

# PROPOSITION 65 SETTLEMENT AGREEMENT

## 1. INTRODUCTION

### 1.1 The Parties

This Settlement Agreement (“Agreement”) is entered into by and between Keep America Save and Beautiful (“KASB”) and Roil, LLC (“Settling Party”), with KASB and Settling Party each individually referred to as a “Party” and collectively, as 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 to California consumers or eliminated from consumer products sold in California entirely. KASB alleges and Settling Party disputes that Settling Party is a person in the course of doing business for purposes of California Health & Safety Code § 25249.11(b). Settling Party enters this Agreement to resolve claims alleged by KASB against Amanda George Salon, Inc. (“Amanda George”) and Settling Party that these entities sold or distributed for sale to in California the “Products” that are the subject of this Notice, the Action, and this Agreement.

### 1.2 Consumer Product Description

KASB alleges that Settling Party and Amanda George manufactured, imported, sold or distributed for sale in California vinyl/PVC bags containing di(2ethylhexyl) phthalate (“DEHP”) including, but not limited to, *Roil Love Travel Kit*, without providing the health hazard warning KASB alleges is required by California Health & Safety Code § 25249.5 et seq. (“Proposition 65”). All such vinyl/PVC bags are referred to hereinafter as the “Products.” 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 Notices of Violation

On September 6, 2023, KASB served Amanda George, the Office of the Attorney General for the State of California (“OAG”) and all requisite public enforcement agencies with a 60-Day Notice of Violation (“Notice”), alleging Amanda George violated Proposition 65 by failing to warn its customers and consumers in California that the Products can expose users to

DEHP. Settling Party enters this Agreement to resolve KASB's claims against Amanda George on Amanda George's behalf. No public enforcer has commenced and is diligently prosecuting an action to enforce the allegations in the Notices.

On January 21, 2025, KASB served Settling Party, Amanda George, the OAG, and all requisite public enforcement agencies with a Supplemental 60-Day Notice of Violation ("Supplemental Notice"). In its Supplemental Notices, KASB alleges Amanda George and Settling Party violated Proposition 65 by failing to warn their customers and consumers in California that the Products can expose users to DEHP. The Notice and Supplemental Notice are referred to collectively herein as the "Notices." Settling Party enters this Agreement to resolve KASB's claims against Amanda George on Amanda George's behalf. No public enforcer has commenced and is diligently prosecuting an action to enforce the allegations in either of the Notices.

## **1.2 No Admission**

Amanda George and Settling Party deny the factual, and legal allegations contained in the Notices, and maintain that all products Amanda George and/or Settling Party sold or distributed for sale in California, including the Products, comply with all laws. No term of this Agreement, nor shall Amanda George or Settling Party's compliance with this agreement shall be deemed an admission by Settling Party or Amanda George of any fact, finding, conclusion of law, issue of law, or violation of law. This section shall not, however, diminish or otherwise affect Amanda George and Settling Party's obligations, responsibilities, and duties under this Agreement.

## **1.3 Effective Date**

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

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

### **2.1 Reformulation Commitment**

Commencing on the Effective Date and continuing thereafter, all Products Settling Party and/or Amanda George Salon manufacture, import, sell, ship, or distribute for sale, in or into California, directly or through one or more third party retailers or e-commerce marketplaces, shall meet the Reformulation Standard for Reformulated Products, as defined by Section 2.2, below, or comply with the “clear and reasonable warning” requirements established by Section 2.3, below.

### **2.2. Reformulation Standard**


For purposes of this Agreement, “Reformulated Products” are defined as Products which, contain no more than 1,000 parts per million (0.1%) di(2-ethylhexyl) phthalate (DEHP) 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**


Commencing on the Effective Date and continuing thereafter, for all Products that are not Reformulated Products as defined by Section 2.2, above, Settling Party and/or Amanda George shall provide clear and reasonable warnings in accordance with this Section pursuant to Title 27 California Code of Regulations § 25600, et seq. Each warning shall be prominently placed with such conspicuousness as compared with other words, statements, designs, or devices 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.


