

Counsel for Plaintiff
CENTER FOR ENVIRONMENTAL HEALTH

**CENTER FOR ENVIRONMENTAL
HEALTH,**

Plaintiff,

V.

AESOP USA, INC., et al.,

Defendants.

**[PROPOSED] CONSENT JUDGMENT
RE: SETTLING DEFENDANTS**

1.1 The Parties to this Consent Judgment are the Center for Environmental Health, a California non-profit corporation (“CEH”) and the defendants listed on Exhibit C (“Settling Defendants”). CEH and Settling Defendants (the “Parties”) enter into this Consent Judgment to settle certain claims asserted by CEH against Settling Defendants as set forth in the operative complaint (“Complaint”) in the above-captioned matter.

1.2 Beginning or about January 14, 2025, CEH provided a 60-day Notice of Violation of Proposition 65 to the California Attorney General, the District Attorneys of every county in

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
28

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
28

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
27
28

shall conduct any before and after printing on a randomly selected printer.

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

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

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

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

4.2.5 The Parties agree that a Notice of Violation shall not be considered a first notice of violation for purposes of Section 4.2 if either (a) the Covered Product was (i)

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 four 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:
28

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 will use such funds to continue its work
25 educating and protecting people from exposures to toxic chemicals, including BPS, in thermal
26 paper and other products. CEH may also use a portion of such funds to monitor compliance with
27 this Consent Judgment and to purchase and test Settling Defendants’ products to confirm
28 compliance. CEH shall obtain and maintain adequate records to document that ASPs are spent on
these activities and CEH agrees to provide such documentation to the Attorney General within
thirty (30) days of any request from the Attorney General. The payment pursuant to this Section

shall be made payable to the Center for Environmental Health and associated with taxpayer identification number 94-3251981. This payment shall be delivered to Lexington Law Group, LLP, 503 Divisadero Street, San Francisco, CA 94117.

5.2.3 A reimbursement of a portion of CEH's reasonable attorneys' fees and costs (including but not limited to expert and investigative costs). The attorneys' fees and cost reimbursement shall be made payable to the Lexington Law Group, LLP and associated with taxpayer identification number 88-4399775. This payment shall be delivered to Lexington Law Group, LLP, 503 Divisadero Street, San Francisco, CA 94117.

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

6. MODIFICATION AND DISPUTE RESOLUTION

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

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

7. CLAIMS COVERED AND RELEASE

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

1 7.2 Provided that a Settling Defendant complies in all material respects with its
2 obligations under Section 5 hereof, CEH, for itself and its agents, successors, and assigns,
3 releases, waives, and forever discharges any and all claims against such Settling Defendant and
4 Defendant Releasees arising from any violation of Proposition 65 or any other statutory or
5 common law claims that have been or could have been asserted by CEH regarding the failure to
6 warn about exposure to BPS arising from or in connection with Covered Products for all conduct
7 that occurred prior to the Compliance Date and all conduct in compliance with Section 3.1.

8 7.3 Provided that a Settling Defendant complies in full with its obligations under
9 Section 5 hereof, compliance with the terms of this Consent Judgment by such Settling Defendant
10 shall constitute compliance with Proposition 65 by such Settling Defendant and Defendant
11 Releasees with respect to any alleged failure to warn about BPS in Covered Products that such
12 Settling Defendant purchases for use, causes to be purchased for use, provides, or offers to
13 provide in the State of California. This paragraph shall only apply to franchisees and licensees
14 that comply with the notifications provided by the franchisor and/or licensor defendants as set
15 forth in Section 3.1.2.

16 **8. PROVISION OF NOTICE**

17 8.1 When CEH is entitled to receive any notice under this Consent Judgment, the
18 notice shall be sent by electronic mail to:

19 Mark Todzo
20 Patrick Carey
21 Lexington Law Group, LLP
22 503 Divisadero Street San Francisco, CA 94117
 mtodzo@lexlawgroup.com
 pcarey@lexlawgroup.com

23 8.2 When a Settling Defendant is entitled to receive any notice under this Consent
24 Judgment, the notice shall be sent by electronic mail to the individual(s) listed on Exhibit A for
25 such Settling Defendant. Any Party may modify the person and/or address to whom the notice is
26 to be sent by sending the other Party notice by electronic mail.

