall be considered a “civil penalty”, of which CCPG shall remit seventy-five percent (75%) to the “Safe Drinking Water and Toxic Enforcement Fund” managed by the State of California’s Office of Environmental Health Hazard Assessment. The twenty-five percent (25%) balance shall be remitted to CCPG.

4.2 The Parties reached an accord on the compensation due to CCPG’s 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, \$19,000 of the settlement amount shall be allocated for any and all of CCPG’s attorneys’ fees and expenses, including but not limited to all investigative, expert, and testing expenses, incurred as a result of investigating and bringing this matter to the attention of Williams-Sonoma, and negotiating this settlement in the public interest.

4.3 Except as expressly set forth in Section 4, the Parties shall bear their own costs, expenses, and attorneys’ fees related to this Matter.

5. Binding Effect; Claims Covered and Released.

5.1. CCPG, on behalf of itself and its respective owners, principals, shareholders, officers, directors, employees, agents, parents, subsidiaries, successors, assigns, and legal representatives (collectively referred to as “**CCPG Releasors**”) fully releases and waives any right to participate (directly or indirectly) in any litigation against: (a) Dreamwear, and its respective equity owners, parents, subsidiaries, affiliates, sister and related companies; (b) each of their upstream suppliers and all downstream entities in the stream of commerce including but not limited to distributors, wholesalers, customers, retailers, franchisees, cooperative members, licensors, and licensees (including but not limited to ABG Juicy Couture, LLC, Suresource LLC, and Ross Stores, Inc.); and (c) the employees, shareholders, officers, directors, members, managers, equity owners, insurers, attorneys, predecessors, successors, and assigns of any of the entities identified in subsections (a) and (b), above (the entities identified in subsections (a), (b) and (c), above, are collectively referred to as “**Releasees**”) from all claims, actions, suits, demands, liabilities, damages, penalties, fees (including but not limited to attorneys’ fees, investigator fees, and expert fees), costs, and expenses (collectively referred to as “**Claims**”) that were asserted, or that could

have been asserted, for any alleged violations of Proposition 65, or any other alleged violation of statutory or common law, arising from alleged exposures to DEHP in the Covered Products manufactured, imported, distributed, or sold in California within 90 days of the Effective Date.

5.2. It is possible that other claims not known to the Parties arising out of the facts alleged in the Notice and relating to the Covered Product will develop or be discovered. CCPG on behalf of itself and the CCPG Releasers, acknowledges that this Agreement is expressly intended to cover and include all such claims, including all rights of action therefore, and further acknowledges that the Claims released in this Section 5 may include unknown claims, and nevertheless waives California Civil Code section 1542 as to any such unknown claims. California Civil Code section 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.

CCPG acknowledges and understands the significance and consequences of this specific waiver of California Civil Code Section 1542.

5.3. The Parties agree that compliance with the terms of this Agreement shall constitute compliance by any Releasee with Proposition 65 regarding alleged exposures to DEHP in the Covered Product.

5.4 It is the Parties' position that the commitments they have agreed to herein, and actions taken and to be taken by Dreamwear under this Agreement, confer a significant benefit to the general public, as set forth in California Civil Procedure Code section 1021.5 and Cal. Admin. Code Title 11, section 3201. As such, to the extent any other private party initiates an action alleging a violation of Proposition 65 with respect to Dreamwear or any Releasee's failure to provide a warning concerning exposures to DEHP with respect to the Covered Product they have respectively manufactured, distributed, sold, licensed, 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 the Covered Product addressed in this Agreement, provided that Dreamwear is in compliance with this Agreement. This subsection 5.4 does not constitute a public release by CCPG under this Agreement.

6. Resolution of Disputes.

6.1 If CCPG alleges that Dreamwear has failed to comply with this Agreement, prior to filing an action or motion relating to enforcement, CCPG shall first provide to Dreamwear thirty (30) days' advance written notice of the alleged violation(s). CCPG shall provide testing results, lot numbers, photographs of the Covered Product, and purchase receipts for the Covered Product at issue in the alleged violation, as applicable. The Parties shall meet and confer during such thirty (30) day period in an effort to reach agreement on an appropriate cure for the alleged violation without the need for litigation.

6.2 Notwithstanding the provisions of Section 3, CCPG may not issue any notice under Section 6.1 if the packaging of a Covered Product is marked or labeled with the statement "Not

for Sale in California” or substantially similar language, such statement is prominently placed upon such Covered Product’s label or other labeling as compared with other words or statements on the label or labeling as to render it likely to be read and understood by an ordinary individual under customary conditions of purchase or use. If Dreamwear marks or labels the Covered Product with such a statement, Dreamwear shall additionally notify its customers/distributors by correspondence that the Covered Product shall not be sold in California.

6.3 In the event any litigation, arbitration, mediation, or other proceeding is initiated by any party to enforce this Agreement, the prevailing party shall be entitled to recover from the non-prevailing Party all costs, expenses, reasonable attorneys’ fees, and expert witness fees, relating to or arising out of (i) such proceeding, and (ii) any post judgment or post-award proceeding including without limitation to enforce any judgment or award resulting from any such proceeding.

7. This Agreement contains the entire agreement between the Parties with regard to settlement of this Matter, and supersedes all prior or contemporaneous agreements or understandings, written or oral, with regard to the matters set forth in this Agreement. This Agreement may be amended or modified in whole or in part at any time only by an agreement in writing executed by the Parties. Notwithstanding the foregoing, Dreamwear shall be entitled, at their option, to modify any warning that it provides under Section 3.2 to conform with any change in the Proposition 65 warning regulations currently set forth in Title 27 of the California Code of Regulations that may be adopted after the Effective Date. CCPG shall cause this Agreement to be reported to the State of California Attorney General as required and applicable under Proposition 65 statutes, including specifically HSC § 25249.7.

8. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective owners, principals, shareholders, members, managers, officers, directors, employees, agents, successors, assigns and Releasees.

9. No inference, assumption or presumption shall be drawn, and no provision of this Agreement shall be construed against any of the Parties, based upon the fact that one of the Parties and/or one of the Parties’ attorneys prepared and/or drafted all or any portion of this Agreement. It is conclusively presumed that the Parties participated equally in the preparation and drafting of this Agreement.

10. This Agreement shall be deemed to have been entered into in the State of California and governed and interpreted by the laws of the State of California, regardless of the place of incorporation, place of business, domicile of any of the Parties or physical locations of the individuals executing this Agreement at the time of execution.

11. The Parties acknowledge that they have a right to consult an attorney and they have consulted their attorneys with respect to the terms and conditions of this Agreement or by signing this Agreement hereby acknowledge they have made the decision not to consult with an attorney in this Matter. The Parties further acknowledge that they fully understand this Agreement and the effect of signing and executing this Agreement.

12. Any legal action to enforce this Agreement or related to this Matter shall be brought in either the County of Alameda or the County of Los Angeles, of the State of California.

13. This Agreement may be signed in counterparts, and each counterpart, as well as any facsimile, e-mail (.pdf), copy of this Agreement, or any other counterpart, shall be deemed to be an original.

14. All notices required to be given to either Party under this Agreement shall be in writing and sent to the following recipients by (a) first-class mail or (b) overnight delivery, with a courtesy copy via email, as indicated below.

For CCPG:

CA Citizen Protection Group, LLC
c/o Khansari Law Corporation
16133 Ventura Blvd., Suite 1200
Encino, California 91436
Fax: (818) 650-6445
Tel.: (818) 650-6444
Email: andre@khansarilaw.com

For Dreamwear:

President/CEO
Dreamwear Inc.
183 Madison Ave., 10th Floor
New York, NY 10016

With Copy to:

James Robert Maxwell, Esq.
Rogers Joseph O'Donnell
311 California Street, 10th floor
San Francisco, CA, 94104-2695

15. Each of the individuals who executes this Agreement represents and warrants he/she has the authority to execute this document and bind the respective Parties to the terms and conditions of this Agreement, and has read, understood, and agreed to all the terms and conditions in this Agreement.

[Signatures Appear on the Following Page]

DATED: February 21, 2024

CA CITIZEN PROTECTION GROUP, LLC

By: Tal Ohana

Name: Tal Ohana

Title: Manager

DATED: February 21, 2024

DREAMWEAR INC.

By: 

Name: Elliot Franco

Title: Pres.