(a) **Warning.** The Warning shall consist of the following statement:

 **WARNING:** This product can expose you to chemicals including 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).

(b) **Short-Form Warnings.** Settling Party and Amanda George may, but are not required to, use the following short-form warnings as set forth in this subsection 2.3(b) (“Short-Form Warning”), subject to the additional requirements in Sections 2.4 and 2.5, below, as follows:


 **WARNING [or] CA WARNING [or] CALIFORNIA WARNING:** Risk of cancer and reproductive harm from exposure to di(2-ethylhexyl) phthalate (DEHP). See [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

- Or -

 **WARNING [or] CA WARNING [or] CALIFORNIA WARNING:** Can expose you to di(2-ethylhexyl) phthalate (DEHP), a carcinogen and reproductive toxicant. See [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

- Or -

The following warning statement may be used on Products containing DEHP manufactured and labeled prior to January 1, 2028:

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

(c) **Foreign Language Requirement.** Where a consumer product sign, label or shelf tag used to provide a warning includes consumer information in language(s) other than English, the warning must also be provided in the other language(s) in addition to English.

## 2.4 Product Warnings

Commencing on the Effective Date and continuing thereafter, for all Products sold and/or offered for sale in California that do not meet the definition of “Reformulated Products”

established by Section 2.2, above. Settling Party and/or Amanda George shall affix a warning to the Product label or otherwise directly on Products provided for sale to consumers located in California and to customers with retail outlets in California or nationwide distribution. For purposes of this Agreement, “Product label” means any display of written, printed or graphic material printed on or affixed to a Product or its immediate container or 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 if the labeling does not use the color yellow, the symbol may be in black and white. The entire warning shall appear in at least 6-point type and no smaller than the largest type size used for other consumer information on the Products.

## **2.5 Internet Warnings**

If, after the Effective Date, Amanda George and/or Settling Party sell Products other than Reformulated Products via the internet, through their own website(s), affiliated websites or a third-party website, to consumers located in California or to customers with retail outlets in California, nationwide distribution or e-commerce websites, Amanda George and/or Settling Party shall provide warnings for each Product both on the Product label in accordance with Section 2.4, and by prominently displaying, or requiring the warning to be prominently displayed on affiliated websites, third-party websites or by retail customers, to the consumer during the purchase of the Product 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 Products via the internet shall appear on the same web page on which the Products are displayed. The warning shall appear in the same type size or larger than other consumer information provided for the Product. For third-party websites, as a condition of sale, Amanda George and/or Settling Party shall notify the sellers the Products must be accompanied by a warning, prior to and as a condition of sale, in or into California, and shall supply the warning requirements, pursuant to this Section 2.

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

#### **3.1 Civil Penalty Payment**

Pursuant to Health and Safety Code § 25249.7(b), Settling Party agrees to pay a civil penalty of \$1,000 within ten (10) business days of the Effective Date. Settling Party'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. Settling Party shall issue its payment in two checks made payable to: (a) "OEHHA" in the amount of \$750.00; and (b) "Keep America Safe & Beautiful" in the amount of \$250.00. KASB's counsel shall deliver to OEHHA and KASB their respective portion of the penalty payment.

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

On April 1, 2025 Settling Party shall issue a total sum of \$14,000 in six (6) separate, post-dated checks payable to "Seven Hills LLP" according to the following schedule:

- One (1) check for \$2,335.50 payable to Seven Hills LLP due on April 21, 2025;
- One (1) check for \$2,335.50 payable to Seven Hills LLP due on May 21, 2025;
- One (1) check for \$2,335.50 payable to Seven Hills LLP due on June 21, 2025;
- One (1) check for \$2,335.50 payable to Seven Hills LLP due on July 21, 2025;
- One (1) check for \$2,335.50 payable to Seven Hills LLP due on August 21, 2025; and
- One (1) check for \$2,335.49 payable to Seven Hills LLP due on September 21, 2025.

KASB's counsel represents, warrants and guarantees no check shall be deposited until on or after the check date according to the schedule set forth above. Settling Party's payment of \$14,000 shall cover all fees and costs incurred by KASB and its counsel investigating, bringing this matter to Settling Party and Amanda George's attention, litigating, negotiating a settlement in the public interest, dismissing the pending action, and reporting the Parties' settlement to the OAG.