27 **9. COURT APPROVAL**

1 9.1 This Consent Judgment shall become effective upon court approval. CEH shall
2 prepare and file a Motion for Approval of this Consent Judgment and Settling Defendants shall
3 not oppose entry by the Court and will cooperate in good faith to provide information to the
4 Attorney General and/or the Court to facilitate approval of this Consent Judgment.

5 9.2 If this Consent Judgment is not entered by the Court, it shall be of no force or
6 effect and shall not be introduced into evidence or otherwise used in any proceeding for any
7 purpose.

8 **10. GOVERNING LAW AND CONSTRUCTION**

9 10.1 The terms of this Consent Judgment shall be governed by the laws of the State of
10 California.

11 **11. ATTORNEYS' FEES**

12 11.1 Should Plaintiff prevail on any motion, application for an order to show cause, or
13 other proceeding to enforce a violation of this Consent Judgment, Plaintiff shall be entitled to its
14 reasonable attorneys' fees and costs incurred as a result of such motion or application. Should a
15 Settling Defendant prevail on any motion application for an order to show cause or other
16 proceeding, that Settling Defendant may be awarded its reasonable attorneys' fees and costs
17 against Plaintiff as a result of such motion or application upon a finding by the Court that
18 Plaintiff's prosecution of the motion or application lacked substantial justification. For purposes
19 of this Consent Judgment, the term substantial justification shall carry the same meaning as used
20 in the Civil Discovery Act of 1986, Code of Civil Procedure §§ 2016, *et seq.*

21 11.2 Nothing in this Section 11 shall preclude a Party from seeking an award of
22 sanctions pursuant to law.

23 **12. ENTIRE AGREEMENT**

24 12.1 This Consent Judgment contains the sole and entire agreement and understanding
25 of the Parties with respect to the entire subject matter hereof, and any and all prior discussions,
26 negotiations, commitments, or understandings related thereto, if any, are hereby merged herein
27 and therein. There are no warranties, representations, or other agreements between the Parties
28

1 except as expressly set forth herein. No representations, oral or otherwise, express or implied,
2 other than those specifically referred to in this Consent Judgment have been made by any Party
3 hereto. No other agreements not specifically contained or referenced herein, oral or otherwise,
4 shall be deemed to exist or to bind any of the Parties hereto. Any agreements specifically
5 contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind any of the
6 Parties hereto only to the extent that they are expressly incorporated herein. No supplementation,
7 modification, waiver, or termination of this Consent Judgment shall be binding unless executed in
8 writing by the Party to be bound thereby. No waiver of any of the provisions of this Consent
9 Judgment shall be deemed or shall constitute a waiver of any of the other provisions hereof
10 whether or not similar, nor shall such waiver constitute a continuing waiver.

11 **13. RETENTION OF JURISDICTION**

12 13.1 This Court shall retain jurisdiction over this matter to implement or modify the
13 Consent Judgment.

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

15 14.1 Each signatory to this Consent Judgment certifies that they are fully authorized by
16 the Party they represent to stipulate to this Consent Judgment and to enter into and execute the
17 Consent Judgment on behalf of the Party represented and legally to bind that Party.

18 **15. SUCCESSORS AND ASSIGNS**

19 15.1 This Consent Judgment shall apply to and be binding upon CEH and Settling
20 Defendant, and their respective divisions, subdivisions, and subsidiaries, and the successors or
21 assigns of any of them.

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

23 16.1 Nothing in this Consent Judgment shall preclude CEH from resolving any claim
24 against an entity that is not Settling Defendant on terms that are different from those contained in
25 this Consent Judgment.

26 16.2 If CEH enters into any consent judgment ("Settlement Document") with any other
27 entity with respect to an alleged failure to warn of alleged exposures to BPS in receipts or thermal
28

1 receipt paper in which it agrees to different injunctive terms, a Settling Defendant may thereafter
2 seek to modify this Consent Judgment to adopt those injunctive terms and comply with them
3 instead of those presently set forth in Section 3. If a Settling Defendant seeks to adopt different
4 injunctive terms, it shall provide notice to CEH consistent with Section 6 of this Consent
5 Judgment and CEH agrees to meet and confer in accordance with that provision and not to
6 oppose the Settling Defendant's request for modification provided that the products at issue in the
7 Settlement Document are substantially similar to the Covered Products.

8 **17. EXECUTION IN COUNTERPARTS**

9 17.1 The stipulations to this Consent Judgment may be executed in counterparts and by
10 means of facsimile or portable document format (pdf), which taken together shall be deemed to
11 constitute one document.

