

## SETTLEMENT AND RELEASE AGREEMENT

### 1. INTRODUCTION

#### 1.1. Initiative for Safer Cosmetics and Brand Architekts

This Settlement Agreement is entered into by and between Initiative for Safer Cosmetics (“IFSC”), on the one hand, and Brand Architekts, on the other hand, with IFSC and The Brand Architekts Ltd. (“Brand Architekts”), with IFSC and Brand Architekts each individually referred to as a “Party” and collectively referred to as the “Parties.”

#### 1.2. General Allegations

IFSC alleges that Brand Architekts manufactured and distributed and offered for sale in the State of California “Dirty Works - Miracle cream 8 in 1” (NOV 2024-02377) and “Dirty Works Pore-fect face scrub” (NOV 2024-02061) containing Diethanolamine (“DEA”), and that such sales have not included warnings pursuant to the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health & Safety Code sections 25249.6 *et seq.* and its implementing regulations (“Proposition 65”). California has identified and listed Diethanolamine under Proposition 65 as a chemical known to the State of California to cause cancer. Brand Architekts denies these allegations and asserts that its products are safe and in compliance with all applicable laws, rules, and regulations.

#### 1.3. Product Description

The products that are covered by this Settlement Agreement are defined as face scrubs, including but not limited to, Dirty Works - Miracle cream 8 in 1 (NOV 2024-02377) and face cream, including but not limited to Dirty Works Pore-fect face scrub (NOV 2024-02061) that Brand Architekts has manufactured, imported, sold, offered for sale or distributed in California. All such items shall be referred to herein as “Covered Products.”

#### 1.4. Notice of Violation

On June 16, 2024, IFSC served Bealls Inc., Perfume Worldwide Inc., Marshalls of CA, LLC, The TJX Companies, Inc. dba Marshalls (NOV 2024-02377) and on May 23, 2024, IFSC served Bealls Inc., Perfume Worldwide Inc, The TJX Companies, Inc. dba TJ Maxx (NOV 2024-02061) and the requisite public enforcement agencies eligible to initiate Proposition 65 actions on behalf of the People of the State of California with a document entitled “60-Day Notice of Violation” (“Notices”) that provided Brand Architekts and such public enforcers with notice that Brand Architekts was allegedly in violation of California Health & Safety Code Section 25249.6 for failing to warn consumers and customers that the Covered Products exposed users in California

to Diethanolamine. To the best of the Parties' knowledge, no public enforcer has commenced or is diligently prosecuting the allegations set forth in the Notice.

### **1.5. No Admission**

The Parties enter into this Settlement Agreement to settle disputed claims between them as set forth herein and in the Notices concerning Brand Architekts's compliance with Proposition 65. Brand Architekts denies the material factual and legal allegations contained in IFSC's Notices and maintains that all products that it has manufactured for sale and distribution in California, including the Covered Products, have been and are in compliance with Proposition 65 or any other statutory, regulatory, common law or equitable doctrine. Nothing in this Settlement Agreement shall be construed as an admission by Brand Architekts 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 Brand Architekts of any fact, binding, conclusion, issue of law, or violation of law, such being specifically denied by Brand Architekts on its behalf. However, nothing in this section shall diminish or otherwise affect the obligations, responsibilities, and duties of Brand Architekts 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 fully executed.

### **1.7 Compliance Date**

For purposes of this Settlement Agreement, the term "Compliance Date" shall mean March 1, 2026.

## **2. INJUNCTIVE RELIEF: REFORMULATION AND WARNINGS**

Beginning on the Compliance Date, and continuing thereafter, Covered Products that Brand Architekts directly manufactures, imports, distributes, sells, or offers for sale in California shall either be: (a) reformulated Covered Products pursuant to Section 2.1, below; or (b) labeled with a clear and reasonable exposure warning pursuant to Sections 2.2 and 2.3, below. For purposes of this Settlement Agreement, a "DEA Free Reformulated Product" is a Product that is in compliance with the standard set forth in Section 2.1, below. The requirements set forth in Sections 2.1, 2.2, and 2.3 shall not apply to any DEA Free Reformulated Product or to any Covered Product manufactured prior to the Compliance Date, without regard to when such Covered Products were, or are in the future, distributed or sold to customers, and the Section 5 release applies to all such Covered Products.