### **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, Esq.  
4 Embarcadero Center, Suite 1400  
San Francisco, CA 94111

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

### **4.1 KASB's Release of Settling Party and Amanda George**

This Agreement is a full, final and binding resolution between KASB, as an individual and *not* on behalf of the public, Settling Party and Amanda George, of any violation of Proposition 65 that was or could have been asserted by KASB on its own behalf or on behalf of its past and current agents, representatives, attorneys, successors, and/or assignees, against Amanda George and/or Settling Party and either of their respective past and present parents, subsidiaries, affiliated entities under common ownership, members, directors, officers, employees, attorneys, and each entity to whom Settling Party and/or Amanda George directly or indirectly distributes or sells Products, including, but not limited, their respective downstream distributors, wholesalers, customers, retailers, franchisees, cooperative members, and licensees including (collectively, "Releasees"), based on the alleged or actual failure to warn about exposures to DEHP in Products manufactured, distributed, sold and/or offered for sale by Amanda George 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, waives all claims and rights it has or may have to institute or participate in, directly or indirectly, any form of legal action and releases all claims, 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 in Products manufactured, distributed, sold and/or offered for sale by Amanda George and Releasees before the Effective Date.

The Parties further understand and agree that this Section 4.1 release shall not extend upstream to any entity that manufactured the Products or any component parts thereof, or any distributor or supplier who sold the Products or any component parts thereof to Amanda George. Nor shall this Section 4.1 release extend downstream to any individual or entity Amanda George asks to provide a warning for Products pursuant to Section 2.5, above and who fails 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 the Products.

#### **4.2 Amanda George' and Settling Party's Release of KASB**

Amanda George and Settling Party, each on its own behalf and on behalf of its past and current agents, representatives, attorneys, successors, and assignees, hereby waives all claims against KASB and its attorneys and other representatives, for any and all action taken or statement 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. DISMISSAL OF PENDING ACTION**

Within thirty (30) days of the Effective Date, or after KASB's counsel confirms Settling Party's compliance with Section 3, above, whichever is later, KASB and its counsel shall dismiss with prejudice the lawsuit captioned *Keep America Safe and Beautiful v. Amanda George Salon, Inc., et al.*, San Francisco Superior Court, Case No. CGC-23-611140 currently pending in the Superior Court for the County of San Francisco (the "Action").

#### **6. 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.



**7. GOVERNING LAW**

The terms of this Agreement shall be governed by the laws of the State of California and apply within California. If Proposition 65 is repealed, preempted, or is otherwise rendered inapplicable by reason of law generally, or as to the Products, then Settling Party may provide KASB with written notice of any asserted change in the law, and the Parties shall meet and confer for a period of not less than 30 days to determine if this Agreement should be modified pursuant to Section 12, below. Nothing in this Agreement shall be interpreted to relieve Settling Party from its obligation to comply with any applicable state or federal law or regulation.

**8. 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 Amanda George:

Emad Ghobrial, Principal  
Roil, LLC  
8033 West Sunset Boulevard, #991  
Los Angeles, CA 90046

For KASB:

Laralei Paras, Esq.  
Seven Hills LLP  
4 Embarcadero Center, Suite 1400  
San Francisco, CA 94111

*With a Copy to:*

Jonathan Smilove, Esq.  
Smilove & Rosenblum APC  
3550 Wilshire Blvd., Ste. 1130  
Los Angeles, CA 90010

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.

**9. COUNTERPARTS, FACSIMILE AND ELECTRONIC SIGNATURES**

This Agreement may be executed in counterparts and by electronic or facsimile signature(s), each of which shall be deemed valid as the original and, all of which, when taken together, shall constitute one and the same document.

**10. 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).

**11. ENTIRE AGREEMENT**

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

**12. MODIFICATION**

This Agreement may be modified only by a written agreement of the Parties. In the event the Parties agree to any modified form of this Agreement, KASB and its counsel shall comply with the reporting requirements in Section 10, above, and shall report the modified settlement to the OAG within five days of the date such agreement, if any, is fully executed by the Parties.

**13. AUTHORIZATION**

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


**AGREED TO:**

Date: 4/8/2025

By:   
Lance Nguyen, CEO  
KEEP AMERICA SAFE AND  
BEAUTIFUL

**AGREED TO:**

Date: 03 / 28 / 2025

By:   
Emad Ghobrial, Principal  
ROIL, LLC

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## Document history



**03 / 27 / 2025**  
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**03 / 28 / 2025**  
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IP: 75.84.21.105



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The document has been completed.