12
13 **IT IS SO ORDERED, ADJUDGED,**
14 **AND DECREED.**

15
16 Dated: _____

Judge of the Superior Court

17
18 **IT IS SO STIPULATED:**

19 20 Dated: 09-10-2026	21 CENTER FOR ENVIRONMENTAL HEALTH 22  23 _____ 24 Kizzy Charles-Guzman 25 Director 26 Chief Executive Officer 27 28
------------------------------------	---

Dated: _____

CENTER FOR ENVIRONMENTAL HEALTH

Kizzy Charles-Guzman
Director

Dated: June 29, 2026

ARBY'S FRANCHISOR, LLC
BASKIN-ROBBINS FRANCHISING LLC
DUNKIN' DONUTS FRANCHISING LLC
JIMMY JOHN'S FRANCHISOR SPV, LLC
SONIC FRANCHISING LLC

Derek B. Ensminger

Signature

Derek Enslinger

Printed Name

VP - Litigation

Title

1 **IT IS SO STIPULATED:**

2 3 Dated: _____ 4 5 6 7 8 9 10	CENTER FOR ENVIRONMENTAL HEALTH _____ Kizzy Charles-Guzman Director
11 Dated: July 15, 2026 _____ 12 13 14 15 16 17 18 19 20	Capital One, N.A. [SETTLING DEFENDANT] Signed by:  _____ Signature BAE2408E999E48A... Sarah warren S. Howlett _____ Printed Name Director, Asst. Gen. Counsel _____ Title

1 **IT IS SO STIPULATED:**

2 3 Dated: _____ 4 5 6 7 8 9 10	CENTER FOR ENVIRONMENTAL HEALTH _____ Kizzy Charles-Guzman Director
11 Dated: 8/5/2026 _____ 12 13 14 15 16 17 18 19 20	FIVE GUYS ENTERPRISES, LLC FIVE GUYS OPERATIONS LLC  08/08 Signature _____ Jane K. Murrell _____ Printed Name _____ Secretary/Treasurer _____ Title _____

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: <u>09/08/2026 PDT</u>	LUSH HANDMADE COSMETICS, LLC
	 <u>Signer ID: JMOMSRYBXC...</u>
	Signature
	<u>Carrie Harambasic</u>
	Printed Name
	<u>Head of Business Development</u>
	Title

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: September 8, 2026	MG RESTAURANTS, INC.
	 Signature
	David Silverglide Printed Name
	President Title

1 **IT IS SO STIPULATED:**

2
3 Dated: September 8, 2026

PERFECT 85 DEGREES C, INC.

4
5
6 Signature

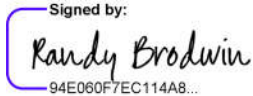
Ming-Hua Kuo

7
8 Printed Name

9
10 CEO

11 Title

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: <u>8/7/2026 4:16 PM CDT</u>	RACK ROOM SHOES, INC. Signed by:  94E060F7EC114A8... _____ Signature Randy Brodwin _____ Printed Name Chief Legal Officer _____ Title
Dated: <u>8/7/2026 4:16 PM CDT</u>	RACK ROOM SHOES OF VIRGINIA LLC Signed by:  94E060F7EC114A8... _____ Signature Randy Brodwin _____ Printed Name Chief Legal Officer _____ Title

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: <u>September 1, 2026</u>	[SETTLING DEFENDANT] See's Candies, Inc.; See's Candy Shops, Inc.  _____ Signature Beth Kotran _____ Printed Name General Counsel _____ Title
---------------------------------	--

1 **IT IS SO STIPULATED:**

2 3 Dated: _____ 4 5 6 7 8 9 10	CENTER FOR ENVIRONMENTAL HEALTH _____ Kizzy Charles-Guzman Director
11 12 Dated: <u>07/01/2026</u> 13 14 15 16 17 18 19 20	ZWILLING J.A. HENCKELS LLC <i>Dorothy Montgomery</i> _____ Signature Dorothy Montgomery _____ Printed Name CFO _____ Title

Exhibit A

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A

Arby's Franchisor, LLC, Dunkin' Donuts Franchising LLC, Baskin-Robbins Franchising LLC,
Jimmy John's Franchisor SPV, LLC, Sonic Franchising LLC

1. Name of Settling Defendant(s): Arby's Franchisor, LLC, Dunkin' Donuts Franchising
LLC, Baskin-Robbins Franchising LLC, Jimmy John's Franchisor SPV, LLC, Sonic
Franchising LLC

2. Covered Products: Thermal Receipts and Labels/Stickers

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(s) of 60-Day Notice of Violation (Pursuant to Section 1.2):

Arby's Franchisor, LLC – June 9, 2025
Dunkin' Donuts Franchising LLC – May 2, 2025 (receipts), June 9, 2025 (labels)
Baskin-Robbins Franchising LLC – June 17, 2026
Jimmy John's Franchisor SPV, LLC – June 17, 2026
Sonic Franchising LLC – May 2, 2026

6. Complaint Naming Settling Defendant(s) (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:

Arby's Franchisor, LLC – October 7, 2025
Dunkin' Donuts Franchising LLC – May 18, 2026 (receipt and labels)
Baskin-Robbins Franchising LLC – August 24, 2026
Jimmy John's Franchisor SPV, LLC – May 18, 2026
Sonic Franchising LLC – May 18, 2026

7. Defendants' Settlement Payment and Allocations (Pursuant to Section 5):

Payment Type	Amount
Total Settlement Payment	\$35,000

Civil Penalty (Total)	\$9,000
-OEHHA (75%)	- \$6,750
-CEH (25%)	- \$2,250
Additional Settlement Payment	\$6,750
Total Attorneys' Fees and Costs	\$19,250

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

For payments by check:

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Payee	Type	Deliver To
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 88-4399775)	Fee and Cost	Mark Todzo Lexington Law Group 503 Divisadero Street San Francisco, CA 94117

For payments by wire transfer or ACH:

Payee	Type	Deliver To
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 and ASP to CEH, Fee and Cost to 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: Capital One, N.A.

2. Covered Products: BPS 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):

Gregory Doll, gdoll@dollamir.com, 515 S. Flower St., Ste. 1812, Los Angeles, CA 90071

5. Date of 60-Day Notice of Violation (Pursuant to Section 1.2): April 11, 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: July 3, 2025

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

Payment Type	Amount
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

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

For payments by check:

Payee	Type	Deliver To
OEHHA (Taxpayer identification number 68-0284486)	Penalty	For United States Postal Service Delivery: Attn: Mike Gyurics Fiscal Operations Branch Chief Office of Environmental Health Hazard Assessment P.O. Box 4010, MS #19B Sacramento, CA 95812-4010 For Non-United States Postal Service Delivery: 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 88-4399775)	Fee and Cost	Mark Todzo Lexington Law Group 503 Divisadero Street San Francisco, CA 94117

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

For payments by wire transfer or ACH:

Payee	Type	Deliver To
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 and ASP to CEH, Fee and Cost to LLG	Lexington Law Group, LLP IOLTA (bank information to be provided by counsel for CEH)

EXHIBIT A
[Five Guys Enterprises, LLC and Five Guys Operations LLC]

1. Name of Settling Defendants: Five Guys Enterprises, LLC and Five Guys Operations 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):

Erin Roberts
Chief People Officer & Deputy General
Counsel
Five Guys Enterprises LLC
eroberts@fiveguys.com

David A. Berkley
Courtney C. Wenrick
Womble Bond Dickinson (US) LLP
400 Spectrum Center Drive, Suite 1700
Irvine, CA 92618
David.Berkley@wbd-us.com
Courtney.Wenrick@wbd-us.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: July 21, 2025

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

Payment Type	Payment Amount
Total Settlement Payment	\$35,000

Civil Penalty (Total)	\$9,000
-OEHHA (75%)	\$6,750
-CEH (25%)	\$2,250
Additional Settlement Payment	\$6,750
Attorneys' Fees and Costs	\$19,250

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

For payments by check:

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

Payee	Type	Deliver To
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 88-4399775)	Fee and Cost	Mark Todzo Lexington Law Group 503 Divisadero Street San Francisco, CA 94117

For payments by wire transfer or ACH:

Payee	Type	Deliver To
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 and ASP to CEH, Fee and Cost to LLG	Lexington Law Group, LLP IOLTA (bank information to be provided by counsel for CEH)

EXHIBIT A
LUSH HANDMADE COSMETICS, LLC

1. Name of Settling Defendant:

Lush Handmade Cosmetics, LLC erroneously sued as LUSH FRESH HANDMADE COSMETICS, LLC

2. Covered Products: Thermal Labels

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

X

3.1.1

3.1.2

3.1.3

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

Cheryl S. Chang
BLANK ROME LLP
2029 Century Park East
6th Floor
Los Angeles, CA 90067
Cheryl.chang@blankrome.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:

May 18, 2026 erroneously sued as LUSH FRESH HANDMADE COSMETICS, LLC

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

Payment Type	Payment Amount
Total Settlement Payment	\$12,500

Civil Penalty (Total)	\$3,300
-OEHHA (75%)	\$2,475
-CEH (25%)	\$825
Additional Settlement Payment	\$2,325
Attorneys' Fees and Costs	\$6,875

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

For payments by check:

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

Payee	Type	Deliver To
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 88-4399775)	Fee and Cost	Mark Todzo Lexington Law Group 503 Divisadero Street San Francisco, CA 94117

For payments by wire transfer or ACH:

Payee	Type	Deliver To
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 and ASP to CEH, Fee and Cost to LLG	Lexington Law Group, LLP IOLTA (bank information to be provided by counsel for CEH)

**EXHIBIT A
MG RESTAURANTS, INC.**

1. **Name of Settling Defendant: MG Restaurants, Inc.**
2. **Covered Products:** Thermal adhesive paper, sticky-back thermal paper, thermal stickers, and thermal receipt paper.
3. Provisions of Section 3.1 that apply (check all that apply):
- X 3.1.1 ~~3.1.2~~ ~~3.1.3~~
4. **Person(s) to Receive Notices (Pursuant to Section 8.2):**
- MG Restaurants, Inc.
563 Clay Street
San Francisco, CA 94111
ATTN: General Counsel segdal@mixtgreens.com
5. **Date of 60-Day Notice of Violation (Pursuant to Section 1.2):** June 24, 2025 (thermal adhesive paper, sticky-back thermal paper, and thermal stickers) and July 16, 2025 (thermal receipt paper)
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:** May 18, 2026
7. **Defendant's Settlement Payment and Allocation (Pursuant to Section 5):**

Payment Type	Payment Amount
Total Settlement Payment	\$7,500
Civil Penalty (Total)	\$2,000
-OEHHA (75%)	\$1,500
-CEH (25%)	\$500
Additional Settlement Payment	\$1,375

Attorneys' Fees and Costs	\$4,125
---------------------------	---------

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

For payments by check:

Payee	Type	Deliver To
OEHHA (Taxpayer identification number 68-0284486)	Penalty	For United States Postal Service Delivery: Attn: Mike Gyurics Fiscal Operations Branch Chief Office of Environmental Health Hazard Assessment P.O. Box 4010, MS #19B Sacramento, CA 95812-4010 For Non-United States Postal Service Delivery: 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 88-4399775)	Fee and Cost	Mark Todzo Lexington Law Group 503 Divisadero Street San Francisco, CA 94117

For payments by wire transfer or ACH:

Payee	Type	Deliver To
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 and ASP to CEH, Fee and Cost to LLG	Lexington Law Group, LLP IOLTA (bank information to be provided by counsel for CEH)

EXHIBIT A
Perfect 85 Degrees C, Inc. (including affiliates Winpin 85 Investments, LLC and Golden 85 Investments, LLC)

1. Name of Settling Defendant: Perfect 85 Degrees C, 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):

Jeffrey Blank, Esq. –
jblank@garciarainey.com

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

Payment Type	Payment Amount
Total Settlement Payment	\$25,000
Civil Penalty (Total)	\$6,500
-OEHHA (75%)	\$4,875
-CEH (25%)	\$1,625
Additional Settlement Payment	\$4,750
Attorneys' Fees and Costs	\$13,750

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

For payments by check:

Payee	Type	Deliver To
OEHHA (Taxpayer identification number 68-0284486)	Penalty	For United States Postal Service Delivery: Attn: Mike Gyurics Fiscal Operations Branch Chief Office of Environmental Health Hazard Assessment P.O. Box 4010, MS #19B Sacramento, CA 95812-4010 For Non-United States Postal Service Delivery: 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 88-4399775)	Fee and Cost	Mark Todzo Lexington Law Group 503 Divisadero Street San Francisco, CA 94117

For payments by wire transfer or ACH:

Payee	Type	Deliver To
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 and ASP to CEH, Fee and Cost to LLG	Lexington Law Group, LLP IOLTA (bank information to be provided by counsel for CEH)

