

# PROPOSITION 65 SETTLEMENT AGREEMENT

## 1. INTRODUCTION

### 1.1 The Parties

This Settlement Agreement (“**Agreement**”) is entered into by and between Keep America Safe and Beautiful (“**KASB**”) and Live Eyewear, Inc. (“**Live Eyewear**”), with KASB and Live Eyewear each individually referred to as a “**Party**” and, collectively, the “**Parties**.” KASB is a California-based non-profit organization proceeding in the public interest pursuant to California Health & Safety Code § 25249.7(d) to ensure that chemicals known to the State of California to cause cancer, birth defects or other reproductive harm are disclosed in or eliminated from consumer products sold in California. Live Eyewear is a person in the course of doing business for purposes of California Health & Safety Code § 25249.11(b).

### 1.2 Consumer Product Description

KASB alleges that Live Eyewear manufactures, imports, sells, and distributes for sale in California vinyl/PVC sunglass cases (the “**Products**”) containing di(2-ethylhexyl) phthalate (“**DEHP**”) including, but not limited to, *Vistana Protective Sunglass Case Model: CVST501*, without providing the health hazard warning that KASB alleges is required by California Health & Safety Code § 25249.5 *et seq.* (“**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 Notice of Violation

On September 9, 2024, KASB served Live Eyewear, the California Attorney General, and the requisite public enforcement agencies with a 60-Day Notice of Violation (“**Notice**”), alleging Live Eyewear violated Proposition 65 by failing to warn its customers and consumers in California that its Products can expose users to DEHP. No public enforcer has commenced and is diligently prosecuting an action to enforce the allegations in the Notice.

### 1.4 No Admission

Live Eyewear denies the factual and legal allegations contained in the Notice and maintains that all products it has sold or distributed for sale in California, including the

Products, have been, and are, in compliance with all laws. Nothing in this Agreement shall constitute or be construed as, nor shall compliance with this Agreement constitute or be construed as, an admission by Live Eyewear of any fact, finding, conclusion of law, issue of law, or violation of law. This section shall not, however, diminish or otherwise affect Live Eyewear's obligations, responsibilities, and duties under this Agreement.

### **1.5 Effective Date**

For purposes of this Agreement, "Effective Date" shall mean the date this Agreement is fully executed by all Parties.

## **2. INJUNCTIVE RELIEF: REFORMULATION OR WARNING**

### **2.1 Reformulation Commitment**

Commencing on the Effective Date and continuing thereafter, Live Eyewear will: (1) ask its manufacturers, importers, sellers, shippers, or distributors which sell Products to Live Eyewear which are then later available for sale in or into California, directly or through one or more third party retailers or e-commerce marketplaces, to meet the Reformulation Standard for Reformulated Products, as defined by Section 2.2, or (2) ensure that any Products, whether existing inventory or new, not meeting the Reformulation Standard are accompanied by clear and reasonable warnings pursuant to Section 2.3 below.

### **2.2 Reformulation Standard**

For purposes of this Agreement, "Reformulated Products" are defined as Products which, if they contain di(2-ethylhexyl) phthalate ("DEHP"), di-n-butyl phthalate ("DBP"), diisononyl phthalate ("DINP"), butyl benzyl phthalate ("BBP"), di-isodecyl phthalate ("DIDP") or di-n-hexyl phthalate ("DnHP"), contain any or all such chemicals each in a maximum concentration of less than 0.1 percent (1,000 parts per million) when analyzed by a laboratory certified or accredited by the State of California, the United States Food and Drug Administration/Environmental Protection Agency, the National Environmental Laboratory Accreditation Program, or a member accreditation body of the International Laboratory Accreditation Cooperation ("ILAC"). For purposes of compliance with this reformulation

standard, testing samples shall be prepared and extracted using Consumer Product Safety Commission (“CPSC”) methodology CPSC-CH-C1001.09.4 and analyzed using U.S. Environmental Protection Agency methodology 8270D, or other methodologies utilized by federal or state government agencies to determine phthalate content in a solid substance.

