

## **SETTLEMENT AGREEMENT**

### **1. INTRODUCTION**

#### **1.1 Consumer Protection Group, LLC and Polaroid America Corp**

This Settlement Agreement is entered into by and between Consumer Protection Group, LLC (“CPG”), on the one hand, and Polaroid America Corp (“Polaroid”), on the other hand, with CPG and Polaroid collectively referred to as “Parties”.

#### **1.2 General Allegations**

CPG alleges that Polaroid manufactured, distributed, and offered a type of consumer product for sale a Polaroid Camera Bag in the State of California containing Diisononyl phthalate (“DINP”), which did not include warnings pursuant to the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health & Safety Code sections 25249.6 *et seq.* (“Proposition 65”). DINP is known to the State of California to cause cancer.

#### **1.3 Product Description**

The type of product covered by this Settlement Agreement is defined as Polaroid Camera Bag, UPC# 9 120096 775819, including all colors and variations, which include but are not limited to products with the following UPC numbers: 006289, 006291, 006290, 006292, 006294, 006296, 006295, and 006297 (“Subject Product”) that Polaroid sold, offered for sale and/or distributed in California containing DINP.

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

On April 4, 2024, CPG served Polaroid, Target Corporation (“Target”) and the requisite public enforcement agencies eligible to initiate Proposition 65 actions on behalf

of the People of the State of California, with documents entitled “60-Day Notice of Violation” that provided Polaroid, and such public enforcers with notice that Polaroid was allegedly in violation of California Health & Safety Code section 25249.6 for failing to warn consumers and customers that the Subject Product exposed users in California to DINP.

To the best of the Parties’ knowledge, no public enforcer has commenced or is diligently prosecuting the allegations set forth in the Notices.

1.5 **No Admission**

By execution of this Settlement Agreement, Polaroid and its affiliates and subsidiaries, parents, directors, officers, agents, employees, attorneys, representatives, shareholders, successors, and assigns and each entity to whom Polaroid directly or indirectly distributes or sells the Subject Product, including but not limited to downstream distributors, wholesalers, customers, retailers, marketplace retailers, franchisees, cooperative members and licensees (collectively, the “Releasees”), do not admit any facts or conclusions of law, including, but not limited to, any facts or conclusions of law regarding any violation of Proposition 65, or any other statutory, regulatory, common law, or equitable doctrine. Nothing in this Settlement Agreement shall be construed as an admission by the Releasees of any fact, conclusion of law, issue of law, or violation of law. Nothing in this Settlement Agreement, nor compliance with its terms, shall constitute or be construed, considered, offered, or admitted as evidence of an admission or evidence of fault, wrongdoing, or liability by the Releasees in any administrative or judicial proceeding or litigation in any court, agency, or forum. Except for the allegations settled and compromised, nothing in this Settlement Agreement shall prejudice, waive, or impair any

right, remedy, argument, or defense that CPG or Polaroid, may have against one another in any other pending legal proceeding as to allegations unrelated to the dispute or claims released herein. Notwithstanding the allegations in the Notices, Releasees maintain that they have not knowingly manufactured or distributed, or caused to be manufactured or distributed, the Subject Product for sale in California in violation of Proposition 65.

**1.6 Effective Date**

For purposes of this Settlement Agreement, the term “Effective Date” shall mean the date this agreement has been fully executed.

**2. INJUNCTIVE RELIEF: WARNING**

**2.1 Commitment to Reformulate or Warn**

As of 60 days after the Effective Date, Polaroid shall not sell or offer the Subject Product for sale in the State of California unless they are Reformulated Product as outlined in Section 2.2 or Polaroid provides warnings as outlined in Section 2.3. Products that are in the stream of commerce prior to 60 days of the Effective Date shall be deemed exempt from the requirements of this Section 2 and shall be permitted to be sold through as previously manufactured, packaged, and labeled as they have been considered in the calculation of the civil penalties due.

**2.2 Reformulation Standards**


“Reformulated Product” are defined as those Product containing DINP in concentration no more than 0.1 percent (1,000 parts per million).

### 2.3 **Warning**

The warning requirements set forth in Section 2 shall apply only to Subject Product that Polaroid distributes, markets, sells, or ships for sale in the State of California after the Effective Date that have not been reformulated as set forth in Section 2.2.

### 2.4 **Warning Language**

Any warnings provided pursuant to this Section 2 shall be provided in such a conspicuous and prominent manner that will ensure the message is made available and likely to be read, seen, or heard by the consumer prior to, or at the time of, the sale or purchase. Where required, Polaroid must provide any one of the following Proposition 65 warnings:

 **[CALIFORNIA PROP. 65] WARNING:** This product can expose you to chemicals including Diisononyl phthalate (DINP), 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

 **CALIFORNIA WARNING:** Can expose you to chemicals including Diisononyl phthalate (DINP) a carcinogen [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov)

This shall constitute compliance with Proposition 65 with respect to the chemical in the Subject Product. The provisions of Section 2 shall not apply to any of the Subject Product that are already in the stream of commerce or existing inventory. Where a warning label is used for a Subject Product which exceeds 0.1% of DINP, includes consumer information as defined by California Code of Regulations title 27 §25600.1(c) in a language other than English, the warning must also be provided

in that language in addition to English. Should Polaroid sell or distribute any Subject Products that exceeds 0.1% of DINP through the internet the warning will be posted in the manner provided for with respect to internet sales, as provided for in 27 CCR sections 25601 and 25602, or as either section may be subsequently amended. For internet purchases made prior to January 1, 2028, 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).

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

In settlement of all the claims referred to in this Settlement Agreement, Polaroid shall pay a total of three thousand dollars (\$3,000.00) in civil penalties in accordance with this Section. The penalty payment will be allocated in accordance with California Health & Safety Code section 25249.12(c)(1) & (d), with 75% of the funds remitted to the California Office of Environmental Health Hazard Assessment (“OEHHA”) and the remaining 25% of the penalty remitted to CPG. CPG’s counsel shall be responsible for delivering OEHHA’s portion and CPG’s portion of any penalty payment made under this Settlement Agreement.

**4. REIMBURSEMENT OF FEES AND COSTS**

The Parties reached an accord on the compensation due to CPG and its counsel under the Private Attorney General doctrine and principles of contract law. Under these legal principles, Polaroid shall reimburse CPG's counsel for fees and costs, incurred as a result of investigating and bringing this matter to Polaroid attention. Polaroid shall pay Consumer Protection's counsel fifty-one thousand dollars (\$51,000.00) for all attorneys' fees, expert and investigation fees, and related costs associated with this matter and the Notices.

**5. PAYMENT INFORMATION**

Within fourteen (14) days of the Effective Date, Polaroid shall make a total payment of fifty-four thousand dollars (\$54,000.00) for the civil penalties and attorney's fees/costs to Plaintiff's counsel, Blackstone Law APC by wire transfer. Plaintiff's counsel will provide Polaroid with wire instructions and tax forms prior to payment. Other than this payment, each side is to bear its own attorneys' fees and costs.

**6. RELEASE OF ALL CLAIMS**

**6.1 Release of Polaroid, 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, 4 and 5 above, CPG, in its individual capacity, and on behalf of itself, its past and current agents, representatives, attorneys, successors and/or assignees, hereby waives all rights to institute or participate in, directly or indirectly, any form of legal action and releases all claims relating to the Subject Product, 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) Polaroid, (b) each of Polaroid's downstream distributors, Target, wholesalers, vendors, licensors, licensees, auctioneers, retailers, franchisees, dealers, shareholders, cooperative members, customers, owners, purchasers, users, and (c) Polaroid's parent companies, corporate affiliates, subsidiaries, and their respective officers, directors, attorneys, representatives, shareholders, agents, and employees, and sister and parent entities.

CPG also, in its individual capacity, on behalf of itself, its past and current agents, 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 Polaroid and the Releasees with regards to the Subject Product. CPG acknowledges that it is familiar with California Civil Code section 1542, which provides 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 RELEASING PARTY.

CPG in its individual capacity only, and on behalf of itself, its past and current agents, representatives, attorneys, successors, and/or assignees expressly waives and relinquishes any and all rights and benefits which it may have under, or which may be conferred on it by the provisions of California Civil Code section 1542 as well as under any other state or federal statute or common law principle of similar effect, to the fullest extent that it may lawfully waive such rights or benefits pertaining to the released matters. The release in this section shall have no force or effect until payments for the full amount set forth in above Sections 3, 4 and 5 are paid in full to Blackstone Law, APC by Polaroid.

**6.2 Polaroid Release of Consumer Protection Group, LLC.**

Polaroid waives any and all claims against CPG, its attorneys and other representatives, for any and all actions taken, or statements made (or those that could have been taken or made) by CPG and its attorneys and other representatives, whether in the course of investigating claims or otherwise seeking enforcement of Proposition 65 against it in this matter, and/or with respect to the Subject Product. Polaroid represents that its signatory to this Settlement Agreement has full authority to enter into and legally bind Polaroid to this Settlement Agreement.

**7. 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 Subject Product, then Polaroid shall have no further obligations pursuant to this Settlement Agreement, but shall have no recourse to claw back payments already made in accordance with Section 3, 4 and 5 of this Settlement Agreement.



## **8. 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) first-class, (registered or certified mail) return receipt requested; or (ii) overnight courier on any party by the other party at the following addresses:

For Polaroid: Raymond H. Hua, Esq.  
[rhua@yukelaw.com](mailto:rhua@yukelaw.com)

For CPG: Jonathan M. Genish, Esq.  
[jgenish@blackstonepc.com](mailto:jgenish@blackstonepc.com)

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

## **9. 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.

## **10. COMPLIANCE WITH HEALTH & SAFETY CODE SECTION 25249.7(f)**

CPG agrees to comply with the reporting requirements referenced in California Health & Safety Code § 25249.7(f).

## **11. ENTIRE AGREEMENT**


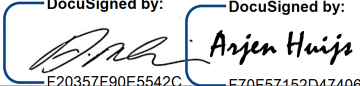
This Settlement Agreement contains the sole and entire agreement and understanding of the Parties with respect to the entire subject matter hereof, and all related prior discussions, negotiations, commitments and understandings. No other agreements, oral or otherwise, exist to bind either of the Parties.

## 12. MODIFICATION

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

<p><b>AGREED TO:</b></p> <p>Date: June 11, 2025</p> <p>By: </p> <p>On Behalf of Consumer Protection Group, LLC</p>	<p><b>AGREED TO:</b></p> <p>Date: June 12, 2025</p> <p>By: </p> <p>On Behalf of Polaroid America Corp.</p>
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