EXHIBIT A
Rack Room Shoes, Inc.; Rack Room Shoes of Virginia LLC

- 1. Name of Settling Defendants:** Rack Room Shoes, Inc.; Rack Room Shoes of Virginia LLC
- 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):**
- Sedina L. Banks
Sherry E. Jackman
Greenberg Glusker LLP
2049 Century Park East, Ste. 2600
Los Angeles, CA 90067
sbanks@greenbergglusker.com
sjackman@greenbergglusker.com
- 5. Date of 60-Day Notice of Violation (Pursuant to Section 1.2):** June 30, 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. Defendants' Settlement Payment and Allocation (Pursuant to Section 5):**

Payment Type	Payment Amount
Total Settlement Payment	\$25,000
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
---------------------------------	----------

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

For payments by check:

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

Payee	Type	Deliver To
Lexington Law Group (Taxpayer identification number 88-4399775)	Fee and Cost	Mark Todzo Lexington Law Group 503 Divisadero Street San Francisco, CA 94117

For payments by wire transfer or ACH:

Payee	Type	Deliver To
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 and ASP to CEH, Fee and Cost to LLG	Lexington Law Group, LLP IOLTA (bank information to be provided by counsel for CEH)

EXHIBIT A
See's Candy Shops, Inc.; See's Candies, Inc.

1. Name of Settling Defendants: See's Candy Shops, Inc.; See's Candies, 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 3.1.3

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

William F. Tarantino
Morrison & Foerster LLP
425 Market Street
San Francisco, CA 94105-2482
WTarantino@mofo.com

5. Date of 60-Day Notice of Violation (Pursuant to Section 1.2): June 30, 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	\$12,500
Civil Penalty (Total)	\$3,300
-OEHHA (75%)	\$2,475
-CEH (25%)	\$825
Additional Settlement Payment	\$2,325
Attorneys' Fees and Costs	\$6,875

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

For payments by check:

Payee	Type	Deliver To
OEHHA (Taxpayer identification number 68-0284486)	Penalty	For United States Postal Service Delivery: Attn: Mike Gyurics Fiscal Operations Branch Chief Office of Environmental Health Hazard Assessment P.O. Box 4010, MS #19B Sacramento, CA 95812-4010 For Non-United States Postal Service Delivery: 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 88-4399775)	Fee and Cost	Mark Todzo Lexington Law Group 503 Divisadero Street San Francisco, CA 94117

For payments by wire transfer or ACH:

Payee	Type	Deliver To
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 and ASP to CEH, Fee and Cost to LLG	Lexington Law Group, LLP IOLTA (bank information to be provided by counsel for CEH)

**EXHIBIT A
ZWILLING J.A. HENCKELS, LLC**

1. Name of Settling Defendant: Zwilling J.A. Henckels, LLC

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):

Adam S. Hamburg, ashamburg@vorys.com
2211 Michelson Drive, Suite 500, Irvine, CA 92162

5. Date of 60-Day Notice of Violation (Pursuant to Section 1.2): June 30, 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):

Payment Type	Amount
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

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

For payments by check:

Payee	Type	Deliver To
OEHHA (Taxpayer identification number 68-0284486)	Penalty	For United States Postal Service Delivery: Attn: Mike Gyurics Fiscal Operations Branch Chief Office of Environmental Health Hazard Assessment P.O. Box 4010, MS #19B Sacramento, CA 95812-4010 For Non-United States Postal Service Delivery: 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 88-4399775)	Fee and Cost	Mark Todzo Lexington Law Group 503 Divisadero Street San Francisco, CA 94117

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

For payments by wire transfer or ACH:

Payee	Type	Deliver To
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 and ASP to CEH, Fee and Cost to LLG	Lexington Law Group, LLP IOLTA (bank information to be provided by counsel for CEH)

Exhibit B

Exhibit B

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

Exhibit C

Exhibit C – List of Settling Defendants

1. Arby's Franchisor, LLC, Dunkin' Donuts Franchising LLC, Baskin-Robbins Franchising LLC, Jimmy John's Franchisor SPV, LLC, and Sonic Franchising LLC
2. Capital One, N.A.
3. Five Guys Enterprises, LLC and Five Guys Operations LLC
4. Lush Handmade Cosmetics, LLC
5. MG Restaurants, Inc.
6. Perfect 85 Degrees C, Inc.
7. Rack Room Shoes, Inc. and Rack Room Shoes of Virginia LLC
8. See's Candy Shops, Inc. and See's Candies, Inc.
9. Zwilling J.A. Henckels, LLC