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Attorneys for Plaintiff
Environmental Health Advocates, Inc.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN FRANCISCO

ENVIRONMENTAL HEALTH ADVOCATES, INC., **Plaintiff,** **v.** **ALDI INC., *et al.*,** **Defendants.**	Case No. CGC-25-627429 **[PROPOSED] CONSENT JUDGMENT RE: SETTLING DEFENDANTS**

1. INTRODUCTION

1.1 The Parties to this Consent Judgment are the Environmental Health Advocates, Inc., ("EHA" or "Plaintiff") and the defendants listed on Exhibit C ("Settling Defendants"). EHA and Settling Defendants (the "Parties") enter into this Consent Judgment to settle certain claims asserted by EHA against Settling Defendants as set forth in the operative complaint ("Complaint") in the above-captioned matter.

1.2 Beginning or about May 9, 2025 EHA 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 July 21, 2025, EHA filed a Complaint for the alleged violations of Proposition 65 asserted in the Notice. On October 6, 2025, Plaintiff filed a first amended complaint to add additional products and Defendants. On May 4, 2026, Plaintiff filed a second amended complaint to add additional products and Defendants. On August 20, 2026, Plaintiff filed a third amended complaint. The specific date each Settling Defendant was added to the Complaint 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, EHA 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, EHA 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, EHA 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 EHA with a sample of the Covered Product printed from the register so that EHA may confirm the testing. In the event that EHA'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, EHA may bring a motion to enforce the Consent Judgment. In the event that EHA's test of the Covered Product sample confirms that there is less than 200 ppm of total BPS, EHA 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 EHA 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 EHA 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) EHA 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, EHA 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 EHA 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, EHA shall take no further action against the Settling Defendant on the condition the Settling Defendant provides EHA with the contact information for the relevant franchisee or licensee. EHA shall also take no further action against a franchisee or licensee location subject to a first Notice of Violation. However, EHA 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, EHA 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 EHA and a Settling Defendant are unable to resolve a Notice of Violation at a retail location that the Settling Defendant owns or operates, EHA 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 six 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 EHA 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 EHA portion of the civil penalty payment shall be made payable to Environmental Health Advocates, Inc. and associated with taxpayer identification number 84-2322975. This payment shall be delivered to Entorno Law, LLP, 225 Broadway, Suite 1900, San Diego, CA 92101.

5.2.2 An Additional Settlement Payment ("ASP") in lieu of civil penalty pursuant to Health & Safety Code § 25249.7(b), and California Code of Regulations, Title 11, § 3204. EHA 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, and other chemicals in consumer products. EHA 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. EHA will obtain and maintain adequate records to document that ASPs are spent on these activities, and EHA agrees to provide such documentation to the Attorney General within thirty days of any request from the Attorney General. The EHA ASP shall be made payable to Environmental Health Advocates, Inc. and associated with taxpayer identification number 84-2322975. The EHA ASP shall be delivered to: Environmental Health Advocates, 225 Broadway, Suite 2100; San Diego, CA 92101.

5.2.3 An Additional Settlement Payment ("ASP") in lieu of civil penalty 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 Defendant's 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 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, 503 Divisadero Street, San Francisco, CA 94117.

5.2.4 A reimbursement of a portion of EHA's reasonable attorneys' fees and costs (including but not limited to expert and investigative costs). The attorneys' fees and cost reimbursement shall be made to the Entorno Law, LLP and associated with taxpayer identification number 86-1826351. This payment shall be delivered to: Attention Isaac Fayman, Entorno Law, LLP, 225 Broadway, Suite 1900, San Diego, CA 92101.

5.2.5 A reimbursement of a portion of CEH's reasonable attorneys' fees and costs for negotiating the terms of this Consent Judgment. The attorneys' fees and cost reimbursement shall be 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.

5.2.6 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 EHA 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, EHA, 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 EHA 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 EHA is entitled to receive any notice under this Consent Judgment, the notice shall be sent by electronic mail to:

Craig Nicholas
Entorno Law, LLP
225 Broadway, Suite 2100
San Diego, CA 92101
craig@entornolaw.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. EHA 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 of 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 he or she is fully authorized by the Party he or she represents 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 EHA 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 EHA 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 EHA 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 EHA consistent with Section 6 of this Consent Judgment and EHA 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: November 20, 2026	**ENVIRONMENTAL HEALTH ADVOCATES, INC.** _____ Fred Duran Director
Dated: 10/2, 2026	**SETTLING DEFENDANT:** **G & P PARTNERS DBA BIG CITY BAGELS** Kristee Gilbert Signature Kristee Gilbert Printed Name President / CEO Title

EXHIBIT A
[Name of Settling Defendant]

1. Name of Settling Defendant: G & P PARTNERS DBA BIG CITY BAGELS

2. Covered Products: receipt paper

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

3.1.1

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

Solomon Ward Seidenwurm & Smith , LLP
Mark Angert, Esq.
401 B Street, Suite 1200
San Diego, California 92101
(619) 233-0303
mangert@swsslaw.com

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

6. Complaint Naming Settling Defendant (Pursuant to Section 1.4): *Environmental Health Advocates v. Aldi Inc., et al. San Francisco County Superior Court Case No. CGC-25-627429*

a. Date Complaint Filed: July 21, 2025

b. Date Settling Defendant(s) Named in Complaint: May 4, 2026

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

Payment Type	
Total Settlement Payment	**$5,000.00**
Civil Penalty (Total)	**$650.00**
-OEHHA (75%)	$487.50
-EHA (25%)	$162.50

Additional Settlement Payment (EHA)	$250.00
Additional Settlement Payment (CEH)	$217.50
Attorneys' Fees and Costs (Entorno Law)	$3,665.00
Attorneys' Fees and Costs (Lexington Law)	$217.50

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
Entorno Law, LLP (Taxpayer identification number 86-1826351)	Penalty	Isaac Fayman Entorno Law, LLP 225 Broadway, Suite 1900 San Diego, CA 92101

Environmental Health Advocates, Inc. (Taxpayer identification number 84-2322975)	ASP	Isaac Fayman Entorno Law, LLP 225 Broadway, Suite 1900 San Diego, CA 92101
Lexington Law Group (Taxpayer identification number 94-3317175)	Fee and Cost	Mark Todzo Lexington Law Group 503 Divisadero Street San Francisco, CA 94117
Center For Environmental Health (Taxpayer identification number 94-3251981)	ASP	Mark Todzo Lexington Law Group 503 Divisadero Street San Francisco, CA 94117

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated: _____

_____
Judge of the Superior Court

IT IS SO STIPULATED:

Dated: _____, 2026	**ENVIRONMENTAL HEALTH ADVOCATES, INC.** _____ Fred Duran Director
Dated: October 19, 2026	**BATTERIES PLUS, LLC**  _____ Signature Peter Evans _____ Printed Name Chief Financial Officer _____ Title

EXHIBIT A
Batteries Plus, LLC

1. **Name of Settling Defendant:** Batteries Plus, LLC

2. **Covered Products:** Thermal printing paper

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

3.1.1 3.1.2 X 3.1.3

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

Peter Evans
Chief Financial Officer
Batteries Plus, LLC
1325 Walnut Ridge Drive
Hartland, WI 53029
pevans@batteriesplus.com

with copies to:

Gaylen L. Knack
Lathrop GPM, LLP
80 South Eighth Street
3100 IDS Center
Minneapolis, MN 55402
gaylen.knack@lathropgpm.com

and

Ronald A. Valenzuela
Lathrop GPM, LLP
2029 Century Park East
Suite 1280N
Los Angeles, CA 90067-1623
ronald.valenzuela@lathropgpm.com

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

6. **Complaint Naming Settling Defendant (Pursuant to Section 1.4):** *Environmental Health Advocates v. Aldi Inc., et al. San Francisco County Superior Court Case No. CGC-25-627429*

a. **Date Complaint Filed:** July 21, 2025

b. **Date Settling Defendant(s) Named in Complaint:** May 4, 2026

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

Payment Type	
Total Settlement Payment	$5,000.00
Civil Penalty (Total)	
-OEHHA (75%)	$487.50
-EHA (25%)	$162.50
Additional Settlement Payment (EHA)	$250.00
Additional Settlement Payment (CEH)	$217.50
Attorneys' Fees and Costs (Entorno Law)	$3665.00
Attorneys' Fees and Costs (Lexington Law)	$217.50

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
Entorno Law, LLP (Taxpayer identification number 86-1826351)	Penalty	Isaac Fayman Entorno Law, LLP 225 Broadway, Suite 1900 San Diego, CA 92101
Environmental Health Advocates, Inc. (Taxpayer identification number 84-2322975)	ASP	Isaac Fayman Entorno Law, LLP 225 Broadway, Suite 1900 San Diego, CA 92101
Lexington Law Group (Taxpayer identification number 94-3317175)	Fee and Cost	Mark Todzo Lexington Law Group 503 Divisadero Street San Francisco, CA 94117
Center For Environmental Health (Taxpayer identification number 94-3251981)	ASP	Mark Todzo Lexington Law Group 503 Divisadero Street San Francisco, CA 94117

Docusign Envelope ID: CDD9D304-5A83-8037-8123-B3FB5782B5AE

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated: _____

_____
Judge of the Superior Court

IT IS SO STIPULATED:

Dated: _____, 2026	**ENVIRONMENTAL HEALTH ADVOCATES, INC.** _____
Dated: October 10/14/26, 2026	**AMERICAN VINTAGE US CORPORATION** DocuSigned by: Sophie Paoli D69BD60A5B06492... Signature SOPHIE PAOLI Printed Name executive assistant Title

Docusign Envelope ID: CDD9D304-5A83-8037-8123-B3FB5782B5AE

EXHIBIT A
AMERICAN VINTAGE US CORPORATION

1. Name of Settling Defendant: AMERICAN VINTAGE US CORPORATION

2. Covered Products: Clothing receipts

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):
Sophie Paoli / sophie.paoli@am-vintage.com

Defendant's Counsel and/or Client contact Philip Hinerman, Fox Rothschild, LLP

5. Date of 60-Day Notice of Violation (Pursuant to Section 1.2): July 25, 2025

6. Complaint Naming Settling Defendant (Pursuant to Section 1.4): *Environmental Health Advocates, Inc. v. Calvin Klein, Inc., et al.*, San Francisco County Superior Court Case No. CGC-25-627429

a. Date Complaint Filed: July 21, 2025

b. Date Settling Defendant(s) Named in Complaint: August 20, 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)	$3,400
-OEHHA (75%)	$2,550
-EHA	$850
Additional Settlement Payment	$1400 (EHA); 1037.50 (LEH)
Total Attorneys' Fees and Costs	$13125 (Entorno), $1037.50 (Lexington)

Docusign Envelope ID: CDD9D304-5A83-8037-8123-B3FB5782B5AE

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 94-3317175)	Fee and Cost	Mark Todzo Lexington Law Group 503 Divisadero Street San Francisco, CA 94117

Docusign Envelope ID: CDD9D304-5A83-8037-8123-B3FB5782B5AE

Center For Environmental Health (Taxpayer identification number 94-3251981)	Fee and Cost	Mark Todzo Lexington Law Group 503 Divisadero Street San Francisco, CA 94117

Docusign Envelope ID: 274E032D-3BE4-8FCA-8133-9E538C700A2E

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated: _____

_____
Judge of the Superior Court

IT IS SO STIPULATED:

Dated: _____, 2026	**ENVIRONMENTAL HEALTH ADVOCATES, INC.** _____ Fred Duran Director
Dated: 11-13-2026	**URBAN PLATES, LLC** _____ Signature Jim Cannon Printed Name COO Title

EXHIBIT A
[Urban Plates LLC]

1. Name of Settling Defendant:

2. Covered Products: Receipts

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):

D's Counsel and/or Client contact

Michael J. Gleason
Hahn Loeser & Parks
One America Plaza
600 West Broadway Suite 1500
San Diego, CA 92101

5. Date of 60-Day Notice of Violation (Pursuant to Section 1.2): 6/27/25, 9/5/25 [amended], 9/26/25 [amended],

6. Complaint Naming Settling Defendant (Pursuant to Section 1.4): *Environmental Health Advocates v. Aldi Inc., et al. San Francisco County Superior Court Case No. CGC-25-627429*

a. Date Complaint Filed: July 21, 2025

b. Date Settling Defendant(s) Named in Complaint:

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

Payment Type	
Total Settlement Payment	$5,000
Civil Penalty (Total)	$650
-OEHHA (75%)	$487.50

-EHA (25%)	$162.50
Additional Settlement Payment (EHA)	$250
Additional Settlement Payment (CEH)	$217.50
Attorneys' Fees and Costs (Entorno Law)	$3,665
Attorneys' Fees and Costs (Lexington Law)	$217.50

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
Entorno Law, LLP (Taxpayer identification number 86-1826351)	Penalty	Isaac Fayman Entorno Law, LLP 225 Broadway, Suite 1900 San Diego, CA 92101

Environmental Health Advocates, Inc. (Taxpayer identification number 84-2322975)	ASP	Isaac Fayman Entorno Law, LLP 225 Broadway, Suite 1900 San Diego, CA 92101
Lexington Law Group (Taxpayer identification number 88-4399775)	Fee and Cost	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

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated: _____

_____
Judge of the Superior Court

IT IS SO STIPULATED:

Dated: _____, 2026	**ENVIRONMENTAL HEALTH ADVOCATES, INC.** _____ Fred Duran Director
Dated: November 5, 2026	**THE HONEY BAKED HAM COMPANY, LLC** _____ Signature Stephen Johnson Printed Name General Counsel Title

EXHIBIT A
The Honey Baked Ham Company, LLC

1. Name of Settling Defendant: The Honey Baked Ham Company, LLC

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)

Defendant's Counsel Caroline Plant cplant@bicklawllp.com, or Steve Johnson, General Counsel, sjohnson@hbham.com

