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Counsel for Plaintiff
CENTER FOR ENVIRONMENTAL HEALTH

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN FRANCISCO

| | |
|---|---|
| **CENTER FOR ENVIRONMENTAL HEALTH,**<br><br>**Plaintiff,**<br><br>**v.**<br><br>**AESOP USA, INC., *et al.*,**<br><br>**Defendants.** | Case No. CGC-25-623997<br><br>**[PROPOSED] CONSENT JUDGMENT RE: SETTLING DEFENDANTS** |

## 1. INTRODUCTION

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

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

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

1.4 On April 3, 2025, CEH filed the original Complaint in the above-captioned matter, followed by the First Amended Complaint on July 21, 2025. On May 18, 2026, CEH filed the operative Second Amended Complaint (the "Complaint"). The specific date each Settling Defendant was added to the pleadings is set forth on the Exhibit A for each such Settling Defendant.

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

1.6 Nothing in this Consent Judgment is or shall be construed as an admission by the Parties of any fact, conclusion of law, issue of law, or violation of law, nor shall compliance with the Consent Judgment constitute or be construed as an admission by the Parties of any fact, conclusion of law, issue of law, or violation of law. Nothing in this Consent Judgment shall prejudice, waive or impair any right, remedy, argument, or defense the Parties may have in any

other pending or future legal proceedings. This Consent Judgment is the product of negotiation and compromise and is accepted by the Parties solely for purposes of settling, compromising, and resolving issues disputed in this action.

**2. DEFINITIONS**

2.1 "Compliance Date" means ninety (90) days after the Effective Date.

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

2.3 "BPS Free" means Covered Products that have no BPS intentionally added.

2.4 "Effective Date" means the date of notice of entry of this Consent Judgment.

**3. INJUNCTIVE RELIEF**

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

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

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

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

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

## 4. ENFORCEMENT

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

4.2 **Enforcement of Section 3**.

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

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

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

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

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

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

c) If the thermal receipt paper before printing contains less than 200 ppm of total BPS and the thermal receipt paper after printing contains 200 ppm or more of total BPS, the

Settling Defendant shall take steps to clean each register identified in the Notice of Violation pursuant to manufacturer recommendations, in order to reduce the potential for future contamination and shall include in its response to the Notice of Violation confirmation that such cleaning has been or will be promptly undertaken.

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

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

a) If there are multiple label, sticker, or shipping label printers at the retail location described in the Notice of Violation, the Settling Defendant 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 at the retail location described in the Notice of Violation.

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 BPS 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 BPS 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, for licensor or franchisor owned locations, 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. The prevailing party on any motion to enforce this Consent Judgment shall be entitled to its reasonable attorneys' fees and costs associated with the motion.

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

(a) the Covered Product was (i) released by this Consent Judgment or (ii) otherwise complied with its injunctive terms;

(b) the Notice of Violation was (i) withdrawn or (ii) successfully contested; or

(c) the Settling Defendant had not previously received a Notice of Violation for a Covered Product supplied by the same supplier.

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

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. Any electronic payment of the non-OEHHA portion shall be made to

LLG's IOLTA account and associated with taxpayer identification number 94-6001385. In addition, if a Settling Defendant elects to render payment electronically, it shall pay an additional $300 processing fee to the LLG IOLTA account.

## 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.

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

7.3 Provided that a Settling Defendant complies in full with its obligations under Section 5 hereof, compliance with the terms of this Consent Judgment by such Settling Defendant

shall constitute compliance with Proposition 65 by such Settling Defendant and Defendant Releasees with respect to any alleged failure to warn about BPS in Covered Products that such Settling Defendant purchases for use, causes to be purchased for use, provides, or offers to provide in the State of California. This paragraph shall only apply to franchisees and licensees that comply with the notifications provided by the franchisor and/or licensor defendants as set forth in Section 3.1.2.

**8. PROVISION OF NOTICE**

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

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

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

**9. COURT APPROVAL**

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

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

## 10. GOVERNING LAW AND CONSTRUCTION

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

## 11. ATTORNEYS' FEES

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

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

## 12. ENTIRE AGREEMENT

12.1 This Consent Judgment contains the sole and entire agreement and understanding of the Parties with respect to the entire subject matter hereof, and any and all prior discussions, negotiations, commitments, or understandings related thereto, if any, are hereby merged herein and therein. There are no warranties, representations, or other agreements between the Parties except as expressly set forth herein. No representations, oral or otherwise, express or implied, other than those specifically referred to in this Consent Judgment have been made by any Party hereto. No other agreements not specifically contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind any of the Parties hereto. Any agreements specifically contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind any of the Parties hereto only to the extent that they are expressly incorporated herein. No supplementation, modification, waiver, or termination of this Consent Judgment shall be binding unless executed in

writing by the Party to be bound thereby. No waiver of any of the provisions of this Consent Judgment shall be deemed or shall constitute a waiver of any of the other provisions hereof whether or not similar, nor shall such waiver constitute a continuing waiver.

**13. RETENTION OF JURISDICTION**

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

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

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

**15. SUCCESSORS AND ASSIGNS**

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

**16. NO EFFECT ON OTHER SETTLEMENTS**

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

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

**17. EXECUTION IN COUNTERPARTS**

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

**IT IS SO ORDERED, ADJUDGED, AND DECREED.**

Dated: _____

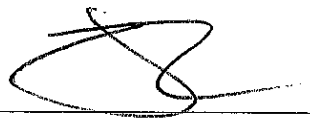
_____
Judge of the Superior Court

**IT IS SO STIPULATED:**

| | |
|---|---|
| Dated: 11/20/2026 | **CENTER FOR ENVIRONMENTAL HEALTH**<br><br>_____<br>Kizzy Charles-Guzman<br>CEO |

Docusign Envelope ID: 2C308CC6-C3DB-880F-837D-FBA5CA109E4F

| | |
|---|---|
| Dated: 11/20/2026 | **MOD SUPER FAST PIZZA HOLDINGS, LLC**<br><br>Signed by:<br>Marina Daniels<br>E42F04DF670F440...<br>Signature<br>Name: Marina Daniels<br>Title: COO |
| Dated: 11/20/2026 | **MOD SUPER FAST PIZZA (CALIFORNIA), LLC**<br><br>Signed by:<br>Marina Daniels<br>E42F04DF670F440...<br>Signature<br>Name: Marina Daniels<br>Title: COO |

| | |
|---|---|
| Dated: November 16, 2026 | **RALEY'S**<br><br>Signature<br><br>Jen Warner<br>Printed Name<br><br>President & COO<br>Title |

# Exhibit A

**EXHIBIT A**
**[MOD SUPER FAST PIZZA (CALIFORNIA), LLC and MOD SUPER FAST PIZZA HOLDINGS, LLC]**

1. **Name of Settling Defendant:** MOD SUPER FAST PIZZA (CALIFORNIA), LLC and MOD SUPER FAST PIZZA HOLDINGS, LLC erroneously sued as MOD SUPER FAST PIZZA, 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):**
MOD Super Fast Pizza (California),
LLC & MOD Super Fast Pizza, LLC
Attn: Legal Department
3245 146th Pl SE, Suite 100
Bellevue, WA 98007
Email: legalsupport@modpizza.com

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 21, 2025

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

**For payments by check:**

| Payee | Type | Deliver To |
|---|---|---|
| OEHHA<br>(Taxpayer identification number 68-0284486) | Penalty | **For United States Postal Service Delivery:**<br><br>Attn: Mike Gyurics<br>Fiscal Operations Branch Chief<br>Office of Environmental Health Hazard Assessment<br>P.O. Box 4010, MS #19B<br>Sacramento, CA 95812-4010<br><br>**For Non-United States Postal Service Delivery:**<br><br>Attn: Mike Gyurics<br>Fiscal Operations Branch Chief<br>Office of Environmental Health Hazard Assessment<br>1001 I Street, MS #19B<br>Sacramento, CA 95814 |
| Center For Environmental Health<br>(Taxpayer identification number 94-3251981) | Penalty | Mark Todzo<br>Lexington Law Group<br>503 Divisadero Street<br>San Francisco, CA 94117 |
| Center For Environmental Health<br>(Taxpayer identification number 94-3251981) | ASP | Mark Todzo<br>Lexington Law Group<br>503 Divisadero Street<br>San Francisco, CA 94117 |
| Lexington Law Group<br>(Taxpayer identification number 88-4399775) | Fee and Cost | Mark Todzo<br>Lexington Law Group<br>503 Divisadero Street<br>San Francisco, CA 94117 |

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

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

**EXHIBIT A**
**Raley's**

1. **Name of Settling Defendant:** Raley's

2. **Covered Products:** Thermal labels, price tags, and stickers, including but not limited to, thermal adhesive paper, sticky-back thermal paper, and thermal stickers.

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):**

Meghan Baker (outside counsel)
Downey Brand LLP
mbaker@downeybrand.com

Brian Lim
Raley's Deputy General Counsel
blim@raleys.com

5. **Date of 60-Day Notice of Violation (Pursuant to Section 1.2):** June 27, 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:** Second Amended Complaint filed May 18, 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 |
| Attorneys' Fees and Costs | $22,000 |

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

**For payments by check:**

| Payee | Type | Deliver To |
|---|---|---|
| OEHHA<br>(Taxpayer identification number 68-0284486) | Penalty | **For United States Postal Service Delivery:**<br><br>Attn: Mike Gyurics<br>Fiscal Operations Branch Chief<br>Office of Environmental Health Hazard Assessment<br>P.O. Box 4010, MS #19B<br>Sacramento, CA 95812-4010<br><br>**For Non-United States Postal Service Delivery:**<br><br>Attn: Mike Gyurics<br>Fiscal Operations Branch Chief<br>Office of Environmental Health Hazard Assessment<br>1001 I Street, MS #19B<br>Sacramento, CA 95814 |
| Center For Environmental Health<br>(Taxpayer identification number 94-3251981) | Penalty | Mark Todzo<br>Lexington Law Group<br>503 Divisadero Street<br>San Francisco, CA 94117 |
| Center For Environmental Health<br>(Taxpayer identification number 94-3251981) | ASP | Mark Todzo<br>Lexington Law Group<br>503 Divisadero Street<br>San Francisco, CA 94117 |
| Lexington Law Group<br>(Taxpayer identification number 88-4399775) | Fee and Cost | Mark Todzo<br>Lexington Law Group<br>503 Divisadero Street<br>San Francisco, CA 94117 |

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

| Payee | Type | Deliver To |
|---|---|---|
| OEHHA<br>(Taxpayer identification number 68-0284486) | Penalty | OEHHA<br>(bank information to be provided by counsel for CEH) |
| Lexington Law Group, LLP<br>IOLTA<br>(Taxpayer identification number 94-6001385) | Combined Penalty and ASP to CEH, Fee and Cost to LLG, Processing Fee to LLG | Lexington Law Group, LLP<br>IOLTA<br>(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 | $ 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. MOD Super Fast Pizza (California), LLC
2. MOD Super Fast Pizza Holdings, LLC (erroneously sued as MOD Super Fast Pizza LLC)
3. Raley's