

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 60-day Notices 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 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 Settling 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, shipping labels, or price tags/stickers in the State of California, or some combination of the
9 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 Settling Defendants as defendants. The Complaint was subsequently amended to
12 name additional Settling Defendants. On July 21, 2025, CEH filed the operative First Amended
13 Complaint. The specific date each Settling Defendant was added to the Complaint is set forth on
14 the Exhibit A for 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 that were or could have been raised
20 in the Complaint based on the facts alleged therein with respect to Covered Products that Settling
21 Defendants either distributed, purchased for use, sold, offered to sell, provided, or offered to
22 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, shipping
7 labels, or price tags/stickers, as identified for each Settling Defendant on Exhibit A.

8 2.3 “BPS Free” means Covered Products that have no BPS intentionally added.

9 2.4 “Effective Date” means the date of notice of entry of this Consent Judgment.

10 **3. INJUNCTIVE RELIEF**

11 3.1 **Reformulation of Covered Products.** As of the Compliance Date and thereafter,
12 a Settling Defendant shall comply with each of the following that apply to it as set forth in
13 Exhibit A:

14 3.1.1 A Settling Defendant that operates locations in California shall only
15 purchase, distribute, or cause to distribute Covered Products for use in its California locations that
16 are BPS Free and shall notify such California locations to only use Covered Products that are
17 BPS Free.

18 3.1.2 A Settling Defendant that is a franchisor or licensor shall notify its
19 franchisees/licensees with locations in California of this Consent Judgment and its requirement to
20 only use Covered Products that are BPS free.

21 3.1.3 A Settling Defendant that ships goods or merchandise to customers in
22 California with return shipping labels that are printed on thermal printing paper shall only include
23 return shipping labels that are BPS Free with the goods or merchandise shipped to customers in
24 California.

25 3.2 A Settling Defendant may, in accordance with the enforcement terms in Section 4
26 below, rely on written specifications/representations, test results, or a certificate of compliance
27 from its Covered Products supplier(s) to comply with the foregoing obligations.

1 **4. ENFORCEMENT**

2 **4.1 General Enforcement Provisions.** The Parties may, by motion or application for
3 an order to show cause before this Court, enforce the terms and conditions contained in this
4 Consent Judgment. Subject to the provisions of Section 4.2, the parties shall meet and confer on
5 any alleged violation of this Consent Judgment before bringing any such motion or application.

6 **4.2 Enforcement of Section 3.**

7 **4.2.1** Prior to bringing any motion or application to enforce the requirements
8 of Section 3 above, CEH shall provide the affected Settling Defendant(s) with a notice setting
9 forth the factual basis for the alleged violation of Section 3 (“Notice of Violation”). For purposes
10 of enforcement, a detection in excess of 200 parts per million (“ppm”) of total BPS content
11 creates a rebuttable presumption that a Covered Product is not BPS Free. The Notice of
12 Violation must include (i) a copy of the receipt(s) or other allegedly violative thermal paper, (ii)
13 if a receipt does not contain a register number, a description and/or photograph of the location of
14 the register from which such receipt was printed sufficient to allow the Settling Defendant to
15 identify the register, or a description of the location from which other allegedly violative Covered
16 Products were found, and (iii) any test results or other data establishing that the Covered Product
17 was not BPS Free.

18 **4.2.2** The Settling Defendant shall provide its response to the Notice of
19 Violation within 45 days.

20 **4.2.2.1** If a Settling Defendant’s response to a Notice of Violation served
21 under this Section 4 demonstrates the Covered Product used at the location identified in the
22 Notice of Violation was obtained directly or indirectly from an upstream supplier that is a party to
23 a consent judgment providing substantially equivalent or more protective reformulation
24 requirements from this set of related cases, CEH shall take no further action against the Settling
25 Defendant except as set forth herein. If the upstream supplier successfully demonstrates the
26 Covered Product was BPS Free, CEH shall notify the Settling Defendant, which may then
27 respond in accordance with Section 4.2.2.2 or clean the identified register.

1 4.2.2.2 If thermal receipt paper is the Covered Product at issue in the
2 Notice of Violation, the Settling Defendant may respond to a Notice of Violation by providing
3 test results of the thermal receipt paper used in the register identified in the Notice of Violation
4 before and after a receipt is printed.

5 a) If the thermal receipt paper before printing contains less than 200 ppm of total BPS and
6 the thermal receipt paper after printing contains less than 200 ppm of total BPS, Settling
7 Defendant shall provide CEH with a sample of the Covered Product printed from the
8 register so that CEH may confirm the testing. In the event that CEH's test of the Covered
9 Product sample shows that the product contains more than 200 ppm of total BPS, the
10 Parties shall meet and confer regarding an appropriate remedy. In the event the Parties
11 are unable to reach an agreement, CEH may bring a motion to enforce the Consent
12 Judgment. In the event that CEH's test of the Covered Product sample confirms that there
13 is less than 200 ppm of total BPS, CEH shall take no further action on the Notice of
14 Violation.

15 b) If the thermal receipt paper before printing contains more than 200 ppm of total BPS the
16 Settling Defendant's response to the Notice of Violation shall identify all known direct
17 and indirect suppliers of the thermal receipt paper and provide CEH with a sample of the
18 thermal receipt paper from the register identified in the Notice of Violation before
19 printing. If the direct or indirect suppliers of the thermal receipt paper are not party to a
20 consent judgment providing substantially equivalent or more protective reformulation
21 requirements, the Settling Defendant shall take commercially reasonable steps to obtain
22 an alternative supplier or work with its current supplier to ensure compliant Covered
23 Product is procured moving forward. If Settling Defendant is unable to do so within 90
24 days following its receipt of the NOV, it shall meet and confer with CEH regarding an
25 appropriate remedy.

26 c) If the thermal receipt paper before printing contains less than 200 ppm of total BPS and
27 the thermal receipt paper after printing contains 200 ppm or more of total BPS, the
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1 Settling Defendant shall take steps to clean each register identified in the Notice of
2 Violation pursuant to manufacturer recommendations, in order to reduce the potential for
3 future contamination and shall include in its response to the Notice of Violation
4 confirmation that such cleaning has been or will be promptly undertaken.

- 5 d) CEH shall not be entitled to any monetary remedy for alleged violation of this Consent
6 Judgment from any Settling Defendant who complies with the injunctive relief in
7 subsections 4.2.2.2(b) and (c) in response to a first Notice of Violation.

8 4.2.2.3 If a label, sticker, or shipping label is the Covered Product in the
9 Notice of Violation, the same procedure as described in Section 4.2.2.2 shall apply, except as
10 provided in this Section 4.2.2.3.

- 11 a) If there are multiple label, sticker, or shipping label printers at the retail
12 location described in the Notice of Violation, the Settling Defendant
13 shall conduct any before and after printing on a randomly selected
14 printer.

- 15 b) Any cleaning required by Section 4.2.2.2(c) shall be done on all
16 printers on which the label, sticker, or shipping label was capable of
17 being printed at the retail location described in the Notice of Violation.

18 4.2.2.4 If, in response to a first Notice of Violation, the Settling Defendant
19 does not or is unable to produce the testing described in Sections 4.2.2.2 or 4.2.2.3, CEH shall
20 take no further action against the Settling Defendant if it demonstrates the following in response
21 to a first Notice of Violation under this Consent Judgment: (i) the thermal receipt paper used at
22 the location at which the allegedly violative Covered Product was provided was obtained from a
23 direct or indirect supplier that had provided a written specification, test result, or certificate of
24 compliance that the Covered Product was BPS Free, and (ii) the alleged violation has been cured
25 by the Settling Defendant.

26 4.2.3 If a Settling Defendant is a franchisor or licensor, and it provides CEH
27 with evidence it notified its franchisee or licensee location that is the subject of a first Notice of
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1 Violation to purchase BPS Free Covered Products in response to a Notice of Violation, CEH shall
2 take no further action against the Settling Defendant on the condition the Settling Defendant
3 provides CEH with the contact information for the relevant franchisee or licensee. CEH shall
4 also take no further action against a franchisee or licensee location subject to a first Notice of
5 Violation. However, CEH may proceed in accordance with section 4.2.4 against licensors or
6 franchisors for subsequent Notices of Violation, for licensor or franchisor owned locations, when
7 they do not change suppliers or take other corrective action that resolves the alleged violation.

8 4.2.4 After the first Notice of Violation, subsequent Notices of Violation
9 shall be subject to the provisions of Sections 4.1 and 4.2. Should attempts at informal resolution
10 fail, CEH may file its enforcement motion or application. The prevailing party on any motion to
11 enforce this Consent Judgment shall be entitled to its reasonable attorneys' fees and costs
12 associated with the motion.

13 4.2.5 The Parties agree that a Notice of Violation shall not be considered a
14 first notice of violation for purposes of Section 4.2.1 if:

- 15 (a) the Covered Product was (i) released by this Consent Judgment or (ii)
16 otherwise complied with its injunctive terms;
17 (b) the Notice of Violation was (i) withdrawn or (ii) successfully
18 contested; or
19 (c) the Settling Defendant had not previously received a Notice of
20 Violation for a Covered Product supplied by the same supplier.

21 4.3 **Remedies.** In the event that CEH and a Settling Defendant are unable to resolve a
22 Notice of Violation at a retail location that the Settling Defendant owns or operates, CEH may
23 seek injunctive relief in the form of an order from the Court requiring the Settling Defendant to
24 provide a clear and reasonable warning of exposures to BPS in thermal paper at the location(s)
25 identified in the Notice of Violation, unless the Settling Defendant changes suppliers of thermal
26 paper or cleans the printer(s) identified in the Notice of Violation. Nothing in this Section 4 shall
27 affect the Court's authority in an enforcement proceeding to impose appropriate monetary
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remedies, if any, including penalties, Additional Settlement Payments, and/or sanctions.

5. PAYMENTS

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

5.2 Allocation of Payments. The total settlement amount for each Settling Defendant shall be paid in four separate checks in the amounts specified on the Exhibit A for such Settling Defendant delivered as set forth thereon, or by wire transfer or ACH payment as specified in Section 5.2.4. Any failure by Settling Defendant to comply with the payment terms herein shall be subject to a stipulated late fee to be paid by Settling Defendant in the amount of \$100 for each day the full payment is not received after the applicable payment due date set forth in Section 5.1. The late fees required under this Section shall be recoverable, together with reasonable attorneys' fees and costs, in an enforcement proceeding brought pursuant to Section 4 of this Consent Judgment. The funds paid by each Settling Defendant shall be allocated as set forth on that Settling Defendant's Exhibit A among the following:

5.2.1 A civil penalty pursuant to Health & Safety Code § 25249.7(b). The civil penalty payment shall be apportioned in accordance with Health & Safety Code § 25249.12 (25% to CEH and 75% to the State of California's Office of Environmental Health Hazard Assessment ("OEHHA")). Accordingly, the OEHHA portion of the civil penalty payment shall be made payable to OEHHA and associated with taxpayer identification number 68-0284486. This payment shall be delivered by one of the following methods:

For United States Postal Service Delivery:

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

The CEH portion of the civil penalty payment 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.

5.2.2 An ASP to CEH pursuant to Health & Safety Code § 25249.7(b), and California Code of Regulations, Title 11, § 3204. CEH will use such funds to continue its work educating and protecting people from exposures to toxic chemicals, including BPS, in thermal paper and other products. CEH may also use a portion of such funds to monitor compliance with this Consent Judgment and to purchase and test Settling Defendants' products to confirm 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.

1 **6. MODIFICATION AND DISPUTE RESOLUTION**

2 6.1 **Modification.** This Consent Judgment may be modified from time to time by
3 express written agreement of the Parties, with the approval of the Court, or by an order of this
4 Court upon motion.

5 6.2 **Notice; Meet and Confer.** Any Party seeking to modify this Consent Judgment
6 shall attempt in good faith to meet and confer with all affected Parties prior to filing a motion to
7 modify the Consent Judgment.

8 **7. CLAIMS COVERED AND RELEASE**

9 7.1 Provided that a Settling Defendant complies in full with its obligations under
10 Section 5 hereof, this Consent Judgment is a full, final, and binding resolution between CEH on
11 behalf of itself and the public interest and such Settling Defendant and its parents, subsidiaries,
12 affiliated entities that are under common ownership, directors, officers, employees, agents,
13 shareholders, predecessors, successors, assigns, attorneys, franchisees, and licensees (“Defendant
14 Releasees”), of any violation of Proposition 65 based on failure to warn about alleged exposure to
15 BPS contained in Covered Products for all conduct that occurred prior to the Compliance Date.

16 7.2 Provided that a Settling Defendant complies in all material respects with its
17 obligations under Section 5 hereof, CEH, for itself and its agents, successors, and assigns,
18 releases, waives, and forever discharges any and all claims against such Settling Defendant and
19 Defendant Releasees arising from any violation of Proposition 65 or any other statutory or
20 common law claims that have been or could have been asserted by CEH regarding the failure to
21 warn about exposure to BPS arising from or in connection with Covered Products for all conduct
22 that occurred prior to the Compliance Date and all conduct in compliance with Section 3.1.

23 7.3 Provided that a Settling Defendant complies in full with its obligations under
24 Section 5 hereof, compliance with the terms of this Consent Judgment by such Settling Defendant
25 shall constitute compliance with Proposition 65 by such Settling Defendant and Defendant
26 Releasees with respect to any alleged failure to warn about BPS in Covered Products that such
27 Settling Defendant purchases for use, causes to be purchased for use, provides, or offers to
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1 provide in the State of California. This paragraph shall only apply to franchisees and licensees
2 that comply with the notifications provided by the franchisor and/or licensor defendants as set
3 forth in Section 3.1.2.

4 **8. PROVISION OF NOTICE**

5 8.1 When CEH is entitled to receive any notice under this Consent Judgment, the
6 notice shall be sent by electronic mail to:

7 Mark Todzo
8 Patrick Carey
9 Lexington Law Group, LLP
10 503 Divisadero Street San Francisco, CA 94117
mtodzo@lexlawgroup.com
pcarey@lexlawgroup.com

11 8.2 When a Settling Defendant is entitled to receive any notice under this Consent
12 Judgment, the notice shall be sent by electronic mail to the individual(s) listed on Exhibit A for
13 such Settling Defendant. Any Party may modify the person and/or address to whom the notice is
14 to be sent by sending the other Party notice by electronic mail.

15 **9. COURT APPROVAL**

16 9.1 This Consent Judgment shall become effective upon court approval. CEH shall
17 prepare and file a Motion for Approval of this Consent Judgment and Settling Defendants shall
18 not oppose entry by the Court and will cooperate in good faith to provide information to the
19 Attorney General and/or the Court to facilitate approval of this Consent Judgment.

20 9.2 If this Consent Judgment is not entered by the Court, it shall be of no force or
21 effect and shall not be introduced into evidence or otherwise used in any proceeding for any
22 purpose.

1 **10. GOVERNING LAW AND CONSTRUCTION**

2 10.1 The terms of this Consent Judgment shall be governed by the laws of the State of
3 California.

4 **11. ATTORNEYS' FEES**

5 11.1 Should Plaintiff prevail on any motion, application for an order to show cause, or
6 other proceeding to enforce a violation of this Consent Judgment, Plaintiff shall be entitled to its
7 reasonable attorneys' fees and costs incurred as a result of such motion or application. Should a
8 Settling Defendant prevail on any motion application for an order to show cause or other
9 proceeding, that Settling Defendant may be awarded its reasonable attorneys' fees and costs
10 against Plaintiff as a result of such motion or application upon a finding by the Court that
11 Plaintiff's prosecution of the motion or application lacked substantial justification. For purposes
12 of this Consent Judgment, the term substantial justification shall carry the same meaning as used
13 in the Civil Discovery Act of 1986, Code of Civil Procedure §§ 2016, *et seq.*

14 11.2 Nothing in this Section 11 shall preclude a Party from seeking an award of
15 sanctions pursuant to law.

16 **12. ENTIRE AGREEMENT**

17 12.1 This Consent Judgment contains the sole and entire agreement and understanding
18 of the Parties with respect to the entire subject matter hereof, and any and all prior discussions,
19 negotiations, commitments, or understandings related thereto, if any, are hereby merged herein
20 and therein. There are no warranties, representations, or other agreements between the Parties
21 except as expressly set forth herein. No representations, oral or otherwise, express or implied,
22 other than those specifically referred to in this Consent Judgment have been made by any Party
23 hereto. No other agreements not specifically contained or referenced herein, oral or otherwise,
24 shall be deemed to exist or to bind any of the Parties hereto. Any agreements specifically
25 contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind any of the
26 Parties hereto only to the extent that they are expressly incorporated herein. No supplementation,
27 modification, waiver, or termination of this Consent Judgment shall be binding unless executed in
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1 writing by the Party to be bound thereby. No waiver of any of the provisions of this Consent
2 Judgment shall be deemed or shall constitute a waiver of any of the other provisions hereof
3 whether or not similar, nor shall such waiver constitute a continuing waiver.

4 **13. RETENTION OF JURISDICTION**

5 13.1 This Court shall retain jurisdiction of this matter to implement or modify the
6 Consent Judgment.

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

8 14.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized
9 by the Party he or she represents to stipulate to this Consent Judgment and to enter into and
10 execute the Consent Judgment on behalf of the Party represented and legally to bind that Party.

11 **15. SUCCESSORS AND ASSIGNS**

12 15.1 This Consent Judgment shall apply to and be binding upon CEH and Settling
13 Defendants, and each of their respective divisions, subdivisions, and subsidiaries, and the
14 successors or assigns of any of them.

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

16 16.1 Nothing in this Consent Judgment shall preclude CEH from resolving any claim
17 against an entity that is not Settling Defendant on terms that are different from those contained in
18 this Consent Judgment.

19 16.2 If CEH enters into any consent judgment (“Settlement Document”) with any other
20 entity with respect to an alleged failure to warn of alleged exposures to BPS in receipts or thermal
21 receipt paper in which it agrees to different injunctive terms, a Settling Defendant may thereafter
22 seek to modify this Consent Judgment to adopt those injunctive terms and comply with them
23 instead of those presently set forth in Section 3. If a Settling Defendant seeks to adopt different
24 injunctive terms, it shall provide notice to CEH consistent with Section 6 of this Consent
25 Judgment and CEH agrees to meet and confer in accordance with that provision and not to
26 oppose the Settling Defendant’s request for modification provided that the products at issue in the
27 Settlement Document are substantially similar to the Covered Products.

1 **17. EXECUTION IN COUNTERPARTS**

2 17.1 The stipulations to this Consent Judgment may be executed in counterparts and by
3 means of facsimile or portable document format (pdf), which taken together shall be deemed to
4 constitute one document.

5
6 **IT IS SO ORDERED, ADJUDGED,**
7 **AND DECREED.**

8
9 Dated: _____
10 Judge of the Superior Court

11 **IT IS SO STIPULATED:**

12 Dated: 09-10-2026	13 CENTER FOR ENVIRONMENTAL HEALTH 14  15 _____ 16 Kizzy Charles-Guzman 17 Director 18 Chief Executive Officer 19 20 21 22 23 24 25 26 27 28
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Dated: 8/13/2026

**GOTO FOODS LLC; CINNABON LLC;
and CINNABON FRANCHISOR SPV LLC**



Signature

Hans Schmidt

Printed Name

Vice President & Associate General Counsel

Title

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Dated: July 9, 2026 | 11:37 AM PDT
_____, 2026

JACK IN THE BOX, INC.

DocuSigned by:

Timothy P Lindell
BA48EC875F634E6

Signature

Timothy P Lindell

Printed Name

VP Brand Services, General Counsel

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Dated: <u>8/13/2026 15:41 PDT</u> , 2026	L'OREAL USA, INC. & AESOP USA, INC.
	Signed by:  D2FD8ABB9FE54C8...
	Signature
	Diego Pichardo
	Printed Name
	Vice President - Luxe A&P Finance
	Title

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Dated: July 15, 2026	MCDONALD’S CORPORATION, MCDONALD’S USA, LLC, and MCDONALD’S RESTAURANTS OF CALIFORNIA, INC. DocuSigned by: <i>Hal Merck</i> 9B09DF1C6FC24F7... Signature Hal Merck Printed Name VP of Global Litigation Title
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Dated: June 30, 2025⁶

NEW BALANCE ATHLETICS, INC.



Signature

PAUL R. GAURON

Printed Name

BVP

Title

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Dated: <u>Jul-07-2026</u> , 2026	PAPA JOHN'S INTERNATIONAL, INC. <u>Caroline Oyler</u> Signature <u>Caroline Oyler</u> Printed Name <u>Chief Administrative Officer</u> Title
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Dated: <u>August 4, 2026</u>	QDOBA RESTAURANT CORPORATION DocuSigned by: <i>Jesus Alvarez</i> 8417DBBDFE5745A... Signature <u>Jesus Alvarez</u> Printed Name <u>Director, Risk Management</u> Title
Dated: <u>August 4, 2026</u>	QDOBA FRANCHISOR LLC DocuSigned by: <i>Jesus Alvarez</i> 8417DBBDFE5745A... Signature <u>Jesus Alvarez</u> Printed Name <u>Director, Risk Management</u> Title

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Dated: <u>8/10/2026</u>	SAVE MART SUPERMARKETS LLC THE SAVE MART COMPANIES LLC Signed by:  61EE94723AA14B4... Signature Stephanie Wu Printed Name SVP and General Counsel Title
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Dated: _____, 2025 6/29/2026 6:26 PM PDT	SWEETGREEN, INC. DocuSigned by: <i>George Pauta</i> 9C05DBE7557E498... Signature George Pauta Printed Name Deputy General Counsel Title
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Exhibit A

EXHIBIT A
GOTO FOODS LLC; CINNABON LLC; and
CINNABON FRANCHISOR SPV LLC

- 1. Name of Settling Defendant:** GOTO FOODS LLC; CINNABON LLC; and CINNABON FRANCHISOR SPV 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):**
 D's Counsel and/or Client contact hschmidt@focusbrands.com
- 5. Date of 60-Day Notice of Violation (Pursuant to Section 1.2):** 4/11/2025 (Cinnabon entities) 6/17/2026 (GoTo Foods LLC)
- 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:** 7/3/2025 (Cinnabon entities)
8/28/2026 (GoTo Foods)
- 7. Defendant's Settlement Payment and Allocation (Pursuant to Section 5.1):**

Payment Type	
Total Settlement Payment	\$30,000
Civil Penalty (Total)	\$7,800
-OEHHA (75%)	\$5,850
-CEH (25%)	\$1,950
Additional Settlement Payment	\$5,700
Total Attorneys' Fees and Costs	\$16,500

8. Defendant's Allocation of Payments (Pursuant to Section 5.1):

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

EXHIBIT A
[Name of Settling Defendant]

- 1. Name of Settling Defendant:** Jack in the Box, Inc.
- 2. Covered Products:** Thermal Receipt Paper used for printing receipts.
- 3. Provisions of Section 3.1 that apply (check all that apply):**
 3.1.1 and 3.1.2
 3.1.1 3.1.2 3.1.3
- 4. Person(s) to Receive Notices (Pursuant to Section 8.2):** Brian M. Ledger, Gordon Rees Scully Mansukhani, LLP, 101 W. Broadway, Suite 2000, San Diego, CA 92101 (619) 230-7729, bledger@grsm.com
 D's Counsel and/or Client contact: Timothy Lindell, General Counsel, Jack in the Box, Inc., 9357 Spectrum Center Blvd., San Diego, CA 92123
- 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 25, 2025
- 7. Defendant's Settlement Payment and Allocation (Pursuant to Section 5.1):** \$40,000.00

Payment Type	
Total Settlement Payment	\$40,000.00
Civil Penalty (Total)	\$10,400.00
-OEHHA (75%)	\$7,800.00
-CEH (25%)	\$2,600.00
Additional Settlement Payment	\$7,600.00
Total Attorneys' Fees and Costs	\$22,000.00

8. Defendant's Allocation of Payments (Pursuant to Section 5.1):

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

EXHIBIT A
L'Oreal USA, Inc.

1. Name of Settling Defendant: L'Oreal USA, Inc. & Aesop USA, 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):

Greg Sperla
DLA Piper LLP
555 Mission St., Suite 2400
San Francisco, CA 94105
Greg.sperla@us.dlapiper.com

5. Date of 60-Day Notice of Violation (Pursuant to Section 1.2): Jan. 14, 2025 & May 26, 2026

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: August 7, 2026

7. Defendant's Settlement Payment and Allocation (Pursuant to Section 5.1):

Payment Type	Payment Amount
Total Settlement Payment	\$40,000
Civil Penalty (Total)	\$10,400
-OEHHA (75%)	\$7,800
-CEH (25%)	\$2,600
Additional Settlement Payment	\$7,600
Total Attorneys' Fees and Costs	\$22,000

8. Defendant's Allocation of Payments (Pursuant to Section 5.1):

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

EXHIBIT A**McDonald's Corporation, McDonald's USA, LLC, and
McDonald's Restaurants of California, Inc.**

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3 **1. Name of Settling Defendant:** McDonald's Corporation, McDonald's USA, LLC, and
McDonald's Restaurants of California, Inc.
- 4 **2. Covered Products:** Thermal Receipt Paper
- 5 **3. Provisions of Section 3.1 that apply (check all that apply):**
- 6 3.1.1 X 3.1.2 X 3.1.3
- 7
- 8 **4. Person(s) to Receive Notices (Pursuant to Section 8.2):**
- 9 D's Counsel and/or Client contact scholastica.baker@us.mcd.com
- 10 **5. Date of 60-Day Notice of Violation (Pursuant to Section 1.2):** February 10, 2025
- 11
- 12 **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
13 Case No. CGC-25-623997
- 14 **a. Date Complaint Filed:** April 3, 2025
- 15
- 16 **b. Date Settling Defendant(s) Named in Complaint:** May 6, 2025
- 17
- 18 **7. Defendant's Settlement Payment and Allocation (Pursuant to Section 5.1):**

Payment Type	
Total Settlement Payment	\$40,000
Civil Penalty (Total)	\$10,400
-OEHHA (75%)	\$7,800
-CEH (25%)	\$2,600
Additional Settlement Payment	\$7,600
Total Attorneys' Fees and Costs	\$22,000

8. Defendant's Allocation of Payments (Pursuant to Section 5.1):

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

EXHIBIT A
[Name of Settling Defendant]

1. Name of Settling Defendant: New Balance Athletics, Inc.

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 Counsel: Georgia Ravitz -- gravitz@orrick.com
New Balance: Erin Michael -- erin.michael@newbalance.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: July 21, 2025

7. Defendant's Settlement Payment and Allocation (Pursuant to Section 5.1):

Payment Type	
Total Settlement Payment	\$30,000
Civil Penalty (Total)	\$7,800
-OEHHA (75%)	\$5,850
-CEH (25%)	\$1,950
Additional Settlement Payment	\$5,700
Total Attorneys' Fees and Costs	\$16,500

8. Defendant's Allocation of Payments (Pursuant to Section 5.1):

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

EXHIBIT A
[Name of Settling Defendant]

- 1. Name of Settling Defendant:** Papa John's International, Inc.
- 2. Covered Products:** Thermal Receipt Paper used for printing receipts
- 3. Provisions of Section 3.1 that apply (check all that apply):**
 3.1.1 and 3.1.2
 3.1.1 3.1.2 3.1.3
- 4. Person(s) to Receive Notices (Pursuant to Section 8.2):** Brian M. Ledger, Gordon Rees Scully Mansukhani, LLP, 101 W. Broadway, Suite 2000, San Diego, CA 92101 (619) 230-7729, bledger@grsm.com
 D's Counsel and/or Client contact: Brad Cunningham, Vice President, Global Operations, Litigation and Employment Counsel, 2002 Papa John's Blvd., Louisville KY 40299
- 5. Date of 60-Day Notice of Violation (Pursuant to Section 1.2):** May 2, 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 25, 2025
- 7. Defendant's Settlement Payment and Allocation (Pursuant to Section 5.1):** \$30,000.00

Payment Type	
Total Settlement Payment	\$30,000.00
Civil Penalty (Total)	\$7,800.00
-OEHHA (75%)	\$5,850.00
-CEH (25%)	\$1,950.00
Additional Settlement Payment	\$5,700.00
Total Attorneys' Fees and Costs	\$16,500.00

8. Defendant's Allocation of Payments (Pursuant to Section 5.1):

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

EXHIBIT A
[Name of Settling Defendant]

1. Name of Settling Defendants: QDOBA RESTAURANT CORPORATION and QDOBA FRANCHISOR LLC

2. Covered Products: Labels

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):

Cathy Tang
Chief Legal Officer
Qdoba Restaurant Corporation
350 Camino de la Reina, Suite 400,
San Diego, CA 92108
Cathy.Tang@qdoba.com

Jesus Alvarez
Director, Risk Management & Asset
Protection
Qdoba Restaurant Corporation
350 Camino de la Reina, Suite 400,
San Diego, CA 92108
Jesus.Alvarez@qdoba.com

Eva Gala
Sr. Risk and Claims Manager
Qdoba Restaurant Corporation
350 Camino de la Reina, Suite 400,
San Diego, CA 92108
Eva.Gala@qdoba.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 Second Amended Complaint Filed: May 18, 2026

b. Date Settling Defendant(s) Named in Complaint: May 18, 2026

7. Defendant's Settlement Payment and Allocation (Pursuant to Section 5.1):

Payment Type	Payment Amount
Total Settlement Payment	\$20,000
Civil Penalty (Total)	\$5,200
-OEHHA (75%)	\$3,900
-CEH (25%)	\$1,300
Additional Settlement Payment	\$3,800
Attorneys' Fees and Costs	\$11,000

8. Defendant's Allocation of Payments (Pursuant to Section 5.1):

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

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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

EXHIBIT A
Save Mart Supermarkets LLC; The Save Mart Companies LLC; and Affiliated Entities and Banners

1. Name of Settling Defendant: Save Mart Supermarkets LLC; The Save Mart Companies LLC

2. Covered Products: All thermal printing paper and thermal labels of any kind purchased for use, used, provided, or offered by Settling Defendant, including without limitation thermal paper used to print customer receipts, coupons, or tickets, and thermal labels, tags, or stickers of any kind (including shipping, scale, deli, bakery, produce, price, shelf, and barcode labels), at or for Settling Defendant's retail locations, distribution centers, and other facilities in California.

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):

Stephanie Wu, SVP and General Counsel, – Stephanie.Wu@Savemart.com; with a copy to Tiffany Monroe, Assistant General Counsel –	Tiffany.Monroe@SaveMart.com; and a copy to LegalServices@Savemart.com.
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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 3, 2025

7. Defendant's Settlement Payment and Allocation (Pursuant to Section 5.1):

Payment Type	Payment Amount

Total Settlement Payment	\$60,000
Civil Penalty (Total)	\$15,500
-OEHHA (75%)	\$11,625
-CEH (25%)	\$3,875
Additional Settlement Payment	\$11,500
Total Attorneys' Fees and Costs	\$33,000

8. Defendant's Allocation of Payments (Pursuant to Section 5.1):

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

EXHIBIT A
[Name of Settling Defendant]

1. **Name of Settling Defendant:** Sweetgreen, Inc.
2. **Covered Products:** Thermal Receipt Paper used for printing receipts
3. Provisions of Section 3.1 that apply (check all that apply):
- 3.1.1
- 3.1.1 3.1.2 3.1.3
4. **Person(s) to Receive Notices (Pursuant to Section 8.2):** Brian M. Ledger, Gordon Rees Scully Mansukhani, LLP, 101 W. Broadway, Suite 2000, San Diego, CA 92101 (619) 230-7729, bledger@grsm.com
D's Counsel and/or Client contact: George Pauta, Sweetgreen, Inc., 3102 West 36th Street, Los Angeles, CA 90018
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:** July 21, 2025
7. **Defendant's Settlement Payment and Allocation (Pursuant to Section 5.1):** \$20,000.00

Payment Type	
Total Settlement Payment	\$20,000.00
Civil Penalty (Total)	\$5,200.00
-OEHHA (75%)	\$3,900.00
-CEH (25%)	\$1,300.00
Additional Settlement Payment	\$3,800.00
Total Attorneys' Fees and Costs	\$11,000.00

8. Defendant's Allocation of Payments (Pursuant to Section 5.1):

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

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	\$ 12,500
1	1-999	\$ 20,000
2	1,000-4,999	\$ 30,000
3	5,000-24,999	\$ 40,000
4	25,000+	\$ 60,000

Exhibit C

Exhibit C – List of Settling Defendants

1. GoTo Foods LLC, Cinnabon LLC, and Cinnabon Franchisor SPV LLC
2. Jack in the Box, Inc.
3. L'Oreal USA, Inc. and Aesop USA, Inc.
4. McDonald's Corporation, McDonald's USA, LLC, and McDonald's Restaurants of California, Inc.
5. New Balance Athletics, Inc.
6. Papa John's International, Inc.
7. Qdoba Restaurant Corporation and Qdoba Franchisor LLC
8. Save Mart Supermarkets LLC and The Save Mart Companies LLC
9. Sweetgreen, Inc.