### **2.1. DEA Free Reformulation Standards**

As of the Compliance Date, to qualify as a "DEA Free Reformulated Product," the Product must meet the following standard: DEA content that is either not detectable (i.e., zero) or below the

Reporting Limit (defined herein) when the Product is analyzed pursuant to liquid chromatography/tandem mass spectrometry (LC-MS/MS), inductively coupled mass spectroscopy (ICP-MS) or other method of analysis utilized by the International Organization of Standardization (ISO) for qualitative or quantitative screening of cosmetics and cosmetic raw materials.

### **2.1.1 Reporting Limit**

The “Reporting Limit” is 0.10 ppm in a sample of a Product tested by an accredited testing laboratory employing LC-MS/MS, ICP-MS or other reliable method of analysis utilized by the ISO for qualitative and quantitative screening of cosmetics and cosmetic raw materials.

### **2.2. Warning Option**

Commencing on the Compliance Date, Covered Products that do not meet the DEA Free Reformulation Standards set forth in Section 2.1 above, and which are distributed or directly sold by Bealls Inc., Perfume Worldwide Inc. Marshalls of CA, LLC, The TJX Companies, Inc. dba Marshalls and dba TJ Maxx in the State of California on or after the Compliance Date, shall contain a “clear and reasonable” Proposition 65 warning within the meaning of Health and Safety Code Section 25249.6. This warning requirement shall only be required as to Covered Products that are manufactured, distributed, marketed, imported, sold, shipped for sale or offered for sale to consumers by Brand Architects in the State of California after the Compliance Date. No Proposition 65 warning shall be required for any Covered Products that are manufactured prior to the Compliance Date, and all such Covered Products are hereby deemed to be exempt from Proposition 65 enforcement.

### **2.3. Warning Language**


(a) For purposes of this Settlement Agreement, a clear and reasonable warning for the Covered Products required to meet the criteria set forth in Section 2.2, shall consist of a product-specific warning. The Warning shall consist of either the Standard Warning (under 2.3. (i)) or the Short-Form Warning (under 2.3. (ii)).

i. Standard Warning. The Standard Warning shall consist of the statement:


**“WARNING:” [or] “CA WARNING:” [or] “CALIFORNIA WARNING:”** This product can expose you to chemicals including Diethanolamine, which is known to the State of California to cause cancer. For more information go to [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

or

ii. Short-Form Warning. The Short-Form Warning shall consist of one of the following statements:


2)  **“WARNING:”** [or] **“CA WARNING:”** [or] **“CALIFORNIA WARNING:”**  
Cancer risk from exposure to Diethanolamine (“DEA”). See [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

or

3)  **“WARNING:”** [or] **“CA WARNING:”** [or] **“CALIFORNIA WARNING:”**  
Can expose you to Diethanolamine (“DEA”), a carcinogen. See [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

or

On a product manufactured/labeled prior to 1/1/2028, regardless of date of sale:

4)  **WARNING:** Cancer – [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov)

A Standard Warning or Short-Form Warning must print the word **“WARNING:”** in all capital letters and in bold font, followed by a colon. The warning symbol shall be placed to the left of the warning text in a size no smaller than the height of the word “WARNING,” and it must be a black exclamation point inside a yellow equilateral triangle with a black outline. Where the sign, label, or shelf tag for the product is not printed using the color yellow, the symbol may be printed in black and white.

Warning language on Covered Products manufactured on or after **January 1, 2028**, must use the Short-Form Warning requirements outlined in Section 25603(b)(3) and must include at least one chemical name for each applicable endpoint (cancer and/or reproductive toxicity).

(b) The requirements for warnings, set forth in subsection (a) above, are imposed pursuant to the terms of this Settlement Agreement. The Parties recognize that these are not the exclusive methods of providing a warning under Proposition 65 and its implementing regulations. Brand Architekts shall be deemed to be in compliance with the warning requirements of this Settlement Agreement by either adhering to this Section 2.3 or by complying with the Proposition 65 warning requirements adopted by the State of California Office of Environmental Health Hazard Assessment (“OEHHA”) as of or after the Effective Date.

(c) If Proposition 65 warnings for Diethanolamine should no longer be required, Brand Architekts shall have no further obligations pursuant to this Settlement Agreement.

(d) INTERNET - As set forth in Cal. Code Regs. Tit. 27, § 25602(b), to the extent Covered Products are sold online, a warning that complies with the content requirements of Cal. Code Regs Tit. 27, § 25603 must be provided via one of the following methods: (1) A warning on the product display page; (2) A clearly marked hyperlink using the word “WARNING” or the words “CA WARNING” or “CALIFORNIA WARNING” on the product display page that links to the warning; or (3) An otherwise prominently displayed warning provided to the purchaser prior to completing the purchase. If a warning is provided using the short-form label content pursuant to Section 25602(a)(4), the warning provided on the website may use the same content. For purposes of this section, a warning is not prominently displayed if the purchaser must search for

it in the general content of the website. For internet purchases made prior to 1/1/28, 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). These requirements extend to any websites under the exclusive control of Brand Architekts where Covered Products are sold into California. In addition, Brand Architekts shall instruct any third-party website to which it directly sells its Covered Products to include the same online warning, as set forth above, as a condition of selling the Covered Products in California.

(e) FOREIGN LANGUAGE - If the Product has consumer information in a foreign language, then the package must also contain the WARNING in the foreign language.

### **3. PENALTIES PURSUANT TO HEALTH & SAFETY CODE SECTION 25249.7(b)**

In full satisfaction of all potential civil penalties and attorney's fees, costs and any other expenses incurred by IFSC or its counsel, Brand Architekts shall pay the total Settlement amount of Ten Thousand Dollars (\$10,000) (The "Settlement Amount") as set forth below.

#### **3.1 Civil Penalties to Health & Safety Code 25249.7 (B):**

One Thousand Dollars of the Settlement Amount shall be considered a "civil penalty" pursuant to California Health and Safety Code. Brand Architekts shall issue separate checks for each of the two Notices within ten (10) days of the Effective Date for a total amount of Five Hundred Dollars (\$500) per Notice as follows, and all payments shall be delivered to the addresses listed below.

**3.1 (a)** One Check made payable to the State of California's Office of Environmental Health Hazard Assessment ("OEHHA") in the amount of Three Hundred Seventy-Five Dollars (\$375), representing 75% of the total civil penalty per Notice; and

**3.1 (b)** One check payable to "Initiative for Safer Cosmetics" in the amount of One Hundred Twenty-Five Dollars (\$125), representing 25% of the total civil penalty per Notice.

#### **3.2 Attorney's Fees and Costs:**

Nine Thousand Dollars (\$9,000) of the total Settlement Amount shall be paid to Cliffwood Law Firm, PC within ten (10) days of the Effective Date, as IFSC's attorneys, for reasonable investigation fees, and costs, attorney's fees, and any other cost incurred as a result of investigating and bringing this matter to Brand Architekts's attention.

#### **4. PAYMENT PROCEDURES**

**4.1** All Payments owed to OEHHA, pursuant to section 3.1(a) shall be delivered directly to OEHHA (Memo line "Prop 65 Penalties NOVs #2024-02377 & 2024-02061") at the following address:

Attn: Mike Gyurics  
Fiscal Operations Branch Chief  
Office of Environmental Health Hazard Assessment  
P.O. Box 4010  
Sacramento, CA 95812-4010

**4.2** All Payments owed to IFSC, pursuant to Section 3.1(b) shall be delivered to:

IFSC  
% Cliffwood Law Firm, PC  
Attn: Elham Shabatian  
12100 Wilshire Blvd, Suite 800  
Los Angeles, CA 90025

**4.3** All Payments owed to Cliffwood Law Firm, PC pursuant to Section 4.3, shall be delivered to:

Cliffwood Law firm, PC  
Attn: Elham Shabatian  
12100 Wilshire Blvd, Suite 800  
Los Angeles, CA 90025

#### **4.4 PROOF OF PAYMENT**

A copy of each check payable to OEHHA, shall be mailed to Cliffwood Law firm, PC, simultaneous with payment to Cliffwood Law Firm, PC at the address set forth above, as proof of payment to OEHHA.

#### **5. RELEASE OF ALL CLAIMS**

##### **5.1. Release of Brand Architekts, Downstream Customers and Upstream Vendors**

In further consideration of the promises and agreements herein contained, and for the payments to be made pursuant to Sections 3 and 4 above, IFSC, on behalf of itself and its respective owners, principals, shareholders, officers, directors, employees, parents, subsidiaries its past and current agents, representatives, attorneys, successors and/or assignees (collectively, "Releasers"), hereby waives all rights to institute or participate in, directly or indirectly, any form of legal action and fully releases all claims relating to the Covered Products, 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) of any nature whatsoever, whether known or

unknown, fixed or contingent (collectively "Claims"), against (a) Brand Architekts (b) each of Brand Architekts's downstream distributors in the stream of commerce (including but not limited to Bealls Inc., Perfume Worldwide Inc., Marshalls of CA, LLC, The TJX Companies, Inc. dba Marshalls and dba TJ Maxx) and any other upstream or downstream entities in the distribution chain for the Covered Products, including, but not limited to, manufacturers, wholesalers, vendors, licensors, licensees, auctioneers, retailers, franchisees, dealers, shareholders, cooperative members, customers, owners, purchasers, third-party re-sellers, and users, (c) Brand Architekts 's parent companies, corporate affiliates, subsidiaries, affiliates, doing business as entities ("DBAs"), successor companies, and their respective officers, directors, attorneys, representatives, shareholders, agents, and employees, and sister and parent entities, and (d) the employees, shareholders, officers, directors, members, managers, equity owners, insurers, attorneys, predecessors, successors and assigns of any of the entities identified in subsection (a) and (c), above (collectively "Releasees"). IFSC also, on behalf of itself, its past and current agents, representatives, attorneys, successors, and/or assignees and *not* in its representative capacity, provides a general 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 any nature, character or kind, known or unknown, suspected or unsuspected, against Brand Architekts and the Releasees.

## **5.2 Brand Architekts's Release of IFSC**

Brand Architekts, on behalf of itself, its past and current agents, representatives, attorneys, successors and/or assignees, hereby waives any and all claims against IFSC, her attorneys and other representatives, for any and all actions taken or statements made (or those that could have been taken or made) by IFSC 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 the Covered 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 Covered Products will develop or be discovered. IFSC on behalf of itself only, on one hand, and Brand Architekts, on the other hand, acknowledge that this Agreement is expressly intended to cover and include all such claims up through the Effective Date, including all rights of action thereof. The Parties acknowledge that the claims released in Sections 5.1 and 5.2, above, may include unknown claims, and nevertheless waive 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.

IFSC and Brand Architekts each acknowledge and understand the significance and consequences of this specific waiver of California Civil Code Section 1542.

## **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 Covered Products, then Brand Architekts shall have no further obligations pursuant to this Settlement Agreement.

## **7. 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) electronic mail; or (ii) overnight courier on any party by the other party at the following addresses:

**For Brand Architekts:**

Felicia Leborgne Nowels, Esq.  
Akerman LLP  
201 E. Park Ave., Suite 300  
Tallahassee, FL 32301

**For Initiative for Safer Cosmetics:**

Elham Shabatian Esq.  
Cliffwood Law Firm, PC  
12100 Wilshire Blvd, Suite 800  
Los Angeles, CA 90025

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

## **8. COUNTERPARTS; FACSIMILE/E-SIGNATURES**

This Settlement Agreement may be executed in counterparts and by facsimile or e- signatures, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

## **9. ENTIRE AGREEMENT**

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

## **10. MODIFICATION**

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




#### 11. AUTHORIZATION

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

*[Signatures on Following Page]*


**Agreed to:**

Date: December 22<sup>nd</sup>, 2025

  
Name: Samuel Razini  
Title: Director  
The Brand Architects Ltd.

Date: December \_\_, 2025

1/14/2026

  
Name: \_\_\_\_\_  
Title: DEWI YANGZOM, DIRECTOR  
Initiative for Safer Cosmetics