

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 BestBuy.com, LLC (“Best Buy”), on the other hand, with EHA and Best Buy 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 Best Buy 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 Best Buy manufactures, sells, and/or distributes for sale in California, cable adapters products that contain lead and that it does so without first providing the health hazard warning required by Proposition 65. Lead is listed pursuant to Proposition 65 as a chemical known to cause cancer, developmental toxicity, and reproductive toxicity.

1.3 Product Description

The products covered by this Settlement Agreement are Rocketfish 90-Degree Coaxial Cable Adapters (“Covered Products”) that are manufactured, sold and/or distributed for sale in California by Best Buy.

1.4 Notice of Violation

On or around February 14, 2025, EHA served Best Buy, the California Attorney General, and certain other public enforcement agencies with a 60-Day Notice of Violation of Proposition 65 (“Notice”). The Notice alleged that Best Buy had violated Proposition 65 by failing to sufficiently warn consumers in California of the health hazards associated with exposures to lead contained in Covered Products.

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 Notice.

1.5 No Admission

Best Buy denies the material, factual, and legal allegations in the Notice 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 Best Buy 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 Best Buy of any fact, finding, conclusion, issue of law or violation of law, such being specifically denied by Best Buy. This Section shall not, however, diminish or otherwise affect Best Buy's obligations, responsibilities, and duties under this Settlement Agreement. Notwithstanding the allegations in the Notice, Best Buy maintains that it has not knowingly manufactured, or caused to be manufactured, the Covered Products 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 Settlement Agreement is executed by the Parties.

2. INJUNCTIVE RELIEF

2.1 Reformulation of Products

Commencing within ninety (90) days after the Effective Date, and continuing thereafter, Covered Products that Best Buy manufactures, imports, distributes, sells, or offers for sale in California shall either be: (a) reformulated Covered Products pursuant to section 2.2 below; or (b) labeled with a clear and reasonable exposure warning pursuant to section 2.3 and 2.4 below. For purposes of this Settlement Agreement, a “Reformulated Product” is a Covered Product that is in compliance with the standard set forth in section 2.2 below. The warning requirement set forth in section 2.3 and 2.4 shall not apply to any Reformulated Product.

2.2 Reformulation Standard


“Reformulated Products” shall mean Covered Products that produce a wipe test result of less than or equal to 1 microgram of lead when analyzed pursuant to NIOSH method no. 9100 (“Reformulation Standard”).

In the event the Office of Environmental Health Hazard Assessment at any time adopts a safe harbor level for Lead that is different than the Reformulation Standard in this Agreement, Best Buy may comply with the Reformulation Standard in that settlement and will be deemed in compliance with Proposition 65.

2.3 General Warning Requirements

Commencing within ninety (90) days after the Effective Date, Best Buy agrees any Covered Product sold in California, that is not a Reformulated Product, shall contain a “clear and reasonable” Proposition 65 warning, within the meaning of Section 25249.6 of the Act. There shall be no obligation for Best Buy to provide an exposure warning for Covered Products that entered the stream of commerce within ninety (90) days after the Effective Date. Best Buy agrees that each warning shall be prominently placed with such conspicuousness, as compared with other words, statements, or designs as to render it likely to be seen, read and understood by an ordinary individual under customary conditions before purchase or use.

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). Specifically, pursuant to § 25603(a) – (c), one of the following statements must be utilized:

- 1)  **“WARNING:” [or] “CA WARNING:” [or] “CALIFORNIA WARNING:”** This product can expose you to lead, 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.

OR


SHORT FORM

- 2)  **“WARNING:” [or] “CA WARNING:” [or] “CALIFORNIA WARNING: Risk of cancer and**

reproductive harm from exposure to lead. See
www.P65Warnings.ca.gov.


OR

SHORT FORM

- 3)  **WARNING:**” [or] “**CA WARNING:**” [or]
“**CALIFORNIA WARNING:** Can expose you to lead, a
carcinogen and reproductive toxicant. See
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 and Reproductive Harm—
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.” A short-form warning must be provided on a product in a type size that complies with Cal. Code Regs Tit. 27, § 25601(c). 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 that term is defined in Title 27, California Code of Regulations, Section 25600.1(c) as it may be amended from time to time, 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 online, a warning that complies with the content requirements of Cal. Code Regs Tit. 27, § 25603 must be provided via one 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. For internet purchases made prior to 1/1/28, 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). These requirements extend to any websites under the exclusive control of Best Buy where Covered Products are sold into California. In addition, Best Buy shall provide any third-party website with written notice in accordance with Title 27, California Code of Regulations, Section 25600.2. Third-party internet sellers of the Covered Product that have been provided with written notice in accordance with Title 27, California Code of Regulations, Section 25600.2 are not released in Section 5 of this Settlement Agreement if they fail to meet the warning requirements of this Section.

There shall be no obligation for Best Buy and its upstream and downstream distributors and downstream retailers to provide a warning for Covered Products that entered the stream of commerce within ninety (90) days after the Effective Date, and the Section 4 release applies to all such Covered Products. With respect to existing Covered Products, meaning those that are currently in the channels of distribution, with distributors and/or retailers, Best Buy and its downstream distributors and retailers may continue to sell-through those items.

(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, Best Buy 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 lead in this product are no longer required, a lack of warning by Best Buy will not thereafter be a breach of this Agreement.

2.4 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 Effective 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 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 Notice or referred to in this Settlement Agreement, Best Buy agrees to pay two thousand five hundred dollars (\$2,500.00) 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. Best Buy shall issue two separate checks for the civil penalty payment to (a) “OEHHA” and (b) Environmental Health Advocates, Inc. as follows:

- One payment of \$1,875.00 to OEHHA, due twenty-one (21) days after the Effective Date.
- One payment of \$625.00 to EHA, due twenty-one (21) 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:

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, principles of contract law, and principles codified at California Code of Civil Procedure Section 1021.5, for all work performed through the mutual execution of this Settlement Agreement. Under these legal principles, Best Buy agrees to pay twenty-two thousand five hundred dollars (\$22,500.00) to EHA and its counsel for all fees and costs incurred in investigating, bringing this matter to the attention of Best Buy, and negotiating a settlement. The twenty-two thousand five hundred dollars (\$22,500.00) in Attorney's Fees and Costs shall be payable to Entorno Law, LLP as one payment of \$22,500.00, due twenty-one (21) days after the Effective Date.

All payments required under this Section shall be made payable to Entorno Law, LLP and delivered to:

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

3.3 Tax Documentation

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

4. CLAIMS COVERED AND RELEASED

4.1 EHA's Release of Best Buy and Downstream Customers and Entities

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 Best Buy 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 ("Releasors"), and Releasors hereby release without limitation, all actions, causes of action, and claims, 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 Best Buy (including but not limited to BestBuy.com, LLC and Best Buy Stores, L.P.) and each of its respective parents, subsidiaries, affiliated entities, shareholders, marketplaces, directors, officers, members, agents, employees, attorneys, successors and assignees, and any entity, including, but not limited to each entity to whom Best Buy directly or indirectly distributes, licenses, or sells the Covered Products, including, but not limited to, its downstream distributors, wholesalers, customers, vendors, licensors, shareholders, franchisees, cooperative members, owners, users, licensees, and retailers (including but not limited to BestBuy.com, LLC) and their respective subsidiaries, affiliates and parents, franchisees, cooperative members, and licensees (collectively, "Releasees"), based on the failure to warn about alleged exposures to lead required under Proposition 65 in the Covered Products manufactured, sold or distributed for sale in California by Best Buy through ninety (90) days after the Effective Date, as alleged in the Notice, 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 covenants not to sue and 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 Best Buy and Releasees of any nature, character, or kind, whether known or unknown, suspected or unsuspected, including, without limitation, all actions and causes of action in law and in equity, suits, liabilities, demands, obligations, damages, costs, fines, penalties, losses or expenses

including, but not exclusively, investigation fees, expert fees and attorney fees and costs arising under Proposition 65 with respect to the alleged or actual failure to warn about exposures to lead required under Proposition 65 from use of the Covered Products.

4.2 Best Buy's Release of EHA

Best Buy, 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 exposure to lead from use of 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 Notice and relating to the Covered Products will develop or be discovered. EHA on behalf of itself only, on one hand, and Best Buy 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 ninety (90) days after the Effective Date, including all rights of action therefor. 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 Best Buy each acknowledge and understand the significance and consequences of this specific waiver of California Civil Code § 1542.

4.4 Deemed Compliance with Proposition 65

The Parties agree that compliance by Best Buy with this Settlement Agreement constitutes compliance by Best Buy with Proposition 65 with respect to exposure to lead from use of the Covered Products.

5. PUBLIC BENEFIT

It is Best Buy's understanding that the commitments it has agreed to herein, and actions to be taken by Best Buy 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 Best Buy 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 Best Buy's alleged failure to provide a warning concerning actual or alleged exposure to lead 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 Best Buy is in material compliance with this Settlement Agreement.

6. 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 enforceable provisions shall not be adversely affected but only to the extent the deletion of the provision deemed unenforceable does not materially affect, or otherwise result in the effect of the Settlement Agreement being contrary to the intent of the Parties in entering into 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 or limited by reason of law generally, or as to the Covered Products, Best Buy shall provide written notice to EHA of any asserted change in the law, and shall have no further obligations pursuant to this Settlement Agreement with respect to, and to the extent that, a Product is so affected.

8. 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 Best Buy:

Anne Marie Ellis
Buchalter
18400 Von Karman Avenue, Suite 800
Irvine, CA 92612

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.

9. 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.

10. 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).

11. MODIFICATION

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

12. ENTIRE AGREEMENT

This Settlement Agreement contains the sole and entire agreement of the Parties and any and all prior negotiations and understandings related hereto shall be deemed to have been merged within it. No representations or terms of agreement other than those contained herein exist or have been

made by any Party with respect to the other Party or the subject matter hereof.

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: 5/12/25

By: 
ENVIRONMENTAL HEALTH
ADVOCATES, INC.

5/12/2025 | 2:42 CDT

Date: _____

By: 
BESTBUY.COM, LLC