

## **SETTLEMENT AGREEMENT**

### **1. INTRODUCTION**

#### **1.1 Consumer Protection Group, LLC and Made for Retail, Incorporated**

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

#### **1.2 General Allegations**

CPG alleges that Retail has exposed individuals to Di(2-ethylhexyl) phthalate (DEHP) from its sales of Reversible Finish Line without first providing users and consumers of the product with a clear and reasonable health hazard exposure warning as required pursuant to 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 reproductive harm.

#### **1.3 Product Description**

The product covered by this Settlement Agreement is defined as Reversible Finish Line (the “Covered Product”) that Retail manufactured, imported, distributed, and/or sold in California.

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

CPG served Retail, Target Corporation, 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” (“Notice”) that provided Retail, Target Corporation, and such public enforcers with notice that Retail was

allegedly in violation of California Health & Safety Code section 25249.6 for failing to warn California consumers and customers that the Covered Product can expose users in California to DEHP.

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**

Retail enters into this Settlement Agreement as a full and final settlement of all claims that were raised in the Notice as to the Covered Product. Retail denies the material factual and legal allegations contained in the Notice, maintains that the Covered Product sold/distributed, have been and are in compliance with all laws, and are completely safe for their intended use. Nothing in this Settlement Agreement shall be construed as an admission against interest by Retail of any fact, finding, issue of law, or violation of law; including, but not limited to any fact or conclusion of law suggesting or demonstrating that Retail has sold any products the Covered Product in California, or that it has violated Proposition 65, nor shall compliance with this Settlement Agreement constitute or be construed as an admission against interest by Retail of any of the above, such being specifically denied by Retail. Nothing in this Settlement Agreement shall prejudice, waive or impair any right, remedy, argument or defense Retail may have in this or any other future legal proceedings, including Retail' position that it is not a person in the course of doing business under Proposition 65, nor that it is not subject to personal jurisdiction in California. This Settlement Agreement is the product of negotiation and compromise and is accepted by Retail solely for purposes of settling, compromising, and resolving issues

disputed in the Notice. However, this Section 1.5 shall not diminish or otherwise affect the Parties' 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 fully executed.

2. **INJUNCTIVE RELIEF: WARNING**

2.1 **Commitment to Reformulate or Warn**

As of 30 days after the Effective Date, Retail shall not sell or offer the Covered Product for sale in the State of California unless they are "Reformulated Products" as defined in Section 2.2 or Retail provides warnings as outlined in Section 2.3.

2.2 **Reformulation Standards**

Reformulated Covered Product means Covered Product that contain concentrations less than or equal to 0.1% (1,000 parts per million ("ppm")) of DEHP. Reformulated Covered Product does not require a Proposition 65 warning hereunder.


2.3 **General Warning Requirements**

The warning requirements set forth in this Section 2 shall apply only to Covered Product that Retail distributes, markets, sells, or ships for sale in the State of California more than 30 days after the Effective Date that has not been reformulated as set forth in Section 2.2.


2.4 **Warning Language Requirements**

Any warnings provided pursuant to this Section 2 shall be provided with such conspicuousness, as compared with other words, statements, or designs as to render it

reasonably likely to be read and understood by an ordinary individual under customary conditions of purchase or use. Where required, Retail must provide one of the following Proposition 65 warnings:

 **[CALIFORNIA PROP. 65] 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).

Or

 **CALIFORNIA WARNING:** Can expose you to chemicals including Di (2-ethylhexyl) phthalate (DEHP) a carcinogen and reproductive toxicant [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov)

This shall constitute compliance with Proposition 65 with respect to DEHP in the Covered Product. The provisions of Section 2 shall not apply to any of the Covered Product that are already in the stream of commerce or existing inventory. Where a warning label is used for a Covered Product whose labeling 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 Retail sell or distribute any Covered Product that is not reformulated through the internet to California the warning will be provided in the manner set forth in 27 CCR sections 25601 and 25602, or as either section may be subsequently amended.

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

In settlement of all the claims for monetary relief of any kind referred to in this Settlement Agreement and the Notice (except for CPG's attorney's fees set forth in Section 4 below), Retail shall pay a total of two thousand dollars (\$2,000) 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, Retail shall reimburse CPG's counsel for fees and costs incurred as a result of investigating and bringing this matter to Retail's attention and negotiating this settlement agreement. Retail shall pay Consumer Protection's counsel a total of thirty thousand dollars (\$30,000) in complete resolution of any claim for attorneys' fees, expert and investigation fees, and all costs and expenses of any kind incurred in this matter, including, but not limited to all attorney's fees and costs incurred for investigating, testing, consulting with experts, bringing this matter to the attention of Retail, and negotiating this settlement agreement.

**5. PAYMENT INFORMATION**

Within fourteen (14) days of the Effective Date, Retail shall make a total payment of thirty-two thousand dollars (\$32,000) for the civil penalties and attorney's fees/expenses set forth above to Plaintiff's counsel, Blackstone Law APC by wire transfer. Plaintiff's counsel will provide Retail with wire instructions and tax forms concurrent with the full execution of this settlement agreement. The Parties acknowledge that Retail cannot issue any settlement payments until after Retail receives the requisite wire instructions and W-9 forms from CPG's counsel. Other than this payment, each side is to bear its own attorneys' fees and costs.

**6. RELEASE OF ALL CLAIMS**

**6.1 CPG's Release of Retail, 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 Covered 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) Retail including its parents, shareholders, members, directors,

officers, managers, employees, representatives, agents, attorneys, divisions, subdivisions, subsidiaries, partners, sister companies, and affiliates, and their predecessors, successors and assigns; and (b) each of Retail' suppliers, Target Corporation, vendors, downstream distributors, retailers, wholesalers, licensors, licensees, auctioneers, franchisees, dealers, shareholders, cooperative members, customers, owners, purchasers, users (collectively the "Releasees").

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 Retail and the Releasees with regards to the Covered 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 Retail.

6.2 **Retail' Release of Consumer Protection Group, LLC.**

Retail 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 Covered Product. Retail represents that its signatory to this Settlement Agreement has full authority to enter into and legally bind Retail 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 Covered Product, then Retail shall have no further obligations pursuant to this Settlement Agreement, but shall have no recourse to claw back payments already made in accordance with Sections 3, 4 and 5 of this Settlement Agreement.

8. **NOTICE**

Unless specified herein, all correspondence and Notice 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) electronic mail on any party by the other party at the following addresses:

For Retail: Garth N. Ward  
Lewis Brisbois Bisgaard & Smith LLP  
550 West C Street, Suite 1700  
San Diego, CA 92101  
[Garth.Ward@lewisbrisbois.com](mailto:Garth.Ward@lewisbrisbois.com)

For CPG: Jonathan M. Genish  
Blackstone Law APC  
8383 Wilshire Blvd., Suite 745  
Beverly Hills, CA 90211  
[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 Notice 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**

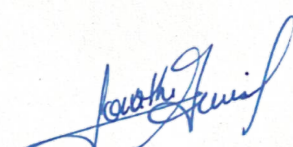
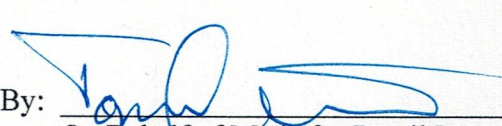
This Settlement Agreement contains the sole and entire agreement and understanding of the Parties with respect to the entire subject matter hereof, and all related prior discussions, negotiations, commitments and understandings. No other agreements, oral or otherwise, exist to bind either of the Parties.

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 style="text-align: center;"><b>AGREED TO:</b></p> <p>Date: July 8, 2025</p> <p>By: </p> <p>On Behalf of Consumer Protection Group, LLC</p>	<p style="text-align: center;"><b>AGREED TO:</b></p> <p>Date: 7/7/2025</p> <p>By: </p> <p>On Behalf of Made for Retail Incorporated</p>
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