### **2.3 Clear and Reasonable Warnings**

In accordance with this Section pursuant to Title 27 California Code of Regulations § 25600, *et seq.*, Live Eyewear shall provide clear and reasonable warnings for all Products that are provided for sale to customers in California that are not Reformulated Products. Each warning shall be prominently 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 before purchase or use and shall be provided in a manner such that it is clearly associated with the specific Product to which the warning applies. Each warning shall consist of the Warning in 2.3 (a) as follows:

**2.3.1 Warnings.** The Warning for Products containing DEHP, DBP, DIDP, BBP, and/or DnHP or Lead, chemicals known to cause birth defects or other reproductive harm, in excess of the Reformulation Standard for Reformulated Products set forth in Section 2.2 shall consist of the following statement:

**⚠ WARNING:** This product can expose you to chemicals including di(2-ethylhexyl) phthalate (DEHP) which are known to the State of California to cause birth defects or other reproductive harm. For more information go to [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

**2.3.2 Warnings for other Listed Phthalates.** For Products that are not Reformulated Products as to DBP, DIDP, DINP, BBP, and/or DnHp, Live Eyewear or its suppliers must provide a Proposition 65 warning on the Products’ packaging or product label for such products sold in California that is consistent with 27 Cal. Code of Regs. Section 25603.

**2.3.3 Foreign Language Requirement.** Where a consumer product sign, label or shelf tag used to provide a warning includes consumer information, as that term is defined in title 27, California Code of Regulations, section 25600.1(c) (“Consumer Information”), in

languages other than English, the warning must also be provided in those languages in addition to English.

**2.3.4 On-Product Warnings.** Live Eyewear shall affix a warning to the Product label or otherwise directly on each Product provided for sale to customers located in California, with locations in California, nationwide distribution, or e-commerce websites. For the purpose of this Agreement, "Product label" means a display of written, printed or graphic material that is printed on or affixed to each of a Product or its immediate packaging. A warning provided pursuant to Section 2.3(a) or (b) must print the word "WARNING:" in all capital letters and in bold font. 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 labeling does not use the color yellow, then the symbol may be in black and white. The entire warning shall appear in a type size of at least 6-point type and no smaller than the largest type size used for other Consumer Information on the Products.

**2.3.5 Internet Warnings.** Where Live Eyewear sells Products, that are not Reformulated Products, via the internet, through its own website, affiliated websites or a third party website, to customers located in California, with locations in California, nationwide distribution, or e-commerce websites, Live Eyewear shall provide warnings for each Product both on the Product label in accordance with Section 2.3(d), and by displaying, or requiring the warning to be displayed, consistent with the applicable requirements of Proposition 65, on affiliated websites, third party websites or by retail customers, to consumers during the purchase of the Products without requiring customers to seek out the warning. The warning or a clearly marked hyperlink to the warning using the word "**WARNING**" given in conjunction with the sale of the Products via the internet shall appear either: (a) on the same web page on which the Products are displayed; (b) on the same web page as the virtual cart displaying the Products; (c) on the same page as the price for the Products; or (d) on one or more web pages displayed to a purchaser during the checkout process. For third-party websites over which Live Eyewear has no control, as a condition of sale, Live Eyewear shall provide its customer with notices stating the

Products must be accompanied by a warning, prior to sale in or into California, and shall supply the warning requirements, pursuant to Sections 2.3.

#### **2.4 Customer Notification**

No later than thirty days following Effective Date, Live Eyewear shall send a letter, electronic or otherwise (“**Notification Letter**”) to: (1) each retail customer in California to which it supplied Products between September 9, 2021 and September 9, 2023; and (2) any other customer that is a retailer or distributor that has any inventory of Products, which Live Eyewear supplied between September 9, 2021 and September 9, 2023, for sale to consumers in California. The Notification Letter shall advise the recipient that the Products contain DEHP, a chemical known to the State of California to cause cancer and birth defects or other reproductive harm. The Notification letter shall inform the recipient that all Products must either (1) be returned to Live Eyewear for a full refund or (2) have a label, attached to the packaging of each Product before it is sold in the California market or to a customer in California, expressly referring to the Product with the following warning statement:

**⚠WARNING:** This product can expose you to 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](http://www.P65Warnings.ca.gov).

The foregoing warning must be provided consistent with the Proposition 65 requirements currently in effect. The Notification Letter shall enclose a shipping label with the return address and postage paid by Live Eyewear. If the customer is a retailer or distributor of the Products, the Notification Letter shall include a sheet of white background, adhesive stickers with the forgoing warning statements.

### **3. MONETARY SETTLEMENT TERMS**

#### **3.1 Civil Penalty**

Pursuant to Health and Safety Code § 25249.7(b), Live Eyewear agrees to pay a civil penalty of \$1,000 within five days of the Effective Date. Live Eyewear’s civil penalty payment will be allocated according to Health and Safety Code §§ 25249.12(c)(1) and (d), with seventy-

five percent (75%) of the penalty paid to the California Office of Environmental Health Hazard Assessment (“OEHHA”), and the remaining twenty-five percent (25%) retained by KASB. Live Eyewear shall issue its payment in two checks made payable to: (a) “OEHHA” in the amount of \$750; and (b) “Seven Hills LLP in Trust for KASB” in the amount of \$250. KASB’s counsel shall deliver to OEHHA and KASB their respective portion of the penalty payment.

### **3.2 Reimbursement of Attorneys’ Fees and Costs**

KASB and its counsel offered to resolve the allegations in the Notice without reaching terms on the amount of reimbursement of attorneys’ fees and costs. Shortly after the Parties finalized the other material settlement terms, they negotiated and reached an accord on the amount of reimbursement to be paid to KASB’s counsel, under general contract principles and the private attorney general doctrine, codified at California Code of Civil Procedure § 1021.5, for all work performed through the mutual execution and reporting of this Agreement to the Office of the California Attorney General. Live Eyewear agrees to issue payment in the amount of \$14,500 to “Seven Hills LLP” in reimbursement for all fees and costs incurred investigating, bringing this matter to Live Eyewear’s attention, negotiating a settlement in the public interest, and reporting its terms to Office of the California Attorney General pursuant to Section 9.

**3.2.1 Installment Terms.** Live Eyewear agrees to provide all payments due under Section 3.2 within ten business days of the Effective Date. The Parties agree the payment of attorneys’ fees and costs, totaling \$14,500, shall be broken into twenty-four equal installment payments of \$604.17. All payments under this Section shall be made in the form of separate post-dated checks payable to “Seven Hills LLP” and delivered to the address below, in Section 3.3. Upon receipt, Seven Hills LLP shall immediately deposit the initial installment of \$604.17. Seven Hills LLP agrees to hold the remaining twenty-three installment payments and deposit them each roughly thirty days apart over the twenty-three following months and understands that prematurely depositing a post-dated check may constitute a Federal crime.

**3.2.2 Timing.** Live Eyewear agrees and understands, should any installment payment due under this Section or this Agreement fail due to insufficient funds, KASB shall

advise Live Eyewear in the manner set forth in Section 8, and will provide Live Eyewear ten business days, calculated from the date notice is provided, to cure any non-compliance under this Agreement, pursuant to this Section, before any remaining payments become due and payable. In the event Seven Hills LLP incurs fees for any returned checks, Live Eyewear agrees to reimburse KASB's counsel for such fees.

### **3.3 Payments**

All payments payable and due under this Agreement shall be delivered to KASB's counsel at following address:

Seven Hills LLP  
Attn: Laralei Paras  
1 Embarcadero Center, Suite 1200  
San Francisco, CA 94111

## **4. CLAIMS COVERED AND RELEASED**

### **4.1 KASB's Release of Live Eyewear**

This Agreement is a full, final and binding resolution between KASB, as an individual and *not* on behalf of the public, and Live Eyewear, of any violation of Proposition 65 that was or could have been asserted by KASB on behalf of itself, its past and current agents, representatives, attorneys, successors, and/or assignees, against Live Eyewear, its directors, officers, employees, attorneys, and each entity to whom Live Eyewear directly or indirectly distributes or sells Products, including, but not limited to, downstream distributors, wholesalers, customers, retailers, franchisees, cooperative members, and licensees (collectively, "**Releasees**"), based on their failure to warn under Proposition 65 about alleged exposures to DEHP contained in the Products that were manufactured, distributed, sold and/or offered for sale by Live Eyewear in California before the Effective Date, as alleged in the Notice.