5. Date of 60-Day Notice of Violation (Pursuant to Section 1.2):
October 10, 2025

6. Complaint Naming Settling Defendant (Pursuant to Section 1.4): *Environmental Health Advocates v. Aldi Inc., et al. San Francisco County Superior Court Case No. CGC-25-627429*

a. Date Complaint Filed: July 21, 2025

b. **Date Settling Defendant(s) Named in Complaint:** May 4, 2026

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

Payment Type	
Total Settlement Payment	$20,000
Civil Penalty (Total)	$3,400
-OEHHA (75%)	$2,550
-EHA (25%)	$850
Additional Settlement Payment (EHA)	$1,400

Additional Settlement Payment (CEH)	$1,037.50
Attorneys' Fees and Costs (Entorno Law)	$13,125
Attorneys' Fees and Costs (Lexington Law)	$1,037.50

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
Entorno Law, LLP (Taxpayer identification number 86-1826351)	Penalty	Isaac Fayman Entorno Law, LLP 225 Broadway, Suite 1900 San Diego, CA 92101
Environmental Health Advocates, Inc. (Taxpayer identification number 84-2322975)	ASP	Isaac Fayman Entorno Law, LLP 225 Broadway, Suite 1900 San Diego, CA 92101

Lexington Law Group (Taxpayer identification number 94-3317175)	Fee and Cost	Mark Todzo Lexington Law Group 503 Divisadero Street San Francisco, CA 94117
Center For Environmental Health (Taxpayer identification number 94-3251981)	ASP	Mark Todzo Lexington Law Group 503 Divisadero Street San Francisco, CA 94117

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated: _____

_____
Judge of the Superior Court

IT IS SO STIPULATED:

Dated: _____, 2026	**ENVIRONMENTAL HEALTH ADVOCATES, INC.** _____ Fred Duran Director
Dated: November 6, 2026	**AUREFLAM CORPORATION** _____ Signature Quoc Phan Printed Name President Title

EXHIBIT A
Aureflam Corporation

1. **Name of Settling Defendant:** Aureflam Corporation

2. **Covered Products:** Thermal printer 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):**

Jake Freed
Davis Wright Tremaine LLP
50 California St., Floor 23
San Francisco, CA 94111
jakefreed@dwt.com

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

6. **Complaint Naming Settling Defendant (Pursuant to Section 1.4):** *Environmental Health Advocates v. Aldi Inc., et al. San Francisco County Superior Court Case No. CGC-25-627429*

   a. **Date Complaint Filed:** July 21, 2025

   b. **Date Settling Defendant(s) Named in Complaint:** May 4, 2026

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

Payment Type	
Total Settlement Payment	**$12,500.00**
Civil Penalty (Total)	**$2,000.00**
-OEHHA (75%)	**$1,500.00**
-EHA (25%)	**$500.00**

Additional Settlement Payment (EHA)	**$900.00**
Additional Settlement Payment (CEH)	**$525.00**
Attorneys' Fees and Costs (Entorno Law)	**$8,550.00**
Attorneys' Fees and Costs (Lexington Law)	**$525.00**

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
Entorno Law, LLP (Taxpayer identification number 86-1826351)	Penalty	Isaac Fayman Entorno Law, LLP 225 Broadway, Suite 1900 San Diego, CA 92101

Environmental Health Advocates, Inc. (Taxpayer identification number 84-2322975)	ASP	Isaac Fayman Entorno Law, LLP 225 Broadway, Suite 1900 San Diego, CA 92101
Lexington Law Group (Taxpayer identification number 94-3317175)	Fee and Cost	Mark Todzo Lexington Law Group 503 Divisadero Street San Francisco, CA 94117
Center For Environmental Health (Taxpayer identification number 94-3251981)	ASP	Mark Todzo Lexington Law Group 503 Divisadero Street San Francisco, CA 94117

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated: _____

_____
Judge of the Superior Court

IT IS SO STIPULATED:

Dated: _____, 2026	**ENVIRONMENTAL HEALTH ADVOCATES, INC.** _____ Fred Duran Director
Dated: NOV. 6th, 2026	**BOBA TIME, INC.**  Signature EUNICE PAK Printed Name PRESIDENT Title

EXHIBIT A
Boba Time, Inc.

1. **Name of Settling Defendant:** Boba Time, 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):**

D's Counsel and/or Client contact:
Kevin A. Adams, Mortenson Taggart Adams LLP, kadams@mortensontaggart.com
Christopher J. Green, Mortenson Taggart Adams LLP, cgreen@mortensontaggart.com
Daniel Heo, Boba Time, Inc., daniel@itsbobatime.com

5. **Date of 60-Day Notice of Violation (Pursuant to Section 1.2):** July 18, 2025

6. **Complaint Naming Settling Defendant (Pursuant to Section 1.4):** *Environmental Health Advocates v. Aldi Inc., et al. San Francisco County Superior Court Case No. CGC-25-627429*

   a. **Date Complaint Filed:** July 21, 2025

   b. **Date Settling Defendant(s) Named in Complaint:** May 4, 2026

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

Payment Type	Amount
Total Settlement Payment	$20,000.00
Civil Penalty (Total)	$3,400.00
-OEHHA (75%)	$2,550.00
-EHA (25%)	$850.00

Additional Settlement Payment (EHA)	$1,400.00
Additional Settlement Payment (CEH)	$1,037.50
Attorneys' Fees and Costs (Entorno Law)	$13,125.00
Attorneys' Fees and Costs (Lexington Law)	$1,037.50

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
Entorno Law, LLP (Taxpayer identification number 86-1826351)	Penalty	Isaac Fayman Entorno Law, LLP 225 Broadway, Suite 1900 San Diego, CA 92101

Environmental Health Advocates, Inc. (Taxpayer identification number 84-2322975)	ASP	Isaac Fayman Entorno Law, LLP 225 Broadway, Suite 1900 San Diego, CA 92101
Lexington Law Group (Taxpayer identification number 94-3317175)	Fee and Cost	Mark Todzo Lexington Law Group 503 Divisadero Street San Francisco, CA 94117
Center For Environmental Health (Taxpayer identification number 94-3251981)	ASP	Mark Todzo Lexington Law Group 503 Divisadero Street San Francisco, CA 94117

Docusign Envelope ID: 92EE9E8B-60B4-8FF9-83CC-12670B0C62E3

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated: _____

_____
Judge of the Superior Court

IT IS SO STIPULATED:

Dated: _____, 2026	**ENVIRONMENTAL HEALTH ADVOCATES, INC.** _____ Fred Duran Director
Dated: September 30, 2026	**SJ EUS FOOD, INC.** Signed by: Bryan McCormick ABA9C735EE0F418... Signature Bryan McCormick Printed Name Director Title

EXHIBIT A
SJ EUS FOOD, INC.

1. Name of Settling Defendant: SJ EUS Food, Inc.

2. Covered Products: Thermal Receipts

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

☒ 3.1.1 ☐ 3.1.2 ☐ 3.1.3

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

SJ EUS Food, Inc.
c/o Sarku Japan
4646 E Van Buren Street, Suite 100,
Phoenix, AZ 85008
Attention: Bryan McCormick

Aaron Belzer (Bar No. 238901)
Seyfarth Shaw LLP
2029 Century Park East, Suite 3500
Los Angeles, California 90067
abelzer@seyfarth.com

5. Date of 60-Day Notice of Violation (Pursuant to Section 1.2): October 10, 2025

6. Complaint Naming Settling Defendant (Pursuant to Section 1.4): *Environmental Health Advocates v. Aldi Inc., et al. San Francisco County Superior Court Case No. CGC-25-627429*

a. Date Complaint Filed: July 21, 2025

b. Date Settling Defendant(s) Named in Complaint: August 10, 2026

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

Payment Type	
Total Settlement Payment	**$30,000.00**
Civil Penalty (Total)	$6,000.00
-OEHHA (75%)	$4,500.00
-EHA (25%)	$1,500.00
Additional Settlement Payment (EHA)	$3,000.00

Additional Settlement Payment (CEH)	$1,500.00
Attorneys' Fees and Costs (Entorno Law)	$18,000.00
Attorneys' Fees and Costs (Lexington Law)	$1,500.00

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
Entorno Law, LLP (Taxpayer identification number 86-1826351)	Penalty	Isaac Fayman Entorno Law, LLP 225 Broadway, Suite 1900 San Diego, CA 92101
Environmental Health Advocates, Inc. (Taxpayer identification number 84-2322975)	ASP	Isaac Fayman Entorno Law, LLP 225 Broadway, Suite 1900 San Diego, CA 92101

Lexington Law Group (Taxpayer identification number 94-3317175)	Fee and Cost	Mark Todzo Lexington Law Group 503 Divisadero Street San Francisco, CA 94117
Center For Environmental Health (Taxpayer identification number 94-3251981)	ASP	Mark Todzo Lexington Law Group 503 Divisadero Street San Francisco, CA 94117

328991065v.1

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 of 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 he or she is fully authorized by the Party he or she represents 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 EHA 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 EHA 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 EHA 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 EHA consistent with Section 6 of this Consent Judgment and EHA 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: _____, 2026	**ENVIRONMENTAL HEALTH ADVOCATES, INC.** _____ Fred Duran Director
☐Dated: 11/9, 2026	**NECTAR INTERNATIONAL, INC.**

Signature

Printed Name David Kelly

Title Owner

☐
☐

EXHIBIT A
NECTAR INTERNATIONAL, INC.

1. Name of Settling Defendant: Nectar International, 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):

☐

David Kelly
2048 Mentone Blvd
Mentone, CA 92359

☐

5. Date of 60-Day Notice of Violation (Pursuant to Section 1.2): July 25, 2025

6. Complaint Naming Settling Defendant (Pursuant to Section 1.4): *Environmental Health Advocates v. Aldi Inc., et al. San Francisco County Superior Court Case No. CGC-25-627429*

a. **Date Complaint Filed:** July 21, 2025

b. **Date Settling Defendant(s) Named in Complaint:** May 4, 2026

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

Payment Type	
Total Settlement Payment	**$5,000**
Civil Penalty (Total)	$650.00
-OEHHA (75%)	$487.50

-EHA (25%)	$162.50
Additional Settlement Payment (EHA)	$250.00
Additional Settlement Payment (CEH)	$217.50
Attorneys' Fees and Costs (Entorno Law)	$3,665.00
Attorneys' Fees and Costs (Lexington Law)	$217.50

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
Entorno Law, LLP (Taxpayer identification number 86-1826351)	Penalty	Isaac Fayman Entorno Law, LLP 225 Broadway, Suite 1900 San Diego, CA 92101
Environmental Health Advocates, Inc. (Taxpayer identification number 84-2322975)	ASP	Isaac Fayman Entorno Law, LLP 225 Broadway, Suite 1900 San Diego, CA 92101
Lexington Law Group (Taxpayer identification number 94-3317175)	Fee and Cost	Mark Todzo Lexington Law Group 503 Divisadero Street San Francisco, CA 94117
Center For Environmental Health (Taxpayer identification number 94-3251981)	ASP	Mark Todzo Lexington Law Group 503 Divisadero Street San Francisco, CA 94117

Exhibit B – Payment Tiers

Tier	Tier (No. Rolls)	Totals
0	De-minimis	$5,000
0.5	Tier Reduction from Tier 1	$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 – List of Settling Defendants

Nectar International, Inc.

—

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated: _____

_____
Judge of the Superior Court

IT IS SO STIPULATED:

Dated: _____, 2026	**ENVIRONMENTAL HEALTH ADVOCATES, INC.** _____ Fred Duran Director
Dated: November 12, 2026	**SETTLING DEFENDANT** _____ Christophe Bataille Chief Financial Officer/Chief Operating Officer

EXHIBIT A
[LACOSTE USA INC.]

1. Name of Settling Defendant: Lacoste USA Inc.

2. Covered Products: Thermal receipt paper

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

✓ 3.1.1 3.1.2 3.1.3

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

Lynn R. Fiorentino
ArentFox Schiff LLP
44 Montgomery Street, 38th Floor
San Francisco, CA 94104
Email: lynn.fiorentino@afslaw.com
Telephone: (415) 757-5503

5. Date of 60-Day Notice of Violation (Pursuant to Section 1.2): June 20, 2025; October 17, 2025 (Amended Notice)

6. Complaint Naming Settling Defendant (Pursuant to Section 1.4): *Environmental Health Advocates v. Aldi Inc., et al. San Francisco County Superior Court Case No. CGC-25-627429*

a. Date Complaint Filed: July 21, 2025

b. Date Settling Defendant(s) Named in Complaint: May 4, 2026 (Second Amended Complaint)

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

Payment Type	
Total Settlement Payment	**$5,000**
Civil Penalty (Total)	**$650**
-OEHHA (75%)	**$487.50**
-EHA (25%)	**$162.50**

Additional Settlement Payment (EHA)	**$250**
Additional Settlement Payment (CEH)	**$217.50**
Attorneys' Fees and Costs (Entorno Law)	**$3,665**
Attorneys' Fees and Costs (Lexington Law)	**$217.50**

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
Entorno Law, LLP (Taxpayer identification number 86-1826351)	Penalty	Isaac Fayman Entorno Law, LLP 225 Broadway, Suite 1900 San Diego, CA 92101

Environmental Health Advocates, Inc. (Taxpayer identification number 84-2322975)	ASP	Isaac Fayman Entorno Law, LLP 225 Broadway, Suite 1900 San Diego, CA 92101
Lexington Law Group (Taxpayer identification number 94-3317175)	Fee and Cost	Mark Todzo Lexington Law Group 503 Divisadero Street San Francisco, CA 94117
Center For Environmental Health (Taxpayer identification number 94-3251981)	ASP	Mark Todzo Lexington Law Group 503 Divisadero Street San Francisco, CA 94117

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated: _____

_____
Judge of the Superior Court

IT IS SO STIPULATED:

Dated: _____, 2026	**ENVIRONMENTAL HEALTH ADVOCATES, INC.** _____ Fred Duran Director
Dated: 11/11, 2026	**SETTLING DEFENDANT** _____ Signature QIONGLIN HU Printed Name of Representative for Settling Defendant CFO Title

EXHIBIT A
Melomelo San Diego Inc

1. **Name of Settling Defendant:**
Melomelo San Diego Inc
2. **Covered Products:**
Product 133
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):**

Daisy Yun Zhao, Esq.

5. **Date of 60-Day Notice of Violation (Pursuant to Section 1.2):**
October 3, 2025 (AG No. 2025-03960)

6. **Complaint Naming Settling Defendant (Pursuant to Section 1.4):** *Environmental Health Advocates v. Aldi Inc., et al. San Francisco County Superior Court Case No. CGC-25-627429*

a. **Date Complaint Filed:** July 21, 2025

b. **Date Settling Defendant(s) Named in Complaint:**
May 4, 2026

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

Payment Type	
Total Settlement Payment	$20,000.00
Civil Penalty (Total)	$3,400.00
-OEHHA (75%)	$2,550.00
-EHA (25%)	$850.00
Additional Settlement Payment (EHA)	$1,400.00
Additional Settlement Payment (CEH)	$1,037.50

Attorneys' Fees and Costs (Entorno Law)	$13,125.00
Attorneys' Fees and Costs (Lexington Law)	$1,037.50

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
Entorno Law, LLP (Taxpayer identification number 86-1826351)	Penalty	Isaac Fayman Entorno Law, LLP 225 Broadway, Suite 1900 San Diego, CA 92101
Environmental Health Advocates, Inc. (Taxpayer identification number 84-2322975)	ASP	Isaac Fayman Entorno Law, LLP 225 Broadway, Suite 1900 San Diego, CA 92101

Lexington Law Group (Taxpayer identification number 88-4399775)	Fee and Cost	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

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated: _____

_____
Judge of the Superior Court

IT IS SO STIPULATED:

Dated: _____, 2026	**ENVIRONMENTAL HEALTH ADVOCATES, INC.** _____ Fred Duran Director
Dated: November 12, 2026	**SETTLING DEFENDANT** _____ Signature _____Junya Watanabe_____ Printed Name ____CEO_____ Title

EXHIBIT A

Raki Raki & Co.

1. Name of Settling Defendant: Raki Raki & Co.

2. Covered Products: Thermal 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):

Gabriel Moore Esq. (SBN #270373)
EAST VILLAGE LAW
1205 J Street, Suite G
San Diego, CA 92101
Telephone: (619) 550-2600
Facsimile: (619) 609-0540
Email: gabe@eastvillagelawgroup.com

5. Date of 60-Day Notice of Violation (Pursuant to Section 1.2): 10/03/2025

6. Complaint Naming Settling Defendant (Pursuant to Section 1.4): *Environmental Health Advocates v. Aldi Inc., et al. San Francisco County Superior Court Case No. CGC-25-627429*

a. Date Complaint Filed: July 21, 2025

b. Date Settling Defendant(s) Named in Complaint: 05/18/2026

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

Payment Type	
Total Settlement Payment	**$5000**
Civil Penalty (Total)	**$650**
-OEHHA (75%)	**$487.50**
-EHA (25%)	**$162.50**
Additional Settlement Payment (EHA)	**$250**

Additional Settlement Payment (CEH)	**$217.50**
Attorneys' Fees and Costs (Entorno Law)	**$3665**
Attorneys' Fees and Costs (Lexington Law)	**$217.50**

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
Entorno Law, LLP (Taxpayer identification number 86-1826351)	Penalty	Isaac Fayman Entorno Law, LLP 225 Broadway, Suite 1900 San Diego, CA 92101
Environmental Health Advocates, Inc. (Taxpayer identification number 84-2322975)	ASP	Isaac Fayman Entorno Law, LLP 225 Broadway, Suite 1900 San Diego, CA 92101

Lexington Law Group (Taxpayer identification number 94-3317175)	Fee and Cost	Mark Todzo Lexington Law Group 503 Divisadero Street San Francisco, CA 94117
Center For Environmental Health (Taxpayer identification number 94-3251981)	ASP	Mark Todzo Lexington Law Group 503 Divisadero Street San Francisco, CA 94117

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated: _____

_____
Judge of the Superior Court

IT IS SO STIPULATED:

Dated: _____, 2026	**ENVIRONMENTAL HEALTH ADVOCATES, INC.** _____ Fred Duran Director
Dated: Nov. 12, 2026	**DSDC, INC.** _____ Signature Kelly Cosenza Printed Name President, DSDC Inc. Title

EXHIBIT A
DSDC, Inc.

1. Name of Settling Defendant: DSDC, 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)

Alexander P. Swanson
Rutan & Tucker, LLP
18575 Jamboree Road, 9th Floor
Irvine, CA 92612
aswanson@rutan.com

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

6. Complaint Naming Settling Defendant (Pursuant to Section 1.4): *Environmental Health Advocates v. Aldi Inc., et al. San Francisco County Superior Court Case No. CGC-25-627429*

a. Date Complaint Filed: July 21, 2025

b. **Date Settling Defendant(s) Named in Complaint:** May 4, 2026

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

Payment Type	
Total Settlement Payment	$12,500
Civil Penalty (Total)	$2,000
-OEHHA (75%)	$1,500
-EHA (25%)	$500
Additional Settlement Payment (EHA)	$900

Additional Settlement Payment (CEH)	$525
Attorneys' Fees and Costs (Entorno Law)	$8,550
Attorneys' Fees and Costs (Lexington Law)	$525

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
Entorno Law, LLP (Taxpayer identification number 86-1826351)	Penalty	Isaac Fayman Entorno Law, LLP 225 Broadway, Suite 1900 San Diego, CA 92101
Environmental Health Advocates, Inc. (Taxpayer identification number 84-2322975)	ASP	Isaac Fayman Entorno Law, LLP 225 Broadway, Suite 1900 San Diego, CA 92101

Lexington Law Group (Taxpayer identification number 94-3317175)	Fee and Cost	Mark Todzo Lexington Law Group 503 Divisadero Street San Francisco, CA 94117
Center For Environmental Health (Taxpayer identification number 94-3251981)	ASP	Mark Todzo Lexington Law Group 503 Divisadero Street San Francisco, CA 94117

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated: _____

_____
Judge of the Superior Court

IT IS SO STIPULATED:

Dated: _____, 2026	**ENVIRONMENTAL HEALTH ADVOCATES, INC.** _____ Fred Duran Director
Dated: November 9, 2026	**AVIATOR NATION, INC.** _____ Signature Dave Mason _____ Printed Name Vice President of Finance _____ Title

EXHIBIT A
AVIATOR NATION, INC.

1. Name of Settling Defendant: Aviator Nation, 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)

Mike Lane
Lewis Kohn & Walker LLP
17085 Via Del Campo
San Diego, CA 92127
858.436.1335
mlane@lewiskohn.com

Dave Mason
Aviator Nation, Inc.
6363 Regent St.
Huntington Park, CA 90255
323.553.9084
dave@aviatornation.com

5. Date of 60-Day Notice of Violation (Pursuant to Section 1.2): July 25, 2025

6. Complaint Naming Settling Defendant (Pursuant to Section 1.4): *Environmental Health Advocates v. Aldi Inc., et al. San Francisco County Superior Court Case No. CGC-25-627429*

a. Date Complaint Filed: July 21, 2025

b. **Date Settling Defendant(s) Named in Complaint:** May 4, 2026

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

Payment Type	
Total Settlement Payment	20000.00

Civil Penalty (Total)	3400.00
-OEHHA (75%)	2550.00
-EHA (25%)	850.00
Additional Settlement Payment (EHA)	1400.00
Additional Settlement Payment (CEH)	1037.50
Attorneys' Fees and Costs (Entorno Law)	13125.00
Attorneys' Fees and Costs (Lexington Law)	1037.50

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

Entorno Law, LLP (Taxpayer identification number 86-1826351)	Penalty	Isaac Fayman Entorno Law, LLP 225 Broadway, Suite 1900 San Diego, CA 92101
Environmental Health Advocates, Inc. (Taxpayer identification number 84-2322975)	ASP	Isaac Fayman Entorno Law, LLP 225 Broadway, Suite 1900 San Diego, CA 92101
Lexington Law Group (Taxpayer identification number 94-3317175)	Fee and Cost	Mark Todzo Lexington Law Group 503 Divisadero Street San Francisco, CA 94117
Center For Environmental Health (Taxpayer identification number 94-3251981)	ASP	Mark Todzo Lexington Law Group 503 Divisadero Street San Francisco, CA 94117

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated: _____

_____
Judge of the Superior Court

IT IS SO STIPULATED:

Dated: _____, 2026	**ENVIRONMENTAL HEALTH ADVOCATES, INC.** _____ Fred Duran Director
Dated: Nov 13th, 2026	**SETTLING DEFENDANT** _____ Signature Yan Chen Printed Name Co-CEO Title

EXHIBIT A
[Name of Settling Defendant]

1. Name of Settling Defendant: Feng Cha USA LLC

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)

Adam Siegelheim, Stark & Stark, P.C.
100 American Metro Blvd, Hamilton, NJ 08619
asiegelheim@stark-stark.com

Yan Chen, Cannect LLC
yan.chen@cannectllc.com

5. Date of 60-Day Notice of Violation (Pursuant to Section 1.2): December 12, 2025

6. Complaint Naming Settling Defendant (Pursuant to Section 1.4): *Environmental Health Advocates v. Aldi Inc., et al. San Francisco County Superior Court Case No. CGC-25-627429*

a. Date Complaint Filed: July 21, 2025

b. **Date Settling Defendant(s) Named in Complaint:** May 4, 2026

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

Payment Type	
Total Settlement Payment	$12,500
Civil Penalty (Total)	$2,000
-OEHHA (75%)	$1,500
-EHA (25%)	$500

Additional Settlement Payment (EHA)	$900
Additional Settlement Payment (CEH)	$525
Attorneys' Fees and Costs (Entorno Law)	$8,550
Attorneys' Fees and Costs (Lexington Law)	$525

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
Entorno Law, LLP (Taxpayer identification number 86-1826351)	Penalty	Isaac Fayman Entorno Law, LLP 225 Broadway, Suite 1900 San Diego, CA 92101

Environmental Health Advocates, Inc. (Taxpayer identification number 84-2322975)	ASP	Isaac Fayman Entorno Law, LLP 225 Broadway, Suite 1900 San Diego, CA 92101
Lexington Law Group (Taxpayer identification number 94-3317175)	Fee and Cost	Mark Todzo Lexington Law Group 503 Divisadero Street San Francisco, CA 94117
Center For Environmental Health (Taxpayer identification number 94-3251981)	ASP	Mark Todzo Lexington Law Group 503 Divisadero Street San Francisco, CA 94117

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated: _____

_____
Judge of the Superior Court

IT IS SO STIPULATED:

Dated: _____, 2026	**ENVIRONMENTAL HEALTH ADVOCATES, INC.** _____ Fred Duran Director
Dated: 11/12, 2026	**CAFÉ RIO, INC.** Cortney Worle Signature Cortney Worle Printed Name Chief People Officer Title

EXHIBIT A
Café Rio, Inc.

1. **Name of Settling Defendant:** Café Rio, 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)**
Rick R. Rothman - Morgan, Lewis & Bockius LLP; rick.rothman@morganlewis.com
Cortney Worle – Café Rio, Inc.; cworle@caferio.com

5. **Date of 60-Day Notice of Violation (Pursuant to Section 1.2):** July 25, 2025, as amended September 26, 2025

6. **Complaint Naming Settling Defendant (Pursuant to Section 1.4):** *Environmental Health Advocates v. Aldi Inc., et al. San Francisco County Superior Court Case No. CGC-25-627429*

   a. **Date Complaint Filed:** July 21, 2025

   b. **Date Settling Defendant(s) Named in Complaint:** May 4, 2026 (Second Amended Complaint)

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

Payment Type	
Total Settlement Payment	$30,000.00
Civil Penalty (Total)	$6,000.00
-OEHHA (75%)	$4,500.00
-EHA (25%)	$1,500.00
Additional Settlement Payment (EHA)	$3,000.00

Additional Settlement Payment (CEH)	$1,500.00
Attorneys' Fees and Costs (Entorno Law)	$18,000.00
Attorneys' Fees and Costs (Lexington Law)	$1,500.00

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
Entorno Law, LLP (Taxpayer identification number 86-1826351)	Penalty	Isaac Fayman Entorno Law, LLP 225 Broadway, Suite 1900 San Diego, CA 92101
Environmental Health Advocates, Inc. (Taxpayer identification number 84-2322975)	ASP	Isaac Fayman Entorno Law, LLP 225 Broadway, Suite 1900 San Diego, CA 92101

Lexington Law Group (Taxpayer identification number 94-3317175)	Fee and Cost	Mark Todzo Lexington Law Group 503 Divisadero Street San Francisco, CA 94117
Center For Environmental Health (Taxpayer identification number 94-3251981)	ASP	Mark Todzo Lexington Law Group 503 Divisadero Street San Francisco, CA 94117

Docusign Envelope ID: F8D1200A-C2DB-8FD0-8323-E5B5C61EE159

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated: _____

_____
Judge of the Superior Court

IT IS SO STIPULATED:

Dated: _____, 2026	**ENVIRONMENTAL HEALTH ADVOCATES, INC.** _____ Fred Duran Director
Dated: November 13, 2026	**SETTLING DEFENDANT** Signed by: Jeremy Jewell 478E4455C2D342A... Signature Jeremy Jewell Printed Name Vice President Title

EXHIBIT A
Price Properties, LLC

1. Name of Settling Defendant: Price Properties, LLC

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)

Price Management
Jeremy Jewell, Vice President, Operations
PO Box 61106
Santa Barbara, CA 93160
Office: (805) 964-7144
jeremyj@pm-sb.com

K.P. Roberts & Associates, APLC
Kenneth P. Roberts, Esq.
Stuart E. Cohen, Esq.
6355 Topanga Canyon Blvd., Suite 403
Woodland Hills, CA 91367
Telephone: (818) 888-3553
kroberts@kprlawinc.com
scohen@kprlawinc.com

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

6. Complaint Naming Settling Defendant (Pursuant to Section 1.4): *Environmental Health Advocates v. Aldi Inc., et al. San Francisco County Superior Court Case No. CGC-25-627429*

a. Date Complaint Filed: July 21, 2025

b. **Date Settling Defendant(s) Named in Complaint:** May 5, 2026

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

Payment Type	

Total Settlement Payment	$20,000.00
Civil Penalty (Total)	$3,400.00
-OEHHA (75%)	$2,550.00
-EHA (25%)	$850.00
Additional Settlement Payment (EHA)	$1,400.00
Additional Settlement Payment (CEH)	$1,037.50
Attorneys' Fees and Costs (Entorno Law)	$13,125.00
Attorneys' Fees and Costs (Lexington Law)	$1,037.50

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

Entorno Law, LLP (Taxpayer identification number 86-1826351)	Penalty	Isaac Fayman Entorno Law, LLP 225 Broadway, Suite 1900 San Diego, CA 92101
Environmental Health Advocates, Inc. (Taxpayer identification number 84-2322975)	ASP	Isaac Fayman Entorno Law, LLP 225 Broadway, Suite 1900 San Diego, CA 92101
Lexington Law Group (Taxpayer identification number 94-3317175)	Fee and Cost	Mark Todzo Lexington Law Group 503 Divisadero Street San Francisco, CA 94117
Center For Environmental Health (Taxpayer identification number 94-3251981)	ASP	Mark Todzo Lexington Law Group 503 Divisadero Street San Francisco, CA 94117

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated: _____

_____
Judge of the Superior Court

IT IS SO STIPULATED:

Dated: _____, 2026	**ENVIRONMENTAL HEALTH ADVOCATES, INC.** _____ Fred Duran Director
Dated: November 13, 2026	**SETTLING DEFENDANT** **(SoCal Investment Group, Inc.)** _____ Signature Haitham Hammad _____ Name CEO _____ Title

EXHIBIT A
SoCal Investment Group, Inc.

1. **Name of Settling Defendant:** SoCal Investment Group, Inc.

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

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

3.1.1 ✓ 3.1.2 3.1.3

4. **Person(s) to Receive Notices (Pursuant to Section 8.2):** Haitham Hammad <haitham@myearthbowl.com>, Eric Goodman <eric@goodmanmooney.com>

5. **Date of 60-Day Notice of Violation (Pursuant to Section 1.2):** August 8, 2025

6. **Complaint Naming Settling Defendant (Pursuant to Section 1.4):** *Environmental Health Advocates v. Aldi Inc., et al. San Francisco County Superior Court Case No. CGC-25-627429*

a. **Date Complaint Filed:** July 21, 2025

b. **Date Settling Defendant(s) Named in Complaint:** August 20, 2026

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

Payment Type	
Total Settlement Payment	$5000.00
Civil Penalty (Total)	$650.00
-OEHHA (75%)	$487.50
-EHA (25%)	$162.50
Additional Settlement Payment (EHA)	$250.00
Additional Settlement Payment (CEH)	$217.50
Attorneys' Fees and Costs (Entorno Law)	$3665.00
Attorneys' Fees and Costs (Lexington Law)	$217.50

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
Entorno Law, LLP (Taxpayer identification number 86-1826351)	Penalty	Isaac Fayman Entorno Law, LLP 225 Broadway, Suite 1900 San Diego, CA 92101
Environmental Health Advocates, Inc. (Taxpayer identification number 84-2322975)	ASP	Isaac Fayman Entorno Law, LLP 225 Broadway, Suite 1900 San Diego, CA 92101
Lexington Law Group (Taxpayer identification number 94-3317175)	Fee and Cost	Mark Todzo Lexington Law Group 503 Divisadero Street San Francisco, CA 94117
Center For Environmental Health (Taxpayer identification number 94-3251981)	ASP	Mark Todzo Lexington Law Group 503 Divisadero Street San Francisco, CA 94117

Docusign Envelope ID: 0EEDFE50-A196-8615-81CB-422D96250D07

Dated: 11/13/2026, 2026	**DRAEGER'S SUPER MARKETS** Signed by: C623C8F5F46943B... Signature James M. Draeger Printed Name President Title

Docusign Envelope ID: 0EEDFE50-A196-8615-81CB-422D96250D07

EXHIBIT A
Draeger's Super Markets

1. Name of Settling Defendant: Draeger's Super Markets

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):

Lauren M. Michals
Nixon Peabody LLP
One Embarcadero Center, 32nd floor
San Francisco, CA 94111
lmichals@nixonpeabody.com

5. Date of 60-Day Notice of Violation (Pursuant to Section 1.2): 8/8/2025

6. Complaint Naming Settling Defendant (Pursuant to Section 1.4): *Environmental Health Advocates v. Calvin Klein, Inc. et al. San Francisco County Superior Court Case No. CGC-25-627429*

a. Date Complaint Filed: July 21, 2025

b. Date Settling Defendant(s) Named in Complaint: May 4, 2026

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

Payment Type	
Total Settlement Payment	**$ 20,000**
Civil Penalty (Total)	$ 3,400.00
-OEHHA (75%)	$ 2,550.00
-EHA (25%)	$ 850.00

Docusign Envelope ID: 0EEDFE50-A196-8615-81CB-422D96250D07

Additional Settlement Payment (EHA)	$ 1,400.00
Additional Settlement Payment (CEH)	$ 1,037.50
Attorneys' Fees and Costs (Entorno Law)	$ 13,125.00
Attorneys' Fees and Costs (Lexington Law)	$ 1,037.50

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
Entorno Law, LLP (Taxpayer identification number 86-1826351)	Penalty	Isaac Fayman Entorno Law, LLP 225 Broadway, Suite 1900 San Diego, CA 92101

Docusign Envelope ID: 0EEDFE50-A196-8615-81CB-422D96250D07

Environmental Health Advocates, Inc. (Taxpayer identification number 84-2322975)	ASP	Isaac Fayman Entorno Law, LLP 225 Broadway, Suite 1900 San Diego, CA 92101
Lexington Law Group (Taxpayer identification number 94-3317175)	Fee and Cost	Mark Todzo Lexington Law Group 503 Divisadero Street San Francisco, CA 94117
Center For Environmental Health (Taxpayer identification number 94-3251981)	ASP	Mark Todzo Lexington Law Group 503 Divisadero Street San Francisco, CA 94117

Docusign Envelope ID: 47977F3F-4E24-869D-8304-E704B516E913

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated: _____

_____
Judge of the Superior Court

IT IS SO STIPULATED:

Dated: _____, 2026	**ENVIRONMENTAL HEALTH ADVOCATES, INC.** _____ Fred Duran Director
Dated: November 13, 2026	**SETTLING DEFENDANT CHICK-FIL-A, INC. AND CFA PROPERTIES, INC.** Signed by: W. Christopher Arbery 67186EBB9D594EA... Signature W. Christopher Arbery Printed Name Vice President, Legal Title

Docusign Envelope ID: 47977F3F-4E24-869D-8304-E704B516E913

EXHIBIT A
Chick-fil-A, Inc. and CFA Properties, Inc.

1. **Name of Settling Defendant:** Chick-fil-A, Inc. and CFA Properties, 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)**
Rick R. Rothman, Morgan, Lewis & Bockius LLP: rick.rothman@morganlewis.com

5. **Date of 60-Day Notice of Violation (Pursuant to Section 1.2):**
June 27, 2025, as amended September 26, 2025

6. **Complaint Naming Settling Defendant (Pursuant to Section 1.4):** *Environmental Health Advocates v. Aldi Inc., et al. San Francisco County Superior Court Case No. CGC-25-627429*

   a. **Date Complaint Filed:** July 21, 2025

   b. **Date Settling Defendant(s) Named in Complaint:** May 4, 2026 (Chick-fil-A, Inc. and CFA Properties, Inc.)

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

Payment Type	
Total Settlement Payment	$5,000.00
Civil Penalty (Total)	$650.00
-OEHHA (75%)	$487.50
-EHA (25%)	$162.50
Additional Settlement Payment (EHA)	$250.00
Additional Settlement Payment (CEH)	$217.50

Docusign Envelope ID: 47977F3F-4E24-869D-8304-E704B516E913

Attorneys' Fees and Costs (Entorno Law)	$3,665.00
Attorneys' Fees and Costs (Lexington Law)	$217.50

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
Entorno Law, LLP (Taxpayer identification number 86-1826351)	Penalty	Isaac Fayman Entorno Law, LLP 225 Broadway, Suite 1900 San Diego, CA 92101
Environmental Health Advocates, Inc. (Taxpayer identification number 84-2322975)	ASP	Isaac Fayman Entorno Law, LLP 225 Broadway, Suite 1900 San Diego, CA 92101

Docusign Envelope ID: 47977F3F-4E24-869D-8304-E704B516E913

Lexington Law Group (Taxpayer identification number 94-3317175)	Fee and Cost	Mark Todzo Lexington Law Group 503 Divisadero Street San Francisco, CA 94117
Center For Environmental Health (Taxpayer identification number 94-3251981)	ASP	Mark Todzo Lexington Law Group 503 Divisadero Street San Francisco, CA 94117

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated: _____

_____
Judge of the Superior Court

IT IS SO STIPULATED:

Dated: _____, 2026	**ENVIRONMENTAL HEALTH ADVOCATES, INC.** _____ Fred Duran Director
Dated: 11/13, 2026	**SETTLING DEFENDANT**  _____ Signature Dan Patel _____ Printed Name Chief Financial Officer _____ Title

EXHIBIT A
[Name of Settling Defendant]

1. **Name of Settling Defendant:** Best Café Enterprises, LLC

2. **Covered Products:**

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):**

D's Counsel and/or Client contact

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):** *Environmental Health Advocates v. Aldi Inc., et al. San Francisco County Superior Court Case No. CGC-25-627429*

   a. **Date Complaint Filed:** July 21, 2025

   b. **Date Settling Defendant(s) Named in Complaint:** June 4, 2026

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

Payment Type	
Total Settlement Payment	30000
Civil Penalty (Total)	6000
-OEHHA (75%)	4500
-EHA (25%)	1500
Additional Settlement Payment (EHA)	3000
Additional Settlement Payment (CEH)	1500

Attorneys' Fees and Costs (Entorno Law)	18000
Attorneys' Fees and Costs (Lexington Law)	1500

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
Entorno Law, LLP (Taxpayer identification number 86-1826351)	Penalty	Isaac Fayman Entorno Law, LLP 225 Broadway, Suite 1900 San Diego, CA 92101
Environmental Health Advocates, Inc. (Taxpayer identification number 84-2322975)	ASP	Isaac Fayman Entorno Law, LLP 225 Broadway, Suite 1900 San Diego, CA 92101

Lexington Law Group (Taxpayer identification number 88-4399775)	Fee and Cost	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

Docusign Envelope ID: AF4E1500-6E26-8E0D-805B-8826BCA01139

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated: _____

_____
Judge of the Superior Court

IT IS SO STIPULATED:

Dated: _____, 2026	**ENVIRONMENTAL HEALTH ADVOCATES, INC.** _____ Fred Duran Director
Dated: _____, 2026 11/16/2026	**SETTLING DEFENDANT** **Edible Arrangements, LLC** DocuSigned by: Doug Knox 6D7693A188F040B... Signature Doug Knox Printed Name Chief Legal & Compliance Officer Title

EXHIBIT A
Edible Arrangements, LLC, Edible Brands, LLC

1. **Name of Settling Defendant:** Edible Arrangements, LLC as franchisor
Edible Brands, LLC, the parent company without franchise responsibility, is also settling, solely to be released.

2. **Covered Products:** thermal receipt paper

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

3.1.1 3.1.2 X 3.1.3

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

D's Counsel and/or Client contact — David Lavine, Partner, O'Hagan Meyer, LLP, 1 Embarcadero Center, Suite 2100, San Francisco, CA 94111

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

6. **Complaint Naming Settling Defendant (Pursuant to Section 1.4):** *Environmental Health Advocates v. Aldi Inc., et al. San Francisco County Superior Court Case No. CGC-25-627429*

a. **Date Complaint Filed:** July 21, 2025; Second Amended Complaint May 4, 2026; operative Third Amended Complaint filed August 20, 2026

b. **Date Settling Defendant(s) Named in Complaint:** in operative complaint as above

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

Payment Type	
Total Settlement Payment	$20,000
Civil Penalty (Total)	$3,400
-OEHHA (75%)	$2,550
-EHA (25%)	$850
Additional Settlement Payment (EHA)	$1,400

Additional Settlement Payment (CEH)	$1,037.50
Attorneys' Fees and Costs (Entorno Law)	$13,125
Attorneys' Fees and Costs (Lexington Law)	$1,037.50

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
Entorno Law, LLP (Taxpayer identification number 86-1826351)	Penalty	Isaac Fayman Entorno Law, LLP 225 Broadway, Suite 1900 San Diego, CA 92101
Environmental Health Advocates, Inc. (Taxpayer identification number 84-2322975)	ASP	Isaac Fayman Entorno Law, LLP 225 Broadway, Suite 1900 San Diego, CA 92101

Lexington Law Group (Taxpayer identification number 88-4399775)	Fee and Cost	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

Exhibit C – List of Settling Defendants

1. G & P Partners dba Big City Bagels
2. Batteries Plus, LLC
3. American Vintage US Corporation
4. Urban Plates LLC
5. The Honey Baked Ham Company, LLC
6. Aureflam Corporation
7. Boba Time, Inc.
8. SJ EUS Food, Inc.
9. Nectar International, Inc.
10. Lacoste USA Inc.
11. Melomelo San Diego Inc
12. Raki Raki & Co.
13. DSDC, Inc.
14. Aviator Nation, Inc.
15. Feng Cha USA LLC
16. Café Rio, Inc.
17. Price Properties, LLC
18. SoCal Investment Group, Inc.
19. Draeger's Super Markets
20. Chick-fil-A, Inc.; CFA Properties, Inc.
21. Best Café Enterprises, LLC
22. Edible Arrangements, LLC; Edible Brands, LLC