

## **SETTLEMENT AGREEMENT**

### **1. INTRODUCTION**

#### **1.1 Parties**

This Settlement Agreement is entered into by and between Environmental Health Advocates, Inc. (“EHA”), on the one hand, and Allure Labs, LLC (“Allure”), on the other hand, with EHA and Allure each individually referred to as a “Party” and collectively as the “Parties.” EHA is a corporation in the State of California serving in the interest of the general public by seeking to promote awareness of exposures to toxic chemicals and to improve human health by reducing or eliminating hazardous substances used in consumer products. EHA alleges that Allure is a person in the course of doing business for purposes of the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health and Safety Code § 25249.6 *et seq.* (“Proposition 65”).

#### **1.2 General Allegations**

EHA alleges that Allure manufactures, sells, and/or distributes for sale in California, facial cleanser and acne products that contain diethanolamine (“DEA”) and that it does so without first providing the health hazard warning required by Proposition 65. DEA is listed pursuant to Proposition 65 as a chemical known to cause cancer. Allure denies these allegations.

#### **1.3 Product Description**

The products covered by this Settlement Agreement include, but are not limited to, DermaQuest DermaClear Spot Treatment and Lucrece Pineapple Facial Scrub (“Covered Products”), that are manufactured, sold and/or distributed for sale in California by Allure.

#### **1.4 Notice of Violation**

On or around December 17, 2024, EHA served Allure, the California Attorney General, and certain other public enforcement agencies with a 60-Day Notice of Violation of Proposition 65 (“Notice 1”). Notice 1 alleged that Allure had violated Proposition 65 by failing to sufficiently warn consumers in California of the health hazards associated with exposures to DEA contained in Covered Products. On or around February 9, 2024, EHA served Allure, the California Attorney General, and certain other public enforcement agencies with a 60-Day Notice of Violation of Proposition 65 (“Notice 2”). Notice 2 alleged that Allure had violated Proposition 65 by failing to sufficiently warn

consumers in California of the health hazards associated with exposures to DEA contained in Covered Products. Notice 2 was subsequently amended on August 22, 2024 and February 28, 2025 to serve the Chief Executive Officers for the entities listed, correct the product category, add Allure as an entity, and remove the retailer. For purposes of this Settlement Agreement, Notice 1 and Notice 2 and its subsequent amendments will be referred to as “the Notices”.

To the best of the parties’ knowledge, no public enforcer has commenced or is otherwise prosecuting an action to enforce the violations alleged in the Notices.

### **1.5 No Admission**

Allure denies the material, factual, and legal allegations in the Notices and maintains that all of the products it sold and/or distributed for sale in California, including Covered Products, have been, and are, in compliance with all laws. Nothing in this Settlement Agreement shall be construed as an admission by Allure of any fact, finding, conclusion, issue of law or violation of law, nor shall compliance with this Settlement Agreement constitute or be construed as an admission by Allure of any fact, finding, conclusion, issue of law or violation of law, such being specifically denied by Allure. This Section shall not, however, diminish or otherwise affect Allure's obligations, responsibilities, and duties 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 executed by the Parties.

## **2. INJUNCTIVE RELIEF**

### **2.1 Reformulation Standard**


Beginning thirty (30) days after the Effective Date (“Compliance Date”), Allure shall be permanently enjoined from manufacturing, distributing, or directly selling in the State of California any Covered Product that has a DEA content above the Reporting Limit of 10 mg/kg when analyzed pursuant to liquid chromatography/tandem mass spectrometry (LC/MS/MS), inductively coupled mass-spectroscopy (ICP-MS), gas chromatography-flame ionization detection (GC-FID) or other method of analysis utilized by the International Organization for Standardization (ISO) for qualitative and quantitative screening of cosmetics and cosmetic raw materials.

In the event the Office of Environmental Health Hazard Assessment at any time adopts a safe harbor level for DEA that is different than the reformulation level in this Agreement, Allure shall have no further duty to provide warnings provided that the exposure caused by its product is below the new safe harbor level for DEA. Moreover, should EHA reach a settlement with another manufacturer, distributor or reseller alleging a violation of Proposition 65 with respect to DEA, Allure may comply with the reformulation standard in that settlement and will be deemed in compliance with Proposition 65.

## **2.2 General Warning Requirements**


Commencing on the Compliance Date, Allure agrees any Covered Product sold or distributed for sale in California that was not reformulated pursuant to paragraph 2.1 shall contain a “clear and reasonable” Proposition 65 warning, within the meaning of Section 25249.6 of the Act. Allure agrees that 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 seen, read and understood by an ordinary individual under customary conditions before purchase or use. Each warning shall be provided in a manner such that the consumer or user understands to which specific Covered Products the warning applies, and which listed chemical(s) is/are implicated (if applicable), so as to minimize the risk of consumer confusion.

For purposes of this Settlement Agreement, a clear and reasonable warning for the Covered Products shall consist of a product-specific warning via one or more of the following methods: (1) A posted sign, shelf tag, or shelf sign for the consumer product at each point of display of the product; (2) Any electronic device or process that automatically provides the warning to the purchaser (not applicable to internet purchases, which are subject to the provisions of § 25602(b)); (3) A warning directly affixed to the product’s label or tag; or (4) A short-form warning on the label that complies with the content requirements set forth in §§ 25603(b) and 25603(a). Specifically, pursuant to § 25603(a) – (d), one of the following statements must be utilized:

- 1)  **“WARNING:”** [or] **“CA WARNING:”** [or] **“CALIFORNIA WARNING:”** This product can expose you to chemicals including Diethanolamine (DEA), 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

**SHORT FORM**

- 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

**SHORT FORM**

- 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

**SHORT FORM ON  
A PRODUCT  
MANUFACTURED/  
LABELED PRIOR  
TO 1/1/28,  
REGARDLESS OF  
DATE OF SALE**

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

The triangle above shall be yellow on the warning statement. 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. The symbol shall be placed to the left of the warning text, in a size no smaller than the height of the word, “WARNING.” In no case shall a warning statement displayed on the Covered Products’ packaging appear in a type size smaller than 6-point type. Where a sign, labeling, or label as defined in Section 25600.1 is used to provide a warning that includes consumer information as defined in Section 25600.1 about a product in a language other than English, the warning must also be provided in that language in addition to English.

As set forth in Cal. Code Regs. Tit. 27, § 25602(b), to the extent Covered Products are sold into California by Allure on websites under the exclusive control of Allure, a warning that complies with the content requirements of Cal. Code Regs Tit. 27, § 25603 must be provided via 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. In addition, Allure shall instruct any third-party website to which it directly sells its Covered Products and which it knows sells products into California to include the same online warning, as set forth above, as a condition of selling the Covered Products in California.

There shall be no obligation for Allure to provide a warning for Covered Products that entered the stream of commerce prior to the Compliance Date, and the Section 4 release applies to all such Covered Products.

(i) Changes in Warning Regulations or Statutes

In the event that the Office of Environmental Health Hazard Assessment promulgates one or more regulations requiring or permitting Proposition 65 warning text and/or methods of transmission applicable to the Covered Products and the chemical at issue, which are different than those set forth above, Allure shall be entitled to use, at its discretion, such other warning text and/or method of transmission without being deemed in breach of this Agreement. If regulations or legislation are enacted providing that Proposition 65 warnings as to DEA in this product are no longer required, a lack of warning by Allure will not thereafter be a breach of this Agreement.

**2.3 Grace Period for Existing Inventory of Covered Products**

The injunctive requirements of Section 2 shall not apply to Covered Products that are already in the stream of commerce as of the Compliance Date, which Covered Products are expressly subject to the releases provided in Section 4.1. For the avoidance of doubt, Covered Products in the stream of commerce specifically include, but are not limited to, Covered Products that have already been manufactured or are in the process of manufacture.

**3. MONETARY SETTLEMENT TERMS**

**3.1 Civil Penalty Payment**

Pursuant to Health and Safety Code § 25249.7(b)(2), and in settlement of all claims alleged

in the Notices or referred to in this Settlement Agreement, Allure agrees to pay three thousand five hundred dollars (\$3,500.00) in civil penalties. The penalty payment will be allocated in accordance with California Health and Safety Code §§ 25249.12(c)(1) & (d), with 75% of the penalty amount paid to the California Office of Environmental Health Hazard Assessment (“OEHHA”) and the remaining 25% of the penalty amount retained by EHA. Shall issue two separate checks for the initial civil penalty payment to (a) “OEHHA” and (b) Environmental Health Advocates, Inc. as follows:

- One payment of \$2,625.00 to OEHHA, due fourteen (14) days after the Effective Date.
- One payment of \$875.00 to EHA, due fourteen (14) days after the Effective Date.

All payments owed to OEHHA (EIN: 68-0284486), pursuant to this Section shall be delivered directly to OEHHA (Memo Line "Prop 65 Penalties") at the following addresses:

For United States Postal Service Delivery:

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

For Non-United States Postal Service Delivery:

Mike Gyurics  
Fiscal Operations Branch Chief  
Office of Environmental Health Hazard Assessment  
1001 I Street  
Sacramento, CA 95814

All penalty payments owed to EHA shall be sent to:

Isaac Fayman  
Environmental Health Advocates  
225 Broadway, Suite 1900  
San Diego, CA 92101

### **3.2 Attorney Fees and Costs**

The Parties reached an accord on the compensation due to EHA and its counsel under the private attorney general doctrine and principles of contract law. Under these legal principles, Allure agrees to pay thirty-one thousand five hundred dollars (\$31,500.00) to EHA and its counsel for all

fees and costs incurred in investigating, bringing this matter the attention of Allure, and negotiating a settlement. The thirty-one thousand five hundred dollars (\$31,500.00) in Attorney's Fees and Costs shall be payable to Entorno Law, LLP due fourteen (14) days after the Effective Date.

All payments required under this Section shall be delivered to:

Noam Glick  
Entorno Law, LLP  
225 Broadway, Suite 1900  
San Diego, CA 92101

### **3.3 Tax Documentation**

Allure agrees to provide a completed IRS 1099 for its payments to, and EHA agrees to provide IRS W-9 forms for, each of the payees under this Settlement Agreement. The Parties acknowledge that Allure cannot issue any settlement payments pursuant to Section 3.1 and 3.2 above until after Allure receives the requisite W-9 forms from EHA's counsel.

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

### **4.1 EHA's Release of Allure**

This Settlement Agreement is a full, final, and binding resolution of all claims between EHA, on its own behalf and not on behalf of the public, and Allure for all claims that can or could have been asserted by EHA, on its own behalf, on behalf of its past and current agents, representatives, attorneys, successors and assignees, against Allure and each of its respective parents, subsidiaries, affiliated entities under common ownership, directors, officers, members, employees, attorneys, and any entity, including, but not limited to each entity to whom Allure directly or indirectly distributes or sells the Covered Products, including, but not limited to, its downstream distributors, wholesalers, resellers, customers, retailers (including but not limited to Physicians' Aesthetic Research, Inc., THG Beauty USA LLC, The Hut.com Limited, and Dermaquest, LLC, and each of their downstream distributors, wholesalers, resellers, customers and retailers), franchisees, cooperative members and licensees ("Releasees"), based on the failure to warn about exposures to DEA required under Proposition 65 in the Covered Products manufactured, sold or distributed for sale in California by Allure before the Compliance Date, as alleged in the Notices, or for any other reason.

In further consideration of the promises and agreements herein contained, EHA on its own

behalf and not on behalf of the public, on behalf of its past and current agents, representatives, attorneys, successors and assignees hereby waives any and all rights it may have to institute or participate in, directly or indirectly, any form of legal action and releases all claims against Allure and Releasees including, without limitation, all actions and causes of action, suits, liabilities, demands, obligations, damages, costs, fines, penalties, losses or expenses including, but not exclusively, investigation fees, expert fees and attorney fees arising under Proposition 65 with respect to the alleged or actual failure to warn about exposures to any Proposition 65 listed chemicals required under Proposition 65 in the Covered Products manufactured, distributed, sold or offered for sale by Allure, before the Compliance Date.

#### **4.2 Allure's Release of EHA**

Allure, on its own behalf and on behalf of its past and current agents, representatives, attorneys, successors, and assignees, hereby waives any and all claims against EHA and its attorneys and other representatives, for any and all actions taken or statements made by EHA and its attorneys and other representatives, whether in the course of investigating claims, otherwise seeking to enforce Proposition 65 against it in this matter, or with respect to the Covered Products.

#### **4.3 California Civil Code Section 1542**

It is possible that other claims not known to the Parties arising out of the facts alleged in the Notices and relating to the Covered Products will develop or be discovered. EHA on behalf of itself only, on one hand, and Allure on behalf of itself only, on the other hand, acknowledge that this Settlement Agreement is expressly intended to cover and include all such claims up through the Effective Date. The Parties acknowledge that the claims released in Sections 4.1 and 4.2 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.**



EHA and Allure each acknowledge and understand the significance and consequences of this specific waiver of California Civil Code § 1542.

**5. DEEMED COMPLIANCE WITH PROPOSITION 65**

The Parties agree that compliance by Allure with this Settlement Agreement constitutes compliance with Proposition 65 with regard to exposure to DEA from the Covered Products.

**6. PUBLIC BENEFIT**

It is Allure's understanding that the commitments it has agreed to herein, and actions to be taken by Allure under this Settlement Agreement confer a significant benefit to the general public, as set forth in Code of Civil Procedure § 1021.5 and Cal. Admin. Code tit. 11, § 3201. As such, it is the intent of Allure that to the extent any other private party serves a notice and/or initiates an action alleging a violation of Proposition 65 with respect to Allure's or Releasees' alleged failure to provide a warning concerning actual or alleged exposure to DEA prior to use of the Covered Products it has manufactured, distributed, sold, 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 those Covered Products addressed in this Settlement Agreement, provided that Allure is in material compliance with this Settlement Agreement.

**7. SEVERABILITY**

If, subsequent to the execution of this Settlement Agreement, any provision of this Settlement Agreement is held by a court to be unenforceable, the validity of the remaining provisions shall not be adversely affected.

**8. 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.

**9. ENFORCEMENT**

In any action to enforce the terms of this Settlement Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees and costs. In the event that EHA contends that Allure is in breach of the injunctive terms of this Agreement, it shall provide thirty (30) days' written notice to Allure. EHA shall take no further action regarding any alleged violation if, within sixty (60) days of

receipt of this notice, Allure affirms in writing (a) that the Covered Product was subject to the grace period of Section 2.3; (b) that Allure provided an appropriate warning in connection with the Covered Product distributed or sold in California in compliance with Section 2.2; or (c) that the Covered Product meets the Reformulation Standard pursuant to Section 2.1 as supported by a test report from an independent third party laboratory.

**10. NOTICE**

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

For Allure:

Kim Sandell  
Thompson Hine LLP  
3130 Wilshire Boulevard, Suite 500  
Santa Monica, CA 90403  
Kim.Sandell@thompsonhine.com

For EHA:

Noam Glick  
Entorno Law, LLP  
225 Broadway, Suite 1900  
San Diego, CA 92101

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

**10. COUNTERPARTS; FACSIMILE SIGNATURES**

This Settlement Agreement may be executed in counterparts and by facsimile or 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.

**11. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(f)**

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

**12. MODIFICATION**

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

**13. 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.

**AGREED TO:**

**AGREED TO:**

Date: 6/3/25

Date: 06/02/2025

By:   
ENVIRONMENTAL HEALTH  
ADVOCATES, INC.

Signed by:  
By:   
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ALLURE LABS, LLC