In further consideration of the promises and agreements herein contained, KASB as an individual and *not* on behalf of the public, on behalf of itself, its past and current agents, representatives, attorneys, successors, and/or assignees, hereby waives all of KASB's rights to institute or participate in, directly or indirectly, any form of legal action and releases all claims

that KASB may have, 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 exclusively, investigation fees, expert fees, and attorneys' fees arising under Proposition 65 with respect to DEHP, DBP, DINP, BBP, DIDP and DnHP in the Products manufactured, distributed, sold and/or offered for sale by Live Eyewear, before the Effective Date (collectively, "Claims"), against Live Eyewear and Releasees.

The Parties further understand and agree that this Section 4.1 release shall neither extend (a) 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 Live Eyewear, nor (b) to Releasees who have been instructed by Live Eyewear pursuant to Sections 2.3.5 or 2.4 to provide a warning on Products that are not Reformulated Products and have failed to do so. Nothing in this Section affects KASB's right to commence or prosecute an action under Proposition 65 against a Releasee that does not involve Live Eyewear's Products.

#### **4.2 Live Eyewear's Release of KASB**

Live Eyewear, on behalf of itself, its past and current agents, representatives, attorneys, successors, and assignees, hereby waives any and all claims against KASB and its attorneys and other representatives, for any and all actions taken or statements made (or those that could have been taken or made) by KASB and its attorneys and other representatives, whether in the course of investigating claims or otherwise seeking to enforce Proposition 65 against it in this matter with respect to the Products.

#### **5. SEVERABILITY**

If, subsequent to the execution of this Agreement, any provision of this 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 Agreement shall be governed by the laws of the State of California and apply within California. Nothing in this Agreement shall be interpreted to relieve Live Eyewear

from its obligation to comply with any pertinent state or federal law or regulation.

7. **NOTICE**

Unless specified herein, all correspondence and notice required by this Agreement shall be in writing and sent by: (i) first-class registered or certified mail, return receipt requested; or (ii) a recognized overnight courier to any Party by the other at the following addresses:

For Live Eyewear:

Kieran Hardy, CEO  
Live Eyewear, Inc.  
820 Capitolio Way  
San Luis Obispo, CA 93401

For KASB:

Laralei Paras, Partner  
Seven Hills LLP  
1 Embarcadero Center, Suite 1200  
San Francisco, CA 94111

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

8. **COUNTERPARTS, FACSIMILE AND PDF SIGNATURES**

This Agreement may be executed in counterparts and by 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 REPORTING REQUIREMENTS**

KASB and its counsel agree to comply with the reporting form requirements referenced in California Health and Safety Code § 25249.7(f).

10. **ENTIRE AGREEMENT**

This Agreement contains the sole and entire agreement and understanding of the Parties with respect to the entire subject matter hereof, and any and all prior discussions, negotiations, commitments, or understandings related thereto, if any, are hereby merged herein and therein. There are no warranties, representations, or other agreements between the Parties except as expressly set forth herein. No representations, oral or otherwise, express or implied, other than those specifically referred to in this Agreement have been made by any Party hereto. No other agreements not specifically contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind any of the Parties hereto.

11. **MODIFICATION**

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

12. **AUTHORIZATION**

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

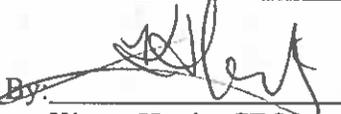
**AGREED TO:**

Date: 10/24/2025

By:   
Lance Nguyen, CEO  
Keep America Safe and Beautiful

**AGREED TO:**

Date: October 17, 2025

By:   
Kieran Hardy, CEO  
Live Eyewear, Inc.