



1 California, the City Attorneys of every California city with a population greater than 750,000,  
2 and to each Settling Defendant, alleging that such Settling Defendant violated Proposition 65 by  
3 exposing persons to Bisphenol S (“BPS”) contained in thermal receipt paper without first  
4 providing a clear and reasonable Proposition 65 warning. The specific notice date for each  
5 Settling Defendant is set forth on the Exhibit A for such defendant.

6 1.3 Each Settling Defendant is a corporation or other business entity that either  
7 purchases for use, causes to be purchased for use, provides, or offers to provide thermal receipt  
8 paper, thermal labels, including shipping labels, or price tags/stickers in the State of California, or  
9 some combination of the foregoing, or has done so in the past.

10 1.4 On April 3, 2025, CEH filed the original Complaint in the above-captioned matter  
11 naming certain defendants. The Complaint was subsequently amended to name additional  
12 defendants. On May 18, 2026, CEH filed the operative Second Amended Complaint. The  
13 specific date each Settling Defendant was added to the Complaint is set forth on the Exhibit A for  
14 each such Settling Defendant.

15 1.5 For purposes of this Consent Judgment only, the Parties stipulate that this Court  
16 has jurisdiction over the allegations of violations contained in the Complaint and personal  
17 jurisdiction over Settling Defendants as to the acts alleged in the Complaint, that venue is proper  
18 in the County of San Francisco, and that this Court has jurisdiction to enter and enforce this  
19 Consent Judgment as a full and final resolution of all claims which were or could have been  
20 raised in the Complaint based on the facts alleged therein with respect to Covered Products that  
21 Settling Defendants either manufactured, distributed, purchased for use, sold, offered to sell,  
22 provided, or offered to provide.

23 1.6 Nothing in this Consent Judgment is or shall be construed as an admission by the  
24 Parties of any fact, conclusion of law, issue of law, or violation of law, nor shall compliance with  
25 the Consent Judgment constitute or be construed as an admission by the Parties of any fact,  
26 conclusion of law, issue of law, or violation of law. Nothing in this Consent Judgment shall  
27 prejudice, waive, or impair any right, remedy, argument, or defense the Parties may have in any  
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1 other pending or future legal proceedings. This Consent Judgment is the product of negotiation  
2 and compromise and is accepted by the Parties solely for purposes of settling, compromising, and  
3 resolving issues disputed in this action.

4 **2. DEFINITIONS**

5 2.1 “Compliance Date” means ninety (90) days after the Effective Date.

6 2.2 “Covered Products” means thermal printing paper used to print receipts, thermal  
7 labels, including shipping labels, or price tags/stickers, as identified for each Settling Defendant  
8 on Exhibit A.

9 2.3 “Effective Date” means the date of notice of entry of this Consent Judgment.

10 2.4 “Phenol Free” means a Covered Product that contains (a) no Restricted Phenols;  
11 and (b) no Other Restricted Substances.

12 2.5 “Restricted Phenols” means Bisphenol A (“BPA”), BPS, 2,4-Bisphenol S,  
13 Bisphenol S-MAE, Bisphenol S-MPE, Bisphenol AF, Bisphenol AP, Bisphenol B, Bisphenol C,  
14 Bisphenol E, Bisphenol F, Bisphenol P, Bisphenol Z, BisOPP-A, MBHA, PHBB, TGSA, D-8, D-  
15 90, and/or DD-70 that a manufacturer has intentionally added to a product.

16 2.6 “Other Restricted Substances” means Pergafast 201 and/or BTUM (CAS RN  
17 151882-81-4) that a manufacturer has intentionally added to a product.

18 **3. INJUNCTIVE RELIEF**

19 3.1 **Reformulation of Covered Products.** As of the Compliance Date and thereafter,  
20 a Settling Defendant shall comply with each of the following that apply to it as set forth in  
21 Exhibit A:

22 3.1.1 A Settling Defendant that operates locations in California shall only  
23 purchase, distribute, or cause to distribute Covered Products for use in its California locations that  
24 are Phenol Free and shall notify such California locations to use only Covered Products that are  
25 Phenol Free.

1                   3.1.2       A Settling Defendant that is a franchisor or licensor shall notify its  
2 franchisees/licensees with locations in California of this Consent Judgment and its requirement to  
3 only use Covered Products that are Phenol Free.

4                   3.1.3       A Settling Defendant that ships goods or merchandise to customers in  
5 California with return shipping labels shall only include return shipping labels that are Phenol  
6 Free with the goods or merchandise shipped to customers in California.

7                   3.2       A Settling Defendant may, in accordance with the enforcement terms in Section 4  
8 below, rely on written specifications/representations, test results, or a certificate of compliance  
9 from its Covered Products supplier(s) to comply with the foregoing obligations.

10       **4.       ENFORCEMENT**

11               4.1       **General Enforcement Provisions.** The Parties may, by motion or application for  
12 an order to show cause before this Court, enforce the terms and conditions contained in this  
13 Consent Judgment. Subject to the provisions of Section 4.2, the parties shall meet and confer on  
14 the alleged violation of this Consent Judgment before bringing any such motion or application.

15               4.2       **Enforcement of Section 3.**

16               4.2.1       Prior to bringing any motion or application to enforce the requirements  
17 of Section 3 above, CEH shall provide the affected Settling Defendant(s) with a notice setting  
18 forth the factual basis for the alleged violation of Section 3 (“Notice of Violation”). For purposes  
19 of enforcement, a detection in excess of 200 parts per million (“ppm”) of total content of any  
20 Restricted Phenol or Other Restricted Substance creates a rebuttable presumption that a Covered  
21 Product is not Phenol Free. The Notice of Violation must include (i) a copy of the receipt(s) or  
22 other allegedly violative thermal paper, (ii) if a receipt does not contain a register number, a  
23 description and/or photograph of the location of the register from which such receipt was printed  
24 sufficient to allow the Settling Defendant to identify the register, or a description of the location  
25 from which other allegedly violative Covered Products were found, and (iii) any test results or  
26 other data establishing that the Covered Product was not Phenol Free.

1                   4.2.2       The Settling Defendant shall provide its response to the Notice of  
2 Violation within 45 days.

3                   4.2.2.1      If a Settling Defendant's response to a Notice of Violation served  
4 under this Section 4 demonstrates the Covered Product used at the location identified in the  
5 Notice of Violation was obtained directly or indirectly from an upstream supplier that is a party to  
6 a consent judgment providing substantially equivalent or more protective reformulation  
7 requirements from this set of related cases, CEH shall take no further action against the Settling  
8 Defendant except as set forth herein. If the upstream supplier successfully demonstrates the  
9 Covered Product was Phenol Free, CEH shall notify the Settling Defendant, which may then  
10 respond in accordance with Section 4.2.2.2 or clean the identified register.

11                  4.2.2.2      If thermal receipt paper is the Covered Product at issue in the  
12 Notice of Violation, the Settling Defendant may respond to a Notice of Violation by providing  
13 tests of the thermal receipt paper used in the register identified in the Notice of Violation before  
14 and after a receipt is printed.

15           a) If the thermal receipt paper before printing contains less than 200 ppm of total content of  
16 any Restricted Phenol or Other Restricted Substance and the thermal receipt paper after  
17 printing contains less than 200 ppm of total content of any Restricted Phenol or Other  
18 Restricted Substance, Settling Defendant shall provide CEH with a sample of the Covered  
19 Product printed from the register so that CEH may confirm the testing. In the event that  
20 CEH's test of the Covered Product shows that the product contains more than 200 ppm of  
21 total content of any Restricted Phenol or Other Restricted Substance, the Parties shall  
22 meet and confer regarding an appropriate remedy. In the event the Parties are unable to  
23 reach an agreement, CEH may bring a motion to enforce the Consent Judgment. In the  
24 event that CEH's test of the Covered Product confirms that there is less than 200 ppm,  
25 CEH shall take no further action on the Notice of Violation.

26           b) If the thermal receipt paper before printing contains more than 200 ppm of total content of  
27 any Restricted Phenol or Other Restricted Substance, the Settling Defendant's response to  
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1 the Notice of Violation shall identify all known direct and indirect suppliers of the thermal  
2 receipt paper and provide CEH with a sample of the thermal receipt paper from the  
3 register identified in the Notice of Violation before printing. If the direct or indirect  
4 suppliers of the thermal receipt paper are not party to a consent judgment providing  
5 substantially equivalent or more protective reformulation requirements, the Settling  
6 Defendant shall take commercially reasonable steps to obtain an alternative supplier or  
7 work with its current supplier to ensure that compliant Covered Products are procured  
8 moving forward. If Settling Defendant is unable to do so within 90 days following its  
9 receipt of the Notice of Violation, it shall meet and confer with CEH regarding an  
10 appropriate remedy.

11 c) If the thermal receipt paper before printing contains less than 200 ppm of total content of  
12 any Restricted Phenol or Other Restricted Substance and the thermal receipt paper after  
13 printing contains 200 ppm or more of total content of any Restricted Phenol or Other  
14 Restricted Substance, the Settling Defendant shall take steps to clean each register  
15 identified in the Notice of Violation pursuant to manufacturer recommendations in order  
16 to reduce the potential for future contamination, and shall include in its response to the  
17 Notice of Violation confirmation that such cleaning has been or will be promptly  
18 undertaken.

19 d) CEH shall not be entitled to any monetary remedy for an alleged violation of this Consent  
20 Judgment from any Settling Defendant who complies with the injunctive relief in  
21 subsections 4.2.2.2(b) and (c) in response to a First Notice of Violation.

22 4.2.2.3 If a label, sticker, or shipping label is the Covered Product in the  
23 Notice of Violation, the same procedure as described in Section 4.2.2.2 shall apply, except as  
24 provided in this Section 4.2.2.3.

25 a) If there are multiple label, sticker, or shipping label printers at the retail  
26 location described in the Notice of Violation, the Settling Defendant  
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1 shall conduct any before and after printing on a randomly selected  
2 printer.

3 b) Any cleaning required by Section 4.2.2.2(c) shall be done on all  
4 printers on which the label, sticker, or shipping label was capable of  
5 being printed.

6 4.2.2.4 If, in response to a first Notice of Violation, the Settling Defendant  
7 does not or is unable to produce the testing described in Sections 4.2.2.2 or 4.2.2.3, CEH shall  
8 take no further action against the Settling Defendant if it demonstrates the following in response  
9 to a first Notice of Violation under this Consent Judgment: (i) the thermal receipt paper used at  
10 the location at which the allegedly violative Covered Product was provided was obtained from a  
11 direct or indirect supplier that had provided a written specification, test result, or certificate of  
12 compliance that the Covered Product was Phenol Free, and (ii) the alleged violation has been  
13 cured by the Settling Defendant.

14 4.2.3 If a Settling Defendant is a franchisor or licensor, and it provides CEH  
15 with evidence it notified its franchisee or licensee location that is the subject of a first Notice of  
16 Violation to purchase Phenol Free Covered Products in response to a Notice of Violation, CEH  
17 shall take no further action against the Settling Defendant on the condition the Settling Defendant  
18 provides CEH with the contact information for the relevant franchisee or licensee. CEH shall  
19 also take no further action against a franchisee or licensee location subject to a first Notice of  
20 Violation. However, CEH may proceed in accordance with section 4.2.4 against licensors or  
21 franchisors for subsequent Notices of Violation when they do not change suppliers or take other  
22 corrective action that resolves the alleged violation.

23 4.2.4 After the first Notice of Violation, subsequent Notices of Violation  
24 shall be subject to the provisions of Sections 4.1 and 4.2. Should attempts at informal resolution  
25 fail, CEH may file its enforcement motion or application.

26 4.2.5 The Parties agree that a Notice of Violation shall not be considered a  
27 first notice of violation for purposes of Section 4.2 if either (a) the Covered Product was (i)  
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1 released by this Consent Judgment or (ii) otherwise complied with its injunctive terms, (b) the  
2 Notice of Violation was (x) withdrawn or (y) successfully contested, or (c) the Settling Defendant  
3 had not previously received a Notice of Violation for Covered Products supplied by the same  
4 supplier.

5       4.3     **Remedies.** In the event that CEH and a Settling Defendant are unable to resolve a  
6 Notice of Violation at a retail location that it owns or operates, CEH may seek injunctive relief in  
7 the form of an order from the Court requiring the Settling Defendant to provide a clear and  
8 reasonable warning of exposures to BPS in thermal paper at the location(s) identified in the  
9 Notice of Violation, unless the Settling Defendant change suppliers of thermal paper or cleans the  
10 printer(s) identified in the Notice of Violation. Nothing in this Section 4 shall impact the Court's  
11 authority in an enforcement proceeding to impose appropriate monetary remedies, if any,  
12 including penalties, Additional Settlement Payments, and sanctions.

## 13     **5.     PAYMENTS**

14       5.1     **Payments by Settling Defendant.** Within thirty days of the Effective Date, each  
15 Settling Defendant shall pay its respective total settlement amount set forth in Exhibit A as a  
16 settlement payment as further set forth in this Section. The payment amounts for each Settling  
17 Defendant were derived based on the sales tiers set forth on Exhibit B.

18       5.2     **Allocation of Payments.** The total settlement amount for each Settling Defendant  
19 shall be paid in five separate checks in the amounts specified on the Exhibit A for such Settling  
20 Defendant and delivered as set forth thereon, or by wire transfer or ACH payment as specified in  
21 Section 5.2.4. Any failure by Settling Defendant to comply with the payment terms herein shall  
22 be subject to a stipulated late fee to be paid by Settling Defendant in the amount of \$100 for each  
23 day the full payment is not received after the applicable payment due date set forth in Section 5.1.  
24 The late fees required under this Section shall be recoverable, together with reasonable attorneys'  
25 fees and costs, in an enforcement proceeding brought pursuant to Section 4 of this Consent  
26 Judgment. The funds paid by Settling Defendant shall be allocated as set forth on Exhibit A  
27 among the following:  
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1                   5.2.1 A civil penalty pursuant to Health & Safety Code § 25249.7(b). The civil  
2 penalty payment shall be apportioned in accordance with Health & Safety Code § 25249.12 (25%  
3 to CEH and 75% to the State of California’s Office of Environmental Health Hazard Assessment  
4 (“OEHHA”). Accordingly, the OEHHA portion of the civil penalty payment shall be made  
5 payable to OEHHA and associated with taxpayer identification number 68-0284486. This  
6 payment shall be delivered by one of the following methods:

7                                   For United States Postal Service Delivery:

8   Attn: Mike Gyurics  
9   Deputy Director for Administrative Services  
10    Office of Environmental Health Hazard Assessment  
11    P.O. Box 4010, MS #19B  
12    Sacramento, CA 95812-4010

13                                   For Non-United States Postal Service Delivery:

14   Attn: Mike Gyurics  
15   Deputy Director for Administrative Services  
16    Office of Environmental Health Hazard Assessment  
17    1001 I Street, MS #19B  
18    Sacramento, CA 95814

19                   The CEH portion of the civil penalty payment shall be made payable to the Center for  
20 Environmental Health and associated with taxpayer identification number 94-3251981. This  
21 payment shall be delivered to Lexington Law Group, LLP, 503 Divisadero Street, San Francisco,  
22 CA 94117.

23                   5.2.2 An ASP to CEH pursuant to Health & Safety Code § 25249.7(b), and  
24 California Code of Regulations, Title 11, § 3204. CEH intends to place these funds in CEH’s  
25 Toxics in Food Fund and use them to support CEH programs and activities that seek to educate  
26 the public about Bisphenols and other toxic chemicals in food, to work with the food industry and  
27 agriculture interests to reduce exposure to Bisphenols and other toxic chemicals in food, and to  
28 thereby reduce the public health impacts and risks of exposure to Bisphenols and other toxic  
chemicals in food sold in California. CEH shall obtain and maintain adequate records to  
document that ASPs are spent on these activities and CEH agrees to provide such documentation

1 to the Attorney General within thirty (30) days of any request from the Attorney General. The  
2 payment pursuant to this Section shall be made payable to the Center for Environmental Health  
3 and associated with taxpayer identification number 94-3251981. This payment shall be delivered  
4 to Lexington Law Group, LLP, 503 Divisadero Street, San Francisco, CA 94117.

5 5.2.3 A reimbursement of a portion of CEH's reasonable attorneys' fees and  
6 costs (including but not limited to expert and investigative costs). The attorneys' fees and cost  
7 reimbursement shall be made in two separate checks with a portion payable to the Lexington Law  
8 Group, LLP and associated with taxpayer identification number 88-4399775; and a portion  
9 payable to the Center for Environmental Health and associated with taxpayer identification  
10 number 94-3251981. Both of these payments shall be delivered to Lexington Law Group, LLP,  
11 503 Divisadero Street, San Francisco, CA 94117.

12 5.2.4 A Settling Defendant may pay the settlement amount specified in Exhibit  
13 A for that Settling Defendant by wire transfer or ACH in accordance with the wire transfer or  
14 ACH instructions for CEH and OEHHA provided to Settling Defendants' counsel concurrently  
15 with CEH's signature.

## 16 **6. MODIFICATION AND DISPUTE RESOLUTION**

17 6.1 **Modification.** This Consent Judgment may be modified from time to time by  
18 express written agreement of the Parties, with the approval of the Court, or by an order of this  
19 Court upon motion.

20 6.2 **Notice; Meet and Confer.** Any Party seeking to modify this Consent Judgment  
21 shall attempt in good faith to meet and confer with all affected Parties prior to filing a motion to  
22 modify the Consent Judgment.

## 23 **7. CLAIMS COVERED AND RELEASE**

24 7.1 Provided that a Settling Defendant complies in full with its obligations under  
25 Section 5 hereof, this Consent Judgment is a full, final, and binding resolution between CEH on  
26 behalf of itself and the public interest and such Settling Defendant and its parents, subsidiaries,  
27 affiliated entities that are under common ownership, directors, officers, employees, agents,  
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1 shareholders, predecessors, successors, assigns, attorneys, franchisees, and licensees (“Defendant  
2 Releasees”), of any violation of Proposition 65 based on failure to warn about alleged exposure to  
3 BPS contained in Covered Products for all conduct that occurred prior to the Compliance Date.

4 7.2 Provided that a Settling Defendant complies in all material respects with its  
5 obligations under Section 5 hereof, CEH, for itself and its agents, successors, and assigns,  
6 releases, waives, and forever discharges any and all claims against such Settling Defendant and  
7 Defendant Releasees arising from any violation of Proposition 65 or any other statutory or  
8 common law claims that have been or could have been asserted by CEH regarding the failure to  
9 warn about exposure to BPS arising from or in connection with Covered Products for all conduct  
10 that occurred prior to the Compliance Date and all conduct in compliance with Section 3.1.

11 7.3 Provided that a Settling Defendant complies in full with its obligations under  
12 Section 5 hereof, compliance with the terms of this Consent Judgment by such Settling Defendant  
13 shall constitute compliance with Proposition 65 by such Settling Defendant and Defendant  
14 Releasees with respect to any alleged failure to warn about BPS in Covered Products that such  
15 Settling Defendant purchases for use, causes to be purchased for use, provides, or offers to  
16 provide in the State of California. This paragraph shall only apply to franchisees and licensees  
17 that comply with the notifications provided by the franchisor and/or licensor defendants as set  
18 forth in Section 3.1.2.

19 **8. PROVISION OF NOTICE**

20 8.1 When CEH is entitled to receive any notice under this Consent Judgment, the  
21 notice shall be sent by electronic mail to:

22 Mark Todzo  
23 Patrick Carey  
24 Lexington Law Group, LLP  
25 503 Divisadero Street San Francisco, CA 94117  
[mtodzo@lexlawgroup.com](mailto:mtodzo@lexlawgroup.com)  
[pcarey@lexlawgroup.com](mailto:pcarey@lexlawgroup.com)

26 8.2 When a Settling Defendant is entitled to receive any notice under this Consent  
27 Judgment, the notice shall be sent by electronic mail to the individual(s) listed on Exhibit A for  
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1 such Settling Defendant. Any Party may modify the person and/or address to whom the notice is  
2 to be sent by sending the other Party notice by electronic mail.

3 **9. COURT APPROVAL**

4 9.1 This Consent Judgment shall become effective upon court approval. CEH shall  
5 prepare and file a Motion for Approval of this Consent Judgment and Settling Defendants shall  
6 not oppose entry by the Court and will cooperate in good faith to provide information to the  
7 Attorney General and/or the Court to facilitate approval of this Consent Judgment.

8 9.2 If this Consent Judgment is not entered by the Court, it shall be of no force or  
9 effect and shall not be introduced into evidence or otherwise used in any proceeding for any  
10 purpose.

11 **10. GOVERNING LAW AND CONSTRUCTION**

12 10.1 The terms of this Consent Judgment shall be governed by the laws of the State of  
13 California.

14 **11. ATTORNEYS' FEES**

15 11.1 Should Plaintiff prevail on any motion, application for an order to show cause, or  
16 other proceeding to enforce a violation of this Consent Judgment, Plaintiff shall be entitled to its  
17 reasonable attorneys' fees and costs incurred as a result of such motion or application. Should a  
18 Settling Defendant prevail on any motion application for an order to show cause or other  
19 proceeding, that Settling Defendant may be awarded its reasonable attorneys' fees and costs  
20 against Plaintiff as a result of such motion or application upon a finding by the Court that  
21 Plaintiff's prosecution of the motion or application lacked substantial justification. For purposes  
22 of this Consent Judgment, the term substantial justification shall carry the same meaning as used  
23 in the Civil Discovery Act of 1986, Code of Civil Procedure §§ 2016, *et seq.*

24 11.2 Nothing in this Section 11 shall preclude a Party from seeking an award of  
25 sanctions pursuant to law.

26 **12. ENTIRE AGREEMENT**

27 12.1 This Consent Judgment contains the sole and entire agreement and understanding  
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1 of the Parties with respect to the entire subject matter hereof, and any and all prior discussions,  
2 negotiations, commitments, or understandings related thereto, if any, are hereby merged herein  
3 and therein. There are no warranties, representations, or other agreements between the Parties  
4 except as expressly set forth herein. No representations, oral or otherwise, express or implied,  
5 other than those specifically referred to in this Consent Judgment have been made by any Party  
6 hereto. No other agreements not specifically contained or referenced herein, oral or otherwise,  
7 shall be deemed to exist or to bind any of the Parties hereto. Any agreements specifically  
8 contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind any of the  
9 Parties hereto only to the extent that they are expressly incorporated herein. No supplementation,  
10 modification, waiver, or termination of this Consent Judgment shall be binding unless executed in  
11 writing by the Party to be bound thereby. No waiver of any of the provisions of this Consent  
12 Judgment shall be deemed or shall constitute a waiver of any of the other provisions hereof  
13 whether or not similar, nor shall such waiver constitute a continuing waiver.

14 **13. RETENTION OF JURISDICTION**

15 13.1 This Court shall retain jurisdiction over this matter to implement or modify the  
16 Consent Judgment.

17 **14. AUTHORITY TO STIPULATE TO CONSENT JUDGMENT**

18 14.1 Each signatory to this Consent Judgment certifies that they are fully authorized by  
19 the Party they represent to stipulate to this Consent Judgment and to enter into and execute the  
20 Consent Judgment on behalf of the Party represented and legally to bind that Party.

21 **15. SUCCESSORS AND ASSIGNS**

22 15.1 This Consent Judgment shall apply to and be binding upon CEH and Settling  
23 Defendant, and their respective divisions, subdivisions, and subsidiaries, and the successors or  
24 assigns of any of them.


25 **16. NO EFFECT ON OTHER SETTLEMENTS**

26 16.1 Nothing in this Consent Judgment shall preclude CEH from resolving any claim  
27 against an entity that is not Settling Defendant on terms that are different from those contained in  
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**IT IS SO STIPULATED:**

Dated: <u>07-01-2026</u>	<b>CENTER FOR ENVIRONMENTAL HEALTH</b>  _____ Kizzy Charles-Guzman Chief Executive Officer
Dated: _____	<b>[SETTLING DEFENDANT]</b>  _____ Signature  _____ Printed Name  _____ Title

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**IT IS SO STIPULATED:**

Dated: _____	<b>CENTER FOR ENVIRONMENTAL HEALTH</b>  _____ Kizzy Charles-Guzman Director
Dated: <u>Jun 30, 2026</u>	<b>BBDI LLC; BEAR TRACKS HOLDINGS LLC; BBD OPCO LLC</b>   <a href="#">Anita Adams (Jun 30, 2026 14:51:55 PDT)</a> _____ Signature  Anita Adams _____ Printed Name  CEO _____ Title



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**IT IS SO STIPULATED:**

Dated: _____	<b>CENTER FOR ENVIRONMENTAL HEALTH</b>  _____ Kizzy Charles-Guzman Director
Dated: <u>June 29, 2026</u>	<b>[SETTLING DEFENDANT]</b> <u>Checkers Drive-In Restaurants, Inc</u>  <u></u> Signature  <u>Stephen A. Messer</u> Printed Name  <u>General Counsel</u> Title

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Dated: _____	<b>CENTER FOR ENVIRONMENTAL HEALTH</b>  _____ Kizzy Charles-Guzman Director
Dated: <u>6/8/2026</u>	<b>CONVERSE, INC.</b> / NIKE, Inc.  <i>Nicole Lee</i> _____ Signature  Nicole Lee _____ Printed Name  Senior Assistant General Counsel, Global Litigation and Investigations _____ Title



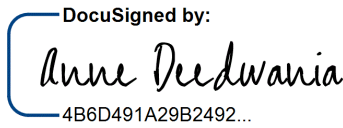
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**IT IS SO STIPULATED:**


Dated: _____	<b>CENTER FOR ENVIRONMENTAL HEALTH</b>  _____ Kizzy Charles-Guzman Director
Dated: <u>June 29, 2026</u> _____	<b>DTF ASSETS, LLC</b>  <i>Hector Galvan</i> _____ Signature  <u>Hector Galvan</u> _____ Printed Name  <u>Director, Risk Management &amp; Safety</u> _____ Title

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**IT IS SO STIPULATED:**


<p>Dated: _____</p>	<p><b>CENTER FOR ENVIRONMENTAL HEALTH</b></p>     <p>_____  Kizzy Charles-Guzman  Director</p>
<p>Dated: <u>6/27/2026</u></p>	<p><b>GUESS?, LLC</b></p> <p>DocuSigned by:    4B6D491A29B2492...</p> <p>_____  Signature</p> <p><b>Anne Deedwania</b>  _____  Printed Name</p> <p><b>General Counsel, North America</b>  _____  Title</p>

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Dated: _____	<b>CENTER FOR ENVIRONMENTAL HEALTH</b>
	Kizzy Charles-Guzman Director
Dated: <u>6/8/2024</u>	<b>LOWE'S HOME CENTERS, LLC</b>  <u></u> Signature  <u>Natalie Walters</u> Printed Name  <u>Staff Attorney</u> Title


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**IT IS SO STIPULATED:**

<p>Dated: _____</p>	<p><b>CENTER FOR ENVIRONMENTAL HEALTH</b></p> <p>_____</p> <p>Kizzy Charles-Guzman Director</p>
<p>Dated: <u>6/25/2026</u></p>	<p><b>MAURICE'S INCORPORATED</b></p> <p></p> <p>_____</p> <p>Signature</p> <p><u>Brent Hickman</u></p> <p>_____</p> <p>Printed Name</p> <p><u>SVP, Chief financial Officer</u></p> <p>_____</p> <p>Title</p>

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**IT IS SO STIPULATED:**

Dated: _____	<b>CENTER FOR ENVIRONMENTAL HEALTH</b>  _____ Kizzy Charles-Guzman Director
Dated: <u>6/24/24</u>	<b>[SETTLING DEFENDANT]</b> <u>Quick Quack Car Wash Holdings, LLC</u>  _____ Signature <u>Kenny Williams</u> _____ Printed Name <u>Chief People Officer</u> _____ Title

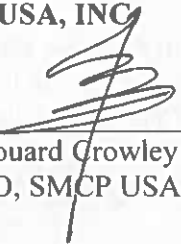
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**IT IS SO STIPULATED:**

<p>Dated: _____</p>	<p><b>CENTER FOR ENVIRONMENTAL HEALTH</b></p>  <p>_____ Kizzy Charles-Guzman Director</p>
<p>Dated: <u>June 26, 2026</u></p>	<p><b>SHAKE SHACK ENTERPRISES, LLC SHAKE SHACK CALIFORNIA, LLC</b></p> <p><u>Ron Palmese</u> Signature</p> <p><u>Ron Palmese</u> Printed Name</p> <p><u>Chief Legal Officer</u> Title</p>


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**IT IS SO STIPULATED:**

<p>Dated: _____</p>	<p><b>CENTER FOR ENVIRONMENTAL HEALTH</b></p> <hr/> <p>Kizzy Charles-Guzman Director</p>
<p>Dated: <u>JUNE 23 2026</u></p>	<p><b>SMCP USA, INC</b></p>  <hr/> <p>By: Edouard Crowley Its: CFO, SMCP USA, INC.</p>

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**IT IS SO STIPULATED:**

Dated: _____	<b>CENTER FOR ENVIRONMENTAL HEALTH</b>  _____ Kizzy Charles-Guzman Director
Dated: <u>June 22, 2026</u>	<b>SPARROW OUTLETS HOLDCO, LLC</b>   _____ Signature  _____ <u>T. Kellan Grant</u> _____ Printed Name  _____ <u>EVP</u> _____ Title

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**IT IS SO STIPULATED:**

<p>Dated: _____</p>	<p><b>CENTER FOR ENVIRONMENTAL HEALTH</b></p>    <p>_____</p> <p>Kizzy Charles-Guzman Director</p>
<p>Dated: June 29, 2026</p>	<p><b>YUMMY-TOWN USA, LLC</b></p> <p>Signed by: <i>YUTE CHEN</i> FA348E206F9A430...</p> <p>_____</p> <p>Signature</p> <p>Yute Chen</p> <p>_____</p> <p>Printed Name</p> <p>Manager</p> <p>_____</p> <p>Title</p>
<p>Dated: June 29, 2026</p>	<p><b>HAPPY LEMON WEST, INC.</b></p> <p>Signed by: <i>Jessica</i> 3FC486B4CB12492...</p> <p>_____</p> <p>Signature</p> <p>Jessica Yuan</p> <p>_____</p> <p>Printed Name</p> <p>CEO</p> <p>_____</p> <p>Title</p>

# **Exhibit A**

**EXHIBIT A**  
**[Name of Settling Defendant]**

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3 **1. Name of Settling Defendant:** BBDI LLC; BEAR TRACKS HOLDINGS LLC; BBD  
OPCO LLC

4 **2. Covered Products:** Thermal Receipt Paper

5 **3.** Provisions of Section 3.1 that apply (check all that apply):

6 **3.1.1**

7  
8 **4. Person(s) to Receive Notices (Pursuant to Section 8.2):**

9 Alden J. Parker  
E-Mail: aparker@fisherphillips.com  
10 Gregory L. Blueford  
E-Mail: gblueford@fisherphillips.com  
11 621 Capitol Mall, Suite 2400  
Sacramento, California 95814  
12 Telephone: (916) 210-0400

13 **5. Date of 60-Day Notice of Violation (Pursuant to Section 1.2):** June 9, 2025

14 **6. Complaint Naming Settling Defendant (Pursuant to Section 1.4):** *Center for*  
15 *Environmental Health v. AESOP USA, INC., et al.*, San Francisco County Superior Court  
16 Case No. CGC-25-623997

17 **a. Date Complaint Filed:** April 3, 2025

18 **b. Date Settling Defendant(s) Named in Complaint:** October 7, 2025

19 **7. Defendant's Settlement Payment and Allocation (Pursuant to Section 5):**

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<b>Payment Type</b>	<b>Payment Amount</b>
Total Settlement Payment	<b>\$18,750</b>
Civil Penalty (Total)	\$4,900
-OEHHA (75%)	\$3,675
-CEH (25%)	\$1,225
Additional Settlement Payment	\$3,550
Total Attorneys' Fees and Costs	\$10,300

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-LLG Fees and Costs	\$8,800
-CEH Fees and Costs	\$1,500

**8. Payee and Delivery Information (Pursuant to Section 5):**

**For payments by check:**

<b>Payee</b>	<b>Type</b>	<b>Deliver To</b>
OEHHA (Taxpayer identification number 68-0284486)	Penalty	<p><b>For United States Postal Service Delivery:</b></p> <p>Attn: Mike Gyurics Fiscal Operations Branch Chief Office of Environmental Health Hazard Assessment P.O. Box 4010, MS #19B Sacramento, CA 95812-4010</p> <p><b>For Non-United States Postal Service Delivery:</b></p> <p>Attn: Mike Gyurics Fiscal Operations Branch Chief Office of Environmental Health Hazard Assessment 1001 I Street, MS #19B Sacramento, CA 95814</p>
Center For Environmental Health (Taxpayer identification number 94-3251981)	Penalty	Mark Todzo Lexington Law Group 503 Divisadero Street San Francisco, CA 94117
Center For Environmental Health (Taxpayer identification number 94-3251981)	ASP	Mark Todzo Lexington Law Group 503 Divisadero Street San Francisco, CA 94117
Lexington Law Group (Taxpayer identification number 94-3317175)	Fee and Cost	Mark Todzo Lexington Law Group 503 Divisadero Street San Francisco, CA 94117

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<b>Payee</b>	<b>Type</b>	<b>Deliver To</b>
Center For Environmental Health (Taxpayer identification number 94-3251981)	Fee and Cost	Mark Todzo Lexington Law Group 503 Divisadero Street San Francisco, CA 94117

**For payments by wire transfer or ACH:**

<b>Payee</b>	<b>Type</b>	<b>Deliver To</b>
OEHHA (Taxpayer identification number 68-0284486)	Penalty	OEHHA (bank information to be provided by counsel for CEH)
Lexington Law Group, LLP IOLTA (Taxpayer identification number 94-6001385)	Combined Penalty, ASP, Fee and Cost to CEH/LLG	Lexington Law Group, LLP IOLTA (bank information to be provided by counsel for CEH)

1 **EXHIBIT A**  
2 **[Boot Barn Inc.]**

3 **1. Name of Settling Defendant:** Boot Barn Inc.

4 **2. Covered Products:** Thermal Receipt Paper (Boot Barn Receipt)

5 **3. Provisions of Section 3.1 that apply** (check all that apply):

6 X 3.1.1          3.1.2          X 3.1.3

7  
8 **4. Person(s) to Receive Notices (Pursuant to Section 8.2):**

9 Aria Hangval  
10 Nicholas J. Hoffman  
11 McGuireWoods LLP  
12 1800 Century Park East, 7th Floor  
13 T: 310.315.8200  
14 Los Angeles, CA 90067-1501  
15 [ahangval@mcguirewoods.com](mailto:ahangval@mcguirewoods.com)  
16 [nhoffman@mcguirewoods.com](mailto:nhoffman@mcguirewoods.com)

Paul Iacono  
Vice President, Business  
Development  
Boot Barn, Inc.  
17100 Laguna Canyon Road  
Irvine, Ca. 92618  
949-453-4403 (voice)  
949-453-4401 (fax)

17 **5. Date of 60-Day Notice of Violation (Pursuant to Section 1.2):** August 1, 2025

18  
19 **6. Complaint Naming Settling Defendant (Pursuant to Section 1.4):** *Center for*  
20 *Environmental Health v. AESOP USA, INC., et al.*, San Francisco County Superior Court  
21 Case No. CGC-25-623997

22 **a. Date Complaint Filed:** April 3, 2025

23 **b. Date Settling Defendant(s) Named in Complaint:** November 12, 2025

24  
25 **7. Defendant's Settlement Payment and Allocations (Pursuant to Section 5):**

<b>Payment Type</b>	<b>Amount</b>
Total Settlement Payment	<b>\$25,000</b>
Civil Penalty (Total)	\$6,500
-OEHHA (75%)	\$4,875
-CEH (25%)	\$1,625
Additional Settlement Payment	\$4,750
Total Attorneys' Fees and Costs	\$13,750
-LLG Fees and Costs	\$11,700
-CEH Fees and Costs	\$2,050

**8. Payee and Delivery Information (Pursuant to Section 5):**

**For payments by check:**

<b>Payee</b>	<b>Type</b>	<b>Deliver To</b>
OEHHA (Taxpayer identification number 68-0284486)	Penalty	<p><b>For United States Postal Service Delivery:</b></p> <p>Attn: Mike Gyurics Fiscal Operations Branch Chief Office of Environmental Health Hazard Assessment P.O. Box 4010, MS #19B Sacramento, CA 95812-4010</p> <p><b>For Non-United States Postal Service Delivery:</b></p> <p>Attn: Mike Gyurics Fiscal Operations Branch Chief Office of Environmental Health Hazard Assessment 1001 I Street, MS #19B Sacramento, CA 95814</p>

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<b>Payee</b>	<b>Type</b>	<b>Deliver To</b>
Center For Environmental Health (Taxpayer identification number 94-3251981)	Penalty	Mark Todzo Lexington Law Group 503 Divisadero Street San Francisco, CA 94117
Center For Environmental Health (Taxpayer identification number 94-3251981)	ASP	Mark Todzo Lexington Law Group 503 Divisadero Street San Francisco, CA 94117
Lexington Law Group (Taxpayer identification number 94-3317175)	Fee and Cost	Mark Todzo Lexington Law Group 503 Divisadero Street San Francisco, CA 94117
Center For Environmental Health (Taxpayer identification number 94-3251981)	Fee and Cost	Mark Todzo Lexington Law Group 503 Divisadero Street San Francisco, CA 94117

**For payments by wire transfer or ACH:**

<b>Payee</b>	<b>Type</b>	<b>Deliver To</b>
OEHHA (Taxpayer identification number 68-0284486)	Penalty	OEHHA (bank information to be provided by counsel for CEH)
Lexington Law Group, LLP IOLTA (Taxpayer identification number 94-6001385)	Combined Penalty, ASP, Fee and Cost to CEH/LLG	Lexington Law Group, LLP IOLTA (bank information to be provided by counsel for CEH)

**EXHIBIT A**  
**[Name of Settling Defendant]**

**1. Name of Settling Defendant: Checkers Drive-In Restaurants, Inc.**

**2. Covered Products:**

**3. Provisions of Section 3.1 that apply (check all that apply):**

3.1.1      3.1.2      3.1.3

**4. Person(s) to Receive Notices (Pursuant to Section 8.2):**

Caitlin Blanche Venable LLP  
3 Park Plaza, Suite 1550  
Irvine, CA 92614  
Email: [CBlanche@Venable.com](mailto:CBlanche@Venable.com)

Checkers Drive-In Restaurants, Inc.  
Stephen Messer  
4300 W. Cypress St., Suite 600  
Tampa, FL 33607  
[Legal@checkers.com](mailto:Legal@checkers.com)

**5. Date of 60-Day Notice of Violation (Pursuant to Section 1.2): June 6, 2025**

**6. Complaint Naming Settling Defendant (Pursuant to Section 1.4):** *Center for Environmental Health v. AESOP USA, INC., et al.*, San Francisco County Superior Court Case No. CGC-25-623997

**a. Date Complaint Filed: April 3, 2025**

**b. Date Settling Defendant(s) Named in Complaint: October 3, 2025**

**7. Defendant's Settlement Payment and Allocation (Pursuant to Section 5):**

<b>Payment Type</b>	<b>Payment Amount</b>
Total Settlement Payment	<b>\$12,500</b>
Civil Penalty (Total)	\$3,300
-OEHHA (75%)	\$2,475

1	-CEH (25%)	\$825
2	Additional Settlement Payment	\$2,325
3	Total Attorneys' Fees and Costs	\$6,875
4	-LLG Fees and Costs	\$5,900
5	-CEH Fees and Costs	\$975
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7 **8. Payee and Delivery Information (Pursuant to Section 5):**

8 **For payments by check:**

9	Payee	Type	Deliver To
10	11 12 13 14 15 16 17 18 19 20 21 22 OEHHA (Taxpayer identification number 68-0284486)	Penalty	<b>For United States Postal Service Delivery:</b>  Attn: Mike Gyurics Fiscal Operations Branch Chief Office of Environmental Health Hazard Assessment P.O. Box 4010, MS #19B Sacramento, CA 95812-4010
23			<b>For Non-United States Postal Service Delivery:</b>  Attn: Mike Gyurics Fiscal Operations Branch Chief Office of Environmental Health Hazard Assessment 1001 I Street, MS #19B Sacramento, CA 95814
24	Center For Environmental Health (Taxpayer identification number 94-3251981)	Penalty	Mark Todzo Lexington Law Group 503 Divisadero Street San Francisco, CA 94117
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<b>Payee</b>	<b>Type</b>	<b>Deliver To</b>
Center For Environmental Health (Taxpayer identification number 94-3251981)	ASP	Mark Todzo Lexington Law Group 503 Divisadero Street San Francisco, CA 94117
Lexington Law Group (Taxpayer identification number 94-3317175)	Fee and Cost	Mark Todzo Lexington Law Group 503 Divisadero Street San Francisco, CA 94117
Center For Environmental Health (Taxpayer identification number 94-3251981)	Fee and Cost	Mark Todzo Lexington Law Group 503 Divisadero Street San Francisco, CA 94117

**For payments by wire transfer or ACH:**

<b>Payee</b>	<b>Type</b>	<b>Deliver To</b>
OEHHA (Taxpayer identification number 68-0284486)	Penalty	OEHHA (bank information to be provided by counsel for CEH)
Lexington Law Group, LLP IOLTA (Taxpayer identification number 94-6001385)	Combined Penalty, ASP, Fee and Cost to CEH/LLG	Lexington Law Group, LLP IOLTA (bank information to be provided by counsel for CEH)

**EXHIBIT A  
Converse, Inc.**

- 1
- 2
- 3 **1. Name of Settling Defendant:** Converse, Inc.
- 4 **2. Covered Products:** Thermal Receipts
- 5 **3. Provisions of Section 3.1 that apply** (check all that apply):
- 6 3.1.1  3.1.2 3.1.3
- 7 **4. Person(s) to Receive Notices (Pursuant to Section 8.2):**
- 8 Trent Norris (Bar No. 164781)
- 9 Four Embarcadero Center, 35th Floor
- 10 San Francisco, CA 94111-4024
- 10 Trent.norris@hoganlovells.com
- 11 **5. Date of 60-Day Notice of Violation (Pursuant to Section 1.2):** April 11, 2025
- 12 **6. Complaint Naming Settling Defendant (Pursuant to Section 1.4):** *Center for*
- 13 *Environmental Health v. AESOP USA, INC., et al.*, San Francisco County Superior Court
- 14 Case No. CGC-25-623997
- 15 **a. Date Complaint Filed:** April 3, 2025
- 16 **b. Date Settling Defendant(s) Named in Complaint:** July 3, 2025
- 17
- 18 **7. Defendant's Settlement Payment and Allocations (Pursuant to Section 5):**
- 19

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Payment Type	Amount
Total Settlement Payment	<b>\$12,500</b>
Civil Penalty (Total)	\$3,300
-OEHHA (75%)	\$2,475
-CEH (25%)	\$825
Additional Settlement Payment	\$2,325
Total Attorneys' Fees and Costs	\$6,875

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1	-LLG Fees and Costs	\$5,900
2	-CEH Fees and Costs	\$975

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4 **8. Payee and Delivery Information (Pursuant to Section 5):**

5 **For payments by check:**

6	7 <b>Payee</b>	8 <b>Type</b>	9 <b>Deliver To</b>
10	11 OEHHA 12 (Taxpayer identification 13 number 68-0284486)	14 Penalty	15 <b>For United States Postal 16 Service Delivery:</b> 17 Attn: Mike Gyurics 18 Fiscal Operations Branch 19 Chief 20 Office of Environmental 21 Health Hazard Assessment 22 P.O. Box 4010, MS #19B 23 Sacramento, CA 95812-4010  24 <b>For Non-United States 25 Postal Service Delivery:</b> 26 Attn: Mike Gyurics 27 Fiscal Operations Branch 28 Chief Office of Environmental Health Hazard Assessment 1001 I Street, MS #19B Sacramento, CA 95814
20	21 Center For Environmental 22 Health (Taxpayer identification number 94-3251981)	23 Penalty	24 Mark Todzo 25 Lexington Law Group 26 503 Divisadero Street 27 San Francisco, CA 94117
23	24 Center For Environmental 25 Health (Taxpayer identification number 94-3251981)	26 ASP	27 Mark Todzo 28 Lexington Law Group 503 Divisadero Street San Francisco, CA 94117

<b>Payee</b>	<b>Type</b>	<b>Deliver To</b>
Lexington Law Group (Taxpayer identification number 94-3317175)	Fee and Cost	Mark Todzo Lexington Law Group 503 Divisadero Street San Francisco, CA 94117
Center For Environmental Health (Taxpayer identification number 94-3251981)	Fee and Cost	Mark Todzo Lexington Law Group 503 Divisadero Street San Francisco, CA 94117

**For payments by wire transfer or ACH:**

<b>Payee</b>	<b>Type</b>	<b>Deliver To</b>
OEHHA (Taxpayer identification number 68-0284486)	Penalty	OEHHA (bank information to be provided by counsel for CEH)
Lexington Law Group, LLP IOLTA (Taxpayer identification number 94-6001385)	Combined Penalty, ASP, Fee and Cost to CEH/LLG	Lexington Law Group, LLP IOLTA (bank information to be provided by counsel for CEH)

**EXHIBIT A**  
Dick's Sporting Goods, Inc.

- 1
- 2
- 3 **1. Name of Settling Defendant:** Dick's Sporting Goods, Inc.
- 4 **2. Covered Products:** Thermal Receipts
- 5 **3. Provisions of Section 3.1 that apply** (check all that apply):
- 6 3.1.1  3.1.2 3.1.3
- 7 **4. Person(s) to Receive Notices (Pursuant to Section 8.2):**
- 8 Trent Norris (Bar No. 164781)
- 9 Four Embarcadero Center, 35th Floor
- 10 San Francisco, CA 94111-4024
- 10 Trent.norris@hoganlovells.com
- 11 **5. Date of 60-Day Notice of Violation (Pursuant to Section 1.2):** January 14, 2025
- 12 **6. Complaint Naming Settling Defendant (Pursuant to Section 1.4):** *Center for*
- 13 *Environmental Health v. AESOP USA, INC., et al.*, San Francisco County Superior Court
- 14 Case No. CGC-25-623997
- 15 **a. Date Complaint Filed:** April 3, 2025
- 16 **b. Date Settling Defendant(s) Named in Complaint:** April 3, 2025
- 17
- 18 **7. Defendant's Settlement Payment and Allocations (Pursuant to Section 5):**
- 19

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Payment Type	Amount
Total Settlement Payment	<b>\$12,500</b>
Civil Penalty (Total)	\$3,300
-OEHHA (75%)	- \$2,475
-CEH (25%)	- \$825
Additional Settlement Payment	\$2,325
Total Attorneys' Fees and Costs	\$6,875

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1	-LLG Fees and Costs	\$5,900
2	-CEH Fees and Costs	\$975

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4 **8. Payee and Delivery Information (Pursuant to Section 5):**

5 **For payments by check:**

7 <b>Payee</b>	8 <b>Type</b>	9 <b>Deliver To</b>
10 11 12 13 14 15 16 17 18 19 OEHHA (Taxpayer identification number 68-0284486)	20 21 22 Penalty	23 24 25 26 27 28 <b>For United States Postal Service Delivery:</b>  Attn: Mike Gyurics Fiscal Operations Branch Chief Office of Environmental Health Hazard Assessment P.O. Box 4010, MS #19B Sacramento, CA 95812-4010  <b>For Non-United States Postal Service Delivery:</b>  Attn: Mike Gyurics Fiscal Operations Branch Chief Office of Environmental Health Hazard Assessment 1001 I Street, MS #19B Sacramento, CA 95814
Center For Environmental Health (Taxpayer identification number 94-3251981)	Penalty	Mark Todzo Lexington Law Group 503 Divisadero Street San Francisco, CA 94117
Center For Environmental Health (Taxpayer identification number 94-3251981)	ASP	Mark Todzo Lexington Law Group 503 Divisadero Street San Francisco, CA 94117

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<b>Payee</b>	<b>Type</b>	<b>Deliver To</b>
Lexington Law Group (Taxpayer identification number 94-3317175)	Fee and Cost	Mark Todzo Lexington Law Group 503 Divisadero Street San Francisco, CA 94117
Center For Environmental Health (Taxpayer identification number 94-3251981)	Fee and Cost	Mark Todzo Lexington Law Group 503 Divisadero Street San Francisco, CA 94117

**For payments by wire transfer or ACH:**

<b>Payee</b>	<b>Type</b>	<b>Deliver To</b>
OEHHA (Taxpayer identification number 68-0284486)	Penalty	OEHHA (bank information to be provided by counsel for CEH)
Lexington Law Group, LLP IOLTA (Taxpayer identification number 94-6001385)	Combined Penalty, ASP, Fee and Cost to CEH/LLG	Lexington Law Group, LLP IOLTA (bank information to be provided by counsel for CEH)

**EXHIBIT A**  
**[Name of Settling Defendant]**

- 1
- 2
- 3 **1. Name of Settling Defendant:** DTF ASSETS, LLC
- 4 **2. Covered Products:** thermal printing paper used to print receipts.
- 5 **3. Provisions of Section 3.1 that apply** (check all that apply):
- 6
- 7 3.1.1 - ✓                      3.1.2 - ✓                      3.1.3
- 8 **4. Person(s) to Receive Notices (Pursuant to Section 8.2):**
- 9 Hector Galvan,  
10 hector.galvan@dtf.com
- 11 **5. Date of 60-Day Notice of Violation (Pursuant to Section 1.2):** June 24, 2025
- 12
- 13 **6. Complaint Naming Settling Defendant (Pursuant to Section 1.4):** *Center for*  
14 *Environmental Health v. AESOP USA, INC., et al.*, San Francisco County Superior Court  
15 Case No. CGC-25-623997
- 16 **a. Date Complaint Filed:** April 3, 2025
- 17 **b. Date Settling Defendant(s) Named in Complaint:** October 7, 2025
- 18 **7. Defendant’s Settlement Payment and Allocations (Pursuant to Section 5):**
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<b>Payment Type</b>	<b>Amount</b>
Total Settlement Payment	\$12,500.00
Civil Penalty (Total)	\$ 3,300.00
-OEHHA (75%)	\$2,475.00
-CEH (25%)	\$825.00
Additional Settlement Payment	\$2,325.00
Total Attorneys’ Fees and Costs	\$6,875.00

1	-LLG Fees and Costs	\$5,900.00
2	-CEH Fees and Costs	\$975.00

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4 **8. Payee and Delivery Information (Pursuant to Section 5):**

5 **For payments by check:**

6	7 <b>Payee</b>	8 <b>Type</b>	9 <b>Deliver To</b>
10	11 OEHHA 12 (Taxpayer identification 13 number 68-0284486)	14 Penalty	15 <b>For United States Postal 16 Service Delivery:</b>  17 Attn: Mike Gyurics 18 Fiscal Operations Branch 19 Chief 20 Office of Environmental 21 Health Hazard Assessment 22 P.O. Box 4010, MS #19B 23 Sacramento, CA 95812-4010  24 <b>For Non-United States 25 Postal Service Delivery:</b>  26 Attn: Mike Gyurics 27 Fiscal Operations Branch 28 Chief Office of Environmental Health Hazard Assessment 1001 I Street, MS #19B Sacramento, CA 95814
20	21 Center For Environmental 22 Health (Taxpayer identification number 94-3251981)	23 Penalty	24 Mark Todzo 25 Lexington Law Group 26 503 Divisadero Street 27 San Francisco, CA 94117
23	24 Center For Environmental 25 Health (Taxpayer identification number 94-3251981)	26 ASP	27 Mark Todzo 28 Lexington Law Group 503 Divisadero Street San Francisco, CA 94117

<b>Payee</b>	<b>Type</b>	<b>Deliver To</b>
Lexington Law Group (Taxpayer identification number 94-3317175)	Fee and Cost	Mark Todzo Lexington Law Group 503 Divisadero Street San Francisco, CA 94117
Center For Environmental Health (Taxpayer identification number 94-3251981)	Fee and Cost	Mark Todzo Lexington Law Group 503 Divisadero Street San Francisco, CA 94117

**For payments by wire transfer or ACH:**

<b>Payee</b>	<b>Type</b>	<b>Deliver To</b>
OEHHA (Taxpayer identification number 68-0284486)	Penalty	OEHHA (bank information to be provided by counsel for CEH)
Lexington Law Group, LLP IOLTA (Taxpayer identification number 94-6001385)	Combined Penalty, ASP, Fee and Cost to CEH/LLG	Lexington Law Group, LLP IOLTA (bank information to be provided by counsel for CEH)

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**EXHIBIT A  
GUESS?, LLC**

- 1. Name of Settling Defendant:** Guess?, LLC
- 2. Covered Products:** Thermal printing paper used to print receipts
- 3. Provisions of Section 3.1 that apply (check all that apply):**

3.1.1 ✓            3.1.2            3.1.3

- 4. Person(s) to Receive Notices (Pursuant to Section 8.2):**  
 [D’s Counsel and/or Client contact] Matthew S. Kenefick, Jeffer Mangels & Mitchell, LLP  
 333 Bush St., 11th Fl., San Francisco, CA 94104  
 415)984-9677 mkenefick@jeffer.com

- 5. Date of 60-Day Notice of Violation (Pursuant to Section 1.2):** June 24, 2025

- 6. Complaint Naming Settling Defendant (Pursuant to Section 1.4):** *Center for Environmental Health v. AESOP USA, INC., et al.*, San Francisco County Superior Court Case No. CGC-25-623997

- a. Date Complaint Filed:** April 3, 2025

- b. Date Settling Defendant(s) Named in Complaint:** October 7, 2025

- 7. Defendant’s Settlement Payment and Allocations (Pursuant to Section 5):**

<b>Payment Type</b>	<b>Amount</b>
Total Settlement Payment	\$25,000.00
Civil Penalty (Total)	\$6,500.00
-OEHHA (75%)	\$4,875.00
-CEH (25%)	\$1,625.00
Additional Settlement Payment	\$4,750.00
Total Attorneys’ Fees and Costs	\$13,750.00
-LLG Fees and Costs	\$11,700.00

-CEH Fees and Costs	\$2,050.00
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**8. Payee and Delivery Information (Pursuant to Section 5):**

**For payments by check:**

Payee	Type	Deliver To
OEHHA (Taxpayer identification number 68-0284486)	Penalty	<p><b>For United States Postal Service Delivery:</b></p> Attn: Mike Gyurics Fiscal Operations Branch Chief Office of Environmental Health Hazard Assessment P.O. Box 4010, MS #19B Sacramento, CA 95812-4010
		<p><b>For Non-United States Postal Service Delivery:</b></p> Attn: Mike Gyurics Fiscal Operations Branch Chief Office of Environmental Health Hazard Assessment 1001 I Street, MS #19B Sacramento, CA 95814
Center For Environmental Health (Taxpayer identification number 94-3251981)	Penalty	Mark Todzo Lexington Law Group 503 Divisadero Street San Francisco, CA 94117
Center For Environmental Health (Taxpayer identification number 94-3251981)	ASP	Mark Todzo Lexington Law Group 503 Divisadero Street San Francisco, CA 94117
Lexington Law Group (Taxpayer identification number 94-3317175)	Fee and Cost	Mark Todzo Lexington Law Group 503 Divisadero Street San Francisco, CA 94117

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<b>Payee</b>	<b>Type</b>	<b>Deliver To</b>
Center For Environmental Health (Taxpayer identification number 94-3251981)	Fee and Cost	Mark Todzo Lexington Law Group 503 Divisadero Street San Francisco, CA 94117

**For payments by wire transfer or ACH:**

<b>Payee</b>	<b>Type</b>	<b>Deliver To</b>
OEHHA (Taxpayer identification number 68-0284486)	Penalty	OEHHA (bank information to be provided by counsel for CEH)
Lexington Law Group, LLP IOLTA (Taxpayer identification number 94-6001385)	Combined Penalty, ASP, Fee and Cost to CEH/LLG	Lexington Law Group, LLP IOLTA (bank information to be provided by counsel for CEH)

**EXHIBIT A**  
**Lowe's Home Centers, LLC**

**1. Name of Settling Defendant:** Lowe's Home Centers, LLC

**2. Covered Products:** Thermal Receipts

**3. Provisions of Section 3.1 that apply** (check all that apply):

3.1.1                       3.1.2                      3.1.3

**4. Person(s) to Receive Notices (Pursuant to Section 8.2):**

Trent Norris (Bar No. 164781)  
Four Embarcadero Center, 35th Floor  
San Francisco, CA 94111-4024  
Trent.norris@hoganlovells.com

**5. Date of 60-Day Notice of Violation (Pursuant to Section 1.2):** January 14, 2025

**6. Complaint Naming Settling Defendant (Pursuant to Section 1.4):** *Center for Environmental Health v. AESOP USA, INC., et al.*, San Francisco County Superior Court Case No. CGC-25-623997

**a. Date Complaint Filed:** April 3, 2025

**b. Date Settling Defendant(s) Named in Complaint:** April 3, 2025

**7. Defendant's Settlement Payment and Allocations (Pursuant to Section 5):**

<b>Payment Type</b>	<b>Amount</b>
Total Settlement Payment	<b>\$12,500</b>
Civil Penalty (Total)	\$3,300
-OEHHA (75%)	\$2,475
-CEH (25%)	\$825
Additional Settlement Payment	\$2,325
Total Attorneys' Fees and Costs	\$6,875

1	-LLG Fees and Costs	\$5,900
2	-CEH Fees and Costs	\$975

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4 **8. Payee and Delivery Information (Pursuant to Section 5):**

5 **For payments by check:**

7 <b>Payee</b>	<b>Type</b>	<b>Deliver To</b>
8 9 10 11 12 13 14 15 16 17 18 19 OEHHA (Taxpayer identification number 68-0284486)	Penalty	<b>For United States Postal Service Delivery:</b>  Attn: Mike Gyurics Fiscal Operations Branch Chief Office of Environmental Health Hazard Assessment P.O. Box 4010, MS #19B Sacramento, CA 95812-4010  <b>For Non-United States Postal Service Delivery:</b>  Attn: Mike Gyurics Fiscal Operations Branch Chief Office of Environmental Health Hazard Assessment 1001 I Street, MS #19B Sacramento, CA 95814
20 21 22 Center For Environmental Health (Taxpayer identification number 94-3251981)	Penalty	Mark Todzo Lexington Law Group 503 Divisadero Street San Francisco, CA 94117
23 24 25 Center For Environmental Health (Taxpayer identification number 94-3251981)	ASP	Mark Todzo Lexington Law Group 503 Divisadero Street San Francisco, CA 94117

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<b>Payee</b>	<b>Type</b>	<b>Deliver To</b>
Lexington Law Group (Taxpayer identification number 94-3317175)	Fee and Cost	Mark Todzo Lexington Law Group 503 Divisadero Street San Francisco, CA 94117
Center For Environmental Health (Taxpayer identification number 94-3251981)	Fee and Cost	Mark Todzo Lexington Law Group 503 Divisadero Street San Francisco, CA 94117

**For payments by wire transfer or ACH:**

<b>Payee</b>	<b>Type</b>	<b>Deliver To</b>
OEHHA (Taxpayer identification number 68-0284486)	Penalty	OEHHA (bank information to be provided by counsel for CEH)
Lexington Law Group, LLP IOLTA (Taxpayer identification number 94-6001385)	Combined Penalty, ASP, Fee and Cost to CEH/LLG	Lexington Law Group, LLP IOLTA (bank information to be provided by counsel for CEH)

**EXHIBIT A**  
**Maurice's Incorporated**

**1. Name of Settling Defendant:** Maurice's Incorporated

**2. Covered Products:** Thermal Receipts

**3. Provisions of Section 3.1 that apply (check all that apply):**

3.1.1       3.1.2              3.1.3

**4. Person(s) to Receive Notices (Pursuant to Section 8.2):**

Lucas Quass  
Lathan & Watkins LLP  
650 Town Center Drive  
Costa Mesa, CA 92626  
Lucas.Quass@lw.com

**5. Date of 60-Day Notice of Violation (Pursuant to Section 1.2):** July 16, 2025

**6. Complaint Naming Settling Defendant (Pursuant to Section 1.4):** *Center for Environmental Health v. AESOP USA, INC., et al.*, San Francisco County Superior Court Case No. CGC-25-623997

**a. Date Complaint Filed:** April 3, 2025

**b. Date Settling Defendant(s) Named in Complaint:** September 29, 2025

**7. Defendant's Settlement Payment and Allocations (Pursuant to Section 5):**

<b>Payment Type</b>	<b>Amount</b>
Total Settlement Payment	<b>\$12,500</b>
Civil Penalty (Total)	\$3,300
-OEHHA (75%)	-\$2,475
-CEH (25%)	-\$825
Additional Settlement Payment	\$2,325
Total Attorneys' Fees and Costs	\$6,875
-LLG Fees and Costs	\$5,900

-CEH Fees and Costs	\$975
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**8. Payee and Delivery Information (Pursuant to Section 5):**

**For payments by check:**

Payee	Type	Deliver To
OEHHA (Taxpayer identification number 68-0284486)	Penalty	<b>For United States Postal            Service Delivery:</b>  Attn: Mike Gyurics Fiscal Operations Branch Chief Office of Environmental Health Hazard Assessment P.O. Box 4010, MS #19B Sacramento, CA 95812-4010  <b>For Non-United States            Postal Service Delivery:</b>  Attn: Mike Gyurics Fiscal Operations Branch Chief Office of Environmental Health Hazard Assessment 1001 I Street, MS #19B Sacramento, CA 95814
Center For Environmental Health (Taxpayer identification number 94-3251981)	Penalty	Mark Todzo Lexington Law Group 503 Divisadero Street San Francisco, CA 94117
Center For Environmental Health (Taxpayer identification number 94-3251981)	ASP	Mark Todzo Lexington Law Group 503 Divisadero Street San Francisco, CA 94117
Lexington Law Group (Taxpayer identification number 94-3317175)	Fee and Cost	Mark Todzo Lexington Law Group 503 Divisadero Street San Francisco, CA 94117

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<b>Payee</b>	<b>Type</b>	<b>Deliver To</b>
Center For Environmental Health (Taxpayer identification number 94-3251981)	Fee and Cost	Mark Todzo Lexington Law Group 503 Divisadero Street San Francisco, CA 94117

**For payments by wire transfer or ACH:**

<b>Payee</b>	<b>Type</b>	<b>Deliver To</b>
OEHHA (Taxpayer identification number 68-0284486)	Penalty	OEHHA (bank information to be provided by counsel for CEH)
Lexington Law Group, LLP IOLTA (Taxpayer identification number 94-6001385)	Combined Penalty, ASP, Fee and Cost to CEH/LLG	Lexington Law Group, LLP IOLTA (bank information to be provided by counsel for CEH)

**EXHIBIT A**  
**Quick Quack Car Wash Holdings**

**1. Name of Settling Defendant: Quick Quack Car Wash Holdings**

**2. Covered Products: Receipt Paper**

**3. Provisions of Section 3.1 that apply (check all that apply):**

3.1.1 ✓          3.1.2          3.1.3

**4. Person(s) to Receive Notices (Pursuant to Section 8.2):**

Kenny Williams, Esq.  
6020 West Oaks Blvd., Ste. 300  
Rocklin, CA 95765  
[kennyw@dontdrivedirty.com](mailto:kennyw@dontdrivedirty.com)

**5. Date of 60-Day Notice of Violation (Pursuant to Section 1.2): 08.01.2025**

**6. Complaint Naming Settling Defendant (Pursuant to Section 1.4):** *Center for Environmental Health v. AESOP USA, INC., et al.*, San Francisco County Superior Court Case No. CGC-25-623997

**a. Date Complaint Filed:** April 3, 2025

**b. Date Settling Defendant(s) Named in Complaint:** November 12, 2025

**7. Defendant's Settlement Payment and Allocation (Pursuant to Section 5):**

<b>Payment Type</b>	<b>Payment Amount</b>
Total Settlement Payment	<b>\$18,750</b>
Civil Penalty (Total)	\$4,900
-OEHHA (75%)	\$3,675
-CEH (25%)	\$1,225
Additional Settlement Payment	\$3,550
Total Attorneys' Fees and Costs	\$10,300

-LLG Fees and Costs	\$8,800
-CEH Fees and Costs	\$1,500

**8. Payee and Delivery Information (Pursuant to Section 5):**

**For payments by check:**

<b>Payee</b>	<b>Type</b>	<b>Deliver To</b>
OEHHA (Taxpayer identification number 68-0284486)	Penalty	<p><b>For United States Postal Service Delivery:</b></p> <p>Attn: Mike Gyurics Fiscal Operations Branch Chief Office of Environmental Health Hazard Assessment P.O. Box 4010, MS #19B Sacramento, CA 95812-4010</p> <p><b>For Non-United States Postal Service Delivery:</b></p> <p>Attn: Mike Gyurics Fiscal Operations Branch Chief Office of Environmental Health Hazard Assessment 1001 I Street, MS #19B Sacramento, CA 95814</p>
Center For Environmental Health (Taxpayer identification number 94-3251981)	Penalty	Mark Todzo Lexington Law Group 503 Divisadero Street San Francisco, CA 94117
Center For Environmental Health (Taxpayer identification number 94-3251981)	ASP	Mark Todzo Lexington Law Group 503 Divisadero Street San Francisco, CA 94117
Lexington Law Group (Taxpayer identification number 94-3317175)	Fee and Cost	Mark Todzo Lexington Law Group 503 Divisadero Street San Francisco, CA 94117

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<b>Payee</b>	<b>Type</b>	<b>Deliver To</b>
Center For Environmental Health (Taxpayer identification number 94-3251981)	Fee and Cost	Mark Todzo Lexington Law Group 503 Divisadero Street San Francisco, CA 94117

**For payments by wire transfer or ACH:**

<b>Payee</b>	<b>Type</b>	<b>Deliver To</b>
OEHHA (Taxpayer identification number 68-0284486)	Penalty	OEHHA (bank information to be provided by counsel for CEH)
Lexington Law Group, LLP IOLTA (Taxpayer identification number 94-6001385)	Combined Penalty, ASP, Fee and Cost to CEH/LLG	Lexington Law Group, LLP IOLTA (bank information to be provided by counsel for CEH)

**EXHIBIT A**  
**Shake Shack Enterprises, LLC**  
**Shake Shack California, LLC**

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- 2
- 3 **1. Name of Settling Defendant:** Shake Shack Enterprises, LLC and Shake Shack
- 4 California, LLC
- 5 **2. Covered Products:** Thermal printing paper
- 6 **3. Provisions of Section 3.1 that apply (check all that apply):**
- 7  3.1.1             3.1.2             3.1.3
- 8 **4. Person(s) to Receive Notices (Pursuant to Section 8.2):**
- 9 Tracie Chesterman
- 10 (tchesterman@shakeshack.com)
- 11 **5. Date of 60-Day Notice of Violation (Pursuant to Section 1.2):** May 2, 2025
- 12 **6. Complaint Naming Settling Defendant (Pursuant to Section 1.4):** *Center for*
- 13 *Environmental Health v. AESOP USA, INC., et al.*, San Francisco County Superior Court
- 14 *Case No. CGC-25-623997*
- 15 **a. Date Complaint Filed:** April 3, 2025
- 16 **b. Date Settling Defendant(s) Named in Complaint:** July 21, 2025
- 17 **7. Defendant's Settlement Payment and Allocation (Pursuant to Section 5):**
- 18

<b>Payment Type</b>	<b>Payment Amount</b>
Total Settlement Payment	<b>\$12,500</b>
Civil Penalty (Total)	\$3,300
-OEHHA (75%)	\$2,475
-CEH (25%)	\$825
Additional Settlement Payment	\$2,325
Total Attorneys' Fees and Costs	\$6,875
-LLG Fees and Costs	\$5,900

-CEH Fees and Costs	\$975
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**8. Payee and Delivery Information (Pursuant to Section 5):**

**For payments by check:**

Payee	Type	Deliver To
OEHHA (Taxpayer identification number 68-0284486)	Penalty	<p><b>For United States Postal Service Delivery:</b></p> <p>Attn: Mike Gyurics Fiscal Operations Branch Chief Office of Environmental Health Hazard Assessment P.O. Box 4010, MS #19B Sacramento, CA 95812-4010</p> <p><b>For Non-United States Postal Service Delivery:</b></p> <p>Attn: Mike Gyurics Fiscal Operations Branch Chief Office of Environmental Health Hazard Assessment 1001 I Street, MS #19B Sacramento, CA 95814</p>
Center For Environmental Health (Taxpayer identification number 94-3251981)	Penalty	Mark Todzo Lexington Law Group 503 Divisadero Street San Francisco, CA 94117
Center For Environmental Health (Taxpayer identification number 94-3251981)	ASP	Mark Todzo Lexington Law Group 503 Divisadero Street San Francisco, CA 94117
Lexington Law Group (Taxpayer identification number 94-3317175)	Fee and Cost	Mark Todzo Lexington Law Group 503 Divisadero Street San Francisco, CA 94117

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<b>Payee</b>	<b>Type</b>	<b>Deliver To</b>
Center For Environmental Health (Taxpayer identification number 94-3251981)	Fee and Cost	Mark Todzo Lexington Law Group 503 Divisadero Street San Francisco, CA 94117

**For payments by wire transfer or ACH:**

<b>Payee</b>	<b>Type</b>	<b>Deliver To</b>
OEHHA (Taxpayer identification number 68-0284486)	Penalty	OEHHA (bank information to be provided by counsel for CEH)
Lexington Law Group, LLP IOLTA (Taxpayer identification number 94-6001385)	Combined Penalty, ASP, Fee and Cost to CEH/LLG	Lexington Law Group, LLP IOLTA (bank information to be provided by counsel for CEH)

**EXHIBIT A**  
**[Name of Settling Defendant]**

1. **Name of Settling Defendant: SMCP USA, Inc.**
2. **Covered Products: Thermal Receipt Paper**
3. **Provisions of Section 3.1 that apply (check all that apply):**

3.1.1            3.1.2            3.1.3

4. **Person(s) to Receive Notices (Pursuant to Section 8.2):**  
Michael D. Abraham, Esq.  
mabraham@bartkopavia.com
5. **Date of 60-Day Notice of Violation (Pursuant to Section 1.2):**  
**CEH's June 30, 2025 Notice of Violation**
6. **Complaint Naming Settling Defendant (Pursuant to Section 1.4):** *Center for Environmental Health v. AESOP USA, INC., et al.*, San Francisco County Superior Court Case No. CGC-25-623997
  - a. **Date Complaint Filed: April 3, 2025**
  - b. **Date Settling Defendant(s) Named in Complaint:**  
**SCMP USA, INC.**

**7. Defendant's Settlement Payment and Allocations (Pursuant to Section 5):**

<b>Payment Type</b>	<b>Amount</b>
Total Settlement Payment	\$12,500
Civil Penalty (Total)	\$3,300
-OEHHA (75%)	\$2,475
-CEH (25%)	\$825
Additional Settlement Payment	\$2,325
Total Attorneys' Fees and Costs	\$6,875
-LLG Fees and Costs	\$5,900

-CEH Fees and Costs	\$975
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**8. Payee and Delivery Information (Pursuant to Section 5):**

**For payments by check:**

Payee	Type	Deliver To
OEHHA (Taxpayer identification number 68-0284486)	Penalty	<p><b>For United States Postal Service Delivery:</b></p> <p>Attn: Mike Gyurics Fiscal Operations Branch Chief Office of Environmental Health Hazard Assessment P.O. Box 4010, MS #19B Sacramento, CA 95812-4010</p> <p><b>For Non-United States Postal Service Delivery:</b></p> <p>Attn: Mike Gyurics Fiscal Operations Branch Chief Office of Environmental Health Hazard Assessment 1001 I Street, MS #19B Sacramento, CA 95814</p>
Center For Environmental Health (Taxpayer identification number 94-3251981)	Penalty	Mark Todzo Lexington Law Group 503 Divisadero Street San Francisco, CA 94117
Center For Environmental Health (Taxpayer identification number 94-3251981)	ASP	Mark Todzo Lexington Law Group 503 Divisadero Street San Francisco, CA 94117
Lexington Law Group (Taxpayer identification number 94-3317175)	Fee and Cost	Mark Todzo Lexington Law Group 503 Divisadero Street San Francisco, CA 94117

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<b>Payee</b>	<b>Type</b>	<b>Deliver To</b>
Center For Environmental Health (Taxpayer identification number 94-3251981)	Fee and Cost	Mark Todzo Lexington Law Group 503 Divisadero Street San Francisco, CA 94117

**For payments by wire transfer or ACH:**

<b>Payee</b>	<b>Type</b>	<b>Deliver To</b>
OEHHA (Taxpayer identification number 68-0284486)	Penalty	OEHHA (bank information to be provided by counsel for CEH)
Lexington Law Group, LLP IOLTA (Taxpayer identification number 94-6001385)	Combined Penalty, ASP, Fee and Cost to CEH/LLG	Lexington Law Group, LLP IOLTA (bank information to be provided by counsel for CEH)

**EXHIBIT A**  
**Sparrow Outlets Holdco, LLC**

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3 **1. Name of Settling Defendant: Sparrow Outlets Holdco, LLC**

4 **2. Covered Products: Thermal Receipt Paper**

5 **3. Provisions of Section 3.1 that apply (check all that apply):**

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7 3.1.1<sup>1</sup> ✓      3.1.2      3.1.3

8 **4. Person(s) to Receive Notices (Pursuant to Section 8.2):**

9 Thompson Coburn, LLP  
10 Lukas Sosnicki  
11 10100 Santa Monica Blvd #500,  
Los Angeles, CA 90067  
lsosnicki@thompsoncoburn.com

12 **5. Date of 60-Day Notice of Violation (Pursuant to Section 1.2):** June 30, 2025 Notice to  
13 Hanesbrands, Inc.; November 12, 2025 Supplemental Notice of Violation to Sparrow  
14 Outlets Holdco, LLC

15 **6. Complaint Naming Settling Defendant (Pursuant to Section 1.4):** *Center for*  
16 *Environmental Health v. AESOP USA, INC., et al.*, San Francisco County Superior Court  
Case No. CGC-25-623997

17 **a. Date Complaint Filed:** April 3, 2025

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19 **b. Date Settling Defendant(s) Named in Complaint:** February 3, 2026

20 **7. Defendant's Settlement Payment and Allocation (Pursuant to Section 5):**

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Payment Type	Payment Amount
Total Settlement Payment	<b>\$7,500</b>
Civil Penalty (Total)	\$2,000
-OEHHA (75%)	\$1,500
-CEH (25%)	\$500

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28 <sup>1</sup> Sparrow Outlets Holdco, LLC does not currently operate any Hanesbrands stores in California.

1	Additional Settlement Payment	\$1,375
2	Total Attorneys' Fees and Costs	\$4,125
3	-LLG Fees and Costs	\$3,500
4	-CEH Fees and Costs	\$625

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6 **8. Defendant's Payee and Delivery Information (Pursuant to Section 5):**

7 **For payments by check:**

8	Payee	Type	Deliver To
9	OEHHA (Taxpayer identification number 68-0284486)	Penalty	<b>For United States Postal Service Delivery:</b>
10			Attn: Mike Gyurics Fiscal Operations Branch Chief Office of Environmental Health Hazard Assessment P.O. Box 4010, MS #19B Sacramento, CA 95812-4010
11			<b>For Non-United States Postal Service Delivery:</b>
12			Attn: Mike Gyurics Fiscal Operations Branch Chief Office of Environmental Health Hazard Assessment 1001 I Street, MS #19B Sacramento, CA 95814
13	Center For Environmental Health (Taxpayer identification number 94-3251981)	Penalty	Mark Todzo Lexington Law Group 503 Divisadero Street San Francisco, CA 94117
14	Center For Environmental Health (Taxpayer identification number 94-3251981)	ASP	Mark Todzo Lexington Law Group 503 Divisadero Street San Francisco, CA 94117

<b>Payee</b>	<b>Type</b>	<b>Deliver To</b>
Lexington Law Group (Taxpayer identification number 94-3317175)	Fee and Cost	Mark Todzo Lexington Law Group 503 Divisadero Street San Francisco, CA 94117
Center For Environmental Health (Taxpayer identification number 94-3251981)	Fee and Cost	Mark Todzo Lexington Law Group 503 Divisadero Street San Francisco, CA 94117

**For payments by wire transfer or ACH:**

<b>Payee</b>	<b>Type</b>	<b>Deliver To</b>
OEHHA (Taxpayer identification number 68-0284486)	Penalty	OEHHA (bank information to be provided by counsel for CEH)
Lexington Law Group, LLP IOLTA (Taxpayer identification number 94-6001385)	Combined Penalty, ASP, Fee and Cost to CEH/LLG	Lexington Law Group, LLP IOLTA (bank information to be provided by counsel for CEH)

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**EXHIBIT A**

**Yummy-Town USA, LLC and Happy Lemon West, Inc.**

**1. Name of Settling Defendant:** Yummy-Town USA, LLC and Happy Lemon West, Inc.

**2. Covered Products:** Thermal Receipt Paper

**3. Provisions of Section 3.1 that apply (check all that apply):**

3.1.1 X      3.1.2 X      3.1.3

**4. Person(s) to Receive Notices (Pursuant to Section 8.2):**

Yute Chen - [wood@happylemonusa.com](mailto:wood@happylemonusa.com);

Jeffrey Blank, Esq. - [jblank@garciarainey.com](mailto:jblank@garciarainey.com)

Jessica Yuan - [jessica@happylemonca.com](mailto:jessica@happylemonca.com)

**5. Date of 60-Day Notice of Violation (Pursuant to Section 1.2):** June 24, 2025

**6. Complaint Naming Settling Defendant (Pursuant to Section 1.4):** *Center for Environmental Health v. AESOP USA, INC., et al.*, San Francisco County Superior Court Case No. CGC-25-623997

**a. Date Complaint Filed:** April 3, 2025

**b. Date Settling Defendant(s) Named in Complaint:** October 7, 2025

**7. Defendant’s Settlement Payment and Allocation (Pursuant to Section 5):**

Payment Type	Payment Amount
Total Settlement Payment	<b>\$18,750</b>
Civil Penalty (Total)	\$4,900
-OEHHA (75%)	\$3,675
-CEH (25%)	\$1,225

Payment Type	Payment Amount
Total Settlement Payment	<b>\$18,750</b>
Civil Penalty (Total)	\$4,900
-OEHHA (75%)	\$3,675
-CEH (25%)	\$1,225

1	Additional Settlement Payment	\$3,550
2	Total Attorneys' Fees and Costs	\$10,300
3	-LLG Fees and Costs	\$8,800
4	-CEH Fees and Costs	\$1,500

8. **Payee and Delivery Information (Pursuant to Section 5):**

**For payments by check:**

Payee	Type	Deliver To
OEHHA (Taxpayer identification number 68-0284486)	Penalty	<p><b>For United States Postal Service Delivery:</b></p> <p>Attn: Mike Gyurics Fiscal Operations Branch Chief Office of Environmental Health Hazard Assessment P.O. Box 4010, MS #19B Sacramento, CA 95812-4010</p> <p><b>For Non-United States Postal Service Delivery:</b></p> <p>Attn: Mike Gyurics Fiscal Operations Branch Chief Office of Environmental Health Hazard Assessment 1001 I Street, MS #19B Sacramento, CA 95814</p>
Center For Environmental Health (Taxpayer identification number 94-3251981)	Penalty	Mark Todzo Lexington Law Group 503 Divisadero Street San Francisco, CA 94117
Center For Environmental Health (Taxpayer identification number 94-3251981)	ASP	Mark Todzo Lexington Law Group 503 Divisadero Street San Francisco, CA 94117

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<b>Payee</b>	<b>Type</b>	<b>Deliver To</b>
Lexington Law Group (Taxpayer identification number 94-3317175)	Fee and Cost	Mark Todzo Lexington Law Group 503 Divisadero Street San Francisco, CA 94117
Center For Environmental Health (Taxpayer identification number 94-3251981)	Fee and Cost	Mark Todzo Lexington Law Group 503 Divisadero Street San Francisco, CA 94117

**For payments by wire transfer or ACH:**

<b>Payee</b>	<b>Type</b>	<b>Deliver To</b>
OEHHA (Taxpayer identification number 68-0284486)	Penalty	OEHHA (bank information to be provided by counsel for CEH)
Lexington Law Group, LLP IOLTA (Taxpayer identification number 94-6001385)	Combined Penalty, ASP, Fee and Cost to CEH/LLG	Lexington Law Group, LLP IOLTA (bank information to be provided by counsel for CEH)

# **Exhibit B**

## Exhibit B

<b>Tier #</b>	<b>Tier (No. Rolls)</b>	<b>Payment Amount</b>
<b>0</b>	De-minimis	\$ 5,000
<b>0.5</b>	Amt. for drop a tier from bottom tier	\$ 7,500
<b>1</b>	1-999	\$ 12,500
<b>2</b>	1,000-4,999	\$ 18,750
<b>3</b>	5,000-24,999	\$ 25,000
<b>4</b>	25,000+	\$ 35,000

# **Exhibit C**

### **Exhibit C – List of Settling Defendants**

1. BBDI LLC and Bear Tracks Holdings LLC and BBD OpCo LLC
2. Boot Barn Inc.
3. Checkers Drive-In Restaurants, Inc.
4. Converse, Inc
5. Dick's Sporting Goods, Inc
6. DTF Assets, LLC
7. Guess?, LLC
8. Lowe's Home Centers, LLC
9. Maurice's Incorporated
10. Quick Quack Car Wash Holdings
11. Shake Shack Enterprises, LLC and Shake Shack California, LLC
12. SMCP USA, Inc.
13. Sparrow Outlets Holdco, LLC
14. Yummy-Town USA, LLC and Happy Lemon West, Inc.