



1           1.2     Beginning or about May 9, 2025 EHA provided 60-day Notices of Violation of  
2 Proposition 65 to the California Attorney General, the District Attorneys of every county in  
3 California, the City Attorneys of every California city with a population greater than 750,000,  
4 and each Settling Defendant, alleging that such Settling Defendant violated Proposition 65 by  
5 exposing persons to Bisphenol S (“BPS”) contained in thermal receipt paper without first  
6 providing a clear and reasonable Proposition 65 warning. The specific notice date for each  
7 Settling Defendant is set forth on the Exhibit A for such Settling Defendant.

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

12           1.4     On July 21, 2025, EHA filed the original Complaint in the above-captioned matter  
13 naming certain Settling Defendants as defendants. The Complaint was subsequently amended to  
14 name additional Settling Defendants. On October 6, 2025, EHA filed the operative First  
15 Amended Complaint. There is an upcoming hearing on EHA’s Motion for Leave to file Second  
16 Amended Complaint on April 10, 2026. The specific date each Settling Defendant was added to  
17 the Complaint is set forth on the Exhibit A for each such Settling Defendant.

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

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

## 7 **2. DEFINITIONS**

8 2.1 “Compliance Date” means ninety (90) days after the Effective Date.

9 2.2 “Covered Products” means thermal printing paper used to print receipts, shipping  
10 labels, or price tags/stickers, as identified for each Settling Defendant on Exhibit A.

11 2.3 “BPS Free” means Covered Products that have no BPS intentionally added.

12 2.4 “Effective Date” means the date of notice of entry of this Consent Judgment.

## 13 **3. INJUNCTIVE RELIEF**

14 3.1 **Reformulation of Covered Products.** As of the Compliance Date and thereafter,  
15 a Settling Defendant shall comply with each of the following that apply to it as set forth in  
16 Exhibit A:

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

21 3.1.2 A Settling Defendant that is a franchisor or licensor shall notify its  
22 franchisees/licensees with locations in California of this Consent Judgment and its requirement to  
23 only use Covered Products that are BPS free.

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

1           3.2     A Settling Defendant may, in accordance with the enforcement terms in Section 4  
2 below, rely on written specifications/representations, test results, or a certificate of compliance  
3 from its Covered Products supplier(s) to comply with the foregoing obligations.

4     **4.     ENFORCEMENT**

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

9           4.2     **Enforcement of Section 3.**

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

21           4.2.2    The Settling Defendant shall provide its response to the Notice of  
22 Violation within 45 days.

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

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

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

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

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

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

12 4.2.2.3 If a label, sticker, or shipping label is the Covered Product in the  
13 Notice of Violation, the same procedure as described in Section 4.2.2.2 shall apply, except as  
14 provided in this Section 4.2.2.3.

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

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

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

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

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

17 4.2.5 The Parties agree that a Notice of Violation shall not be considered a first  
18 notice of violation for purposes of Section 4.2.1 if:

- 19 (a) the Covered Product was (i) released by this Consent Judgment or (ii)  
20 otherwise complied with its injunctive terms;  
21 (b) the Notice of Violation was (i) withdrawn or (ii) successfully contested; or  
22 (c) the Settling Defendant had not previously received a Notice of Violation for a  
23 Covered Product supplied by the same supplier.  
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25 4.3 **Remedies.** In the event that EHA and a Settling Defendant are unable to resolve a  
26 Notice of Violation at a retail location that the Settling Defendant owns or operates, EHA may  
27 seek injunctive relief in the form of an order from the Court requiring the Settling Defendant to  
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1 provide a clear and reasonable warning of exposures to BPS in thermal paper at the location(s)  
2 identified in the Notice of Violation, unless the Settling Defendant changes suppliers of thermal  
3 paper or cleans the printer(s) identified in the Notice of Violation. Nothing in this Section 4 shall  
4 affect the Court's authority in an enforcement proceeding to impose appropriate monetary  
5 remedies, if any, including penalties, Additional Settlement Payments and/or sanctions.

6 **5. PAYMENTS**

7 **5.1 Payments by Settling Defendant.** Within thirty days of the Effective Date, each  
8 Settling Defendant shall pay its respective total settlement amount set forth in Exhibit A as a  
9 settlement payment as further set forth in this Section. The payment amounts for each Settling  
10 Defendant were derived based on the sales tiers set forth on Exhibit B.

11 **5.2 Allocation of Payments.** The total settlement amount for each Settling Defendant  
12 shall be paid in seven separate checks in the amounts specified on the Exhibit A for such Settling  
13 Defendant delivered as set forth thereon, or by wire transfer or ACH payment as specified in  
14 Section 5.2.4. Any failure by Settling Defendant to comply with the payment terms herein shall  
15 be subject to a stipulated late fee to be paid by Settling Defendant in the amount of \$100 for each  
16 day the full payment is not received after the applicable payment due date set forth in Section 5.1.  
17 The late fees required under this Section shall be recoverable, together with reasonable attorneys'  
18 fees and costs, in an enforcement proceeding brought pursuant to Section 4 of this Consent  
19 Judgment. The funds paid by each Settling Defendant shall be allocated as set forth on that  
20 Settling Defendant's Exhibit A among the following:

21 **5.2.1** A civil penalty pursuant to Health & Safety Code § 25249.7(b). The civil  
22 penalty payment shall be apportioned in accordance with Health & Safety Code § 25249.12 (25%  
23 to EHA and 75% to the State of California's Office of Environmental Health Hazard Assessment  
24 ("OEHHA")). Accordingly, the OEHHA portion of the civil penalty payment shall be made  
25 payable to OEHHA and associated with taxpayer identification number 68-0284486. This  
26 payment shall be delivered by one of the following methods:

27 For United States Postal Service Delivery:  
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1 65 listed chemicals by notifying those persons and/or entities believed to be responsible for such  
2 exposures and attempting to persuade those persons and/or entities to reformulate their products  
3 or the source of exposure to completely eliminate or lower the level of Proposition 65 listed  
4 chemicals including but not limited to costs of documentation and tracking of products. The ASP  
5 shall be subject to the Court's ongoing judicial oversight pursuant to California Code of  
6 Regulations, title 11, section 3204. EHA shall be fully accountable in that it will maintain  
7 adequate records to document and will be able to demonstrate how ASP funds will be spent and  
8 can be assured that the funds are being spent only for the proper, designated purposes described  
9 in this Consent Judgment. EHA shall provide the Attorney General, within thirty days of any  
10 request, copies of documentation demonstrating how such funds have been spent. The EHA ASP  
11 shall be made payable to Environmental Health Advocates, Inc. and associated with taxpayer  
12 identification number 84-2322975. The EHA ASP shall be delivered to: Environmental Health  
13 Advocates, 225 Broadway, Suite 2100; San Diego, CA 92101.

14           5.2.3 An ASP to CEH pursuant to Health & Safety Code § 25249.7(b), and  
15 California Code of Regulations, Title 11, § 3204, which will be placed in CEH's Toxics in Food  
16 Fund and used to support CEH programs and activities that seek to educate the public about  
17 Bisphenols and other toxic chemicals in food, to work with the food industry and agriculture  
18 interests to reduce exposure to Bisphenols and other toxic chemicals in food, and to thereby  
19 reduce the public health impacts and risks of exposure to Bisphenols and other toxic chemicals in  
20 food sold in California. CEH shall obtain and maintain adequate records to document that ASPs  
21 are spent on these activities and CEH agrees to provide such documentation to the Attorney  
22 General within thirty (30) days of any request from the Attorney General. The payment pursuant  
23 to this Section shall be made payable to the Center for Environmental Health and associated with  
24 taxpayer identification number 94-3251981. This payment shall be delivered to Lexington Law  
25 Group, LLP, 503 Divisadero Street, San Francisco, CA 94117.

26           5.2.4 A reimbursement of a portion of EHA's reasonable attorneys' fees and  
27 costs (including but not limited to expert and investigative costs). The attorneys' fees and cost  
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1 reimbursement shall be made to the Entorno Law, LLP and associated with taxpayer  
2 identification number 86-1826351. This payment shall be delivered to: Attention Isaac Fayman,  
3 Entorno Law, LLP, 225 Broadway, Suite 1900, San Diego, CA 92101.

4           5.2.5 A reimbursement of a portion of CEH’s reasonable attorneys’ fees and  
5 costs for negotiating the terms of this Consent Judgment. The attorneys’ fees and cost  
6 reimbursement shall be payable to the Lexington Law Group, LLP and associated with taxpayer  
7 identification number 88-4399775. This payment shall be delivered to Lexington Law Group,  
8 LLP, 503 Divisadero Street, San Francisco, CA 94117.

9           5.2.6 A Settling Defendant may pay the settlement amount specified in Exhibit  
10 A for that Settling Defendant by wire transfer or ACH in accordance with the wire transfer or  
11 ACH instructions for CEH and OEHHA provided to Settling Defendants’ counsel concurrently  
12 with CEH’s signature.

13 **6. MODIFICATION AND DISPUTE RESOLUTION**

14           6.1 **Modification.** This Consent Judgment may be modified from time to time by  
15 express written agreement of the Parties, with the approval of the Court, or by an order of this  
16 Court upon motion.

17           6.2 **Notice; Meet and Confer.** Any Party seeking to modify this Consent Judgment  
18 shall attempt in good faith to meet and confer with all affected Parties prior to filing a motion to  
19 modify the Consent Judgment.

20 **7. CLAIMS COVERED AND RELEASE**

21           7.1 Provided that a Settling Defendant complies in full with its obligations under  
22 Section 5 hereof, this Consent Judgment is a full, final, and binding resolution between EHA on  
23 behalf of itself and the public interest and such Settling Defendant and its parents, subsidiaries,  
24 affiliated entities that are under common ownership, directors, officers, employees, agents,  
25 shareholders, predecessors, successors, assigns, attorneys, franchisees and licensees (“Defendant  
26 Releasees”), of any violation of Proposition 65 based on failure to warn about alleged exposure to  
27 BPS contained in Covered Products for all conduct that occurred prior to the Compliance Date.  
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1 prepare and file a Motion for Approval of this Consent Judgment and Settling Defendants shall  
2 not oppose entry by the Court and will cooperate in good faith to provide information to the  
3 Attorney General and/or the Court to facilitate approval of this Consent Judgment.

4 9.2 If this Consent Judgment is not entered by the Court, it shall be of no force or  
5 effect and shall not be introduced into evidence or otherwise used in any proceeding for any  
6 purpose.

7 **10. GOVERNING LAW AND CONSTRUCTION**

8 10.1 The terms of this Consent Judgment shall be governed by the laws of the State of  
9 California.

10 **11. ATTORNEYS' FEES**

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

20 11.2 Nothing in this Section 11 shall preclude a Party from seeking an award of  
21 sanctions pursuant to law.

22 **12. ENTIRE AGREEMENT**

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

10 **13. RETENTION OF JURISDICTION**

11 13.1 This Court shall retain jurisdiction of this matter to implement or modify the  
12 Consent Judgment.

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

14 14.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized  
15 by the Party he or she represents to stipulate to this Consent Judgment and to enter into and  
16 execute the Consent Judgment on behalf of the Party represented and legally to bind that Party.

17 **15. SUCCESSORS AND ASSIGNS**

18 15.1 This Consent Judgment shall apply to and be binding upon EHA and Settling  
19 Defendants, and each of their respective divisions, subdivisions, and subsidiaries, and the  
20 successors or assigns of any of them.

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

22 16.1 Nothing in this Consent Judgment shall preclude EHA from resolving any claim  
23 against an entity that is not Settling Defendant on terms that are different from those contained in  
24 this Consent Judgment.

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


7 **17. EXECUTION IN COUNTERPARTS**

8 17.1 The stipulations to this Consent Judgment may be executed in counterparts and by  
9 means of facsimile or portable document format (pdf), which taken together shall be deemed to  
10 constitute one document.

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

14  
15 Dated: \_\_\_\_\_ Judge of the Superior Court


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17 **IT IS SO STIPULATED:**

18 19 Dated: <u>June 12</u> , 2026 20 21 22 23 24 25 26	27 28 <b>ENVIRONMENTAL HEALTH ADVOCATES, INC.</b>  _____ Fred Duran Director
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<p>Dated: 04-Jun-2026   3:44 PM EDT _____, 2026</p>	<p><b>CALVIN KLEIN, INC., TOMMY HILFIGER LICENSING LLC, AND TOMMY HILFIGER RETAIL, LLC</b></p> <p>DocuSigned by: <i>Mark Fischer</i> D4A00C29537B46D...</p> <p>Signature _____ Mark Fischer</p> <p>Printed Name _____ EVP</p> <p>Title _____</p>
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Dated: <u>June 4</u> , 2026	SBARRO FRANCHISING CO. LLC   _____ Signature  <u>Michael W. KARAM</u> _____ Printed Name  <u>VP, Chief Legal Officer</u> _____ Title
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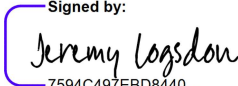
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<p>Dated: <u>6/8/2026</u>, 2026</p>	<p><b>COLOR IMAGE APPAREL, INC. (ALO)</b></p> <p>DocuSigned by: <i>Andrew P. Holland</i> <small>E637D32C6677437...</small></p> <hr/> <p>Signature</p> <p>Andrew P. Holland</p> <hr/> <p>Printed Name</p> <p>General Counsel &amp; Chief Legal Officer</p> <hr/> <p>Title</p>
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Dated: <u>6-3-</u> , 2026	VINEYARD VINES, LLC   _____ Signature  <u>Justin Zamparelli</u> _____ Printed Name  <u>JVP General Counsel</u> _____ Title
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<p>Dated: <u>06/01/2026</u>, 2026</p>	<p><b>ABERCROMBIE &amp; FITCH TRADING CO.</b></p> <p>Signed by:    <small>7594C497EBD8440...</small></p> <hr/> <p>Signature</p> <hr/> <p>Jeremy Logsdon</p> <hr/> <p>Printed Name</p> <hr/> <p>Group Vice President, Associate General Counsel</p> <hr/> <p>Title</p>
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Dated: <u>June 4</u> , 2026	<b>Oxford Industries, Inc. (Tommy Bahama Group, Inc.; Johnny Was, LLC)</b>   _____ Signature  <u>Jonathan O. Leptuk</u> _____ Printed Name  <u>General Counsel</u> _____ Title
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Dated: _____, 2026	<p><b>Uniqlo USA LLC</b></p> <p><u><i>Alex Goldelman</i></u> <a href="#">Alex Goldelman (Jun 11, 2026 12:54:48 EDT)</a></p> <p>_____ Signature</p> <p><u>Alex Goldelman</u> Printed Name</p> <p>_____ Chief Financial Officer Title</p>
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	<p><b>Theory LLC</b></p> <p><u><i>Brent Landquist</i></u> <a href="#">Brent Landquist (Jun 11, 2026 10:52:46 EDT)</a></p> <p>_____ Signature</p> <p><u>Brent Landquist</u> Printed Name</p> <p>_____ Chief Financial Officer Title</p>
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# Pages from EHA Final Consent Judgment (Retailer General) - Fast Retailing

Final Audit Report

2026-06-11

Created:	2026-06-11
By:	Mariella Quimoyog-Cruz (mariella.quimoyog-cruz@fastretailing.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAVOI8YfJbu2uh0O9czwn7m2xXZlqIVkH

## "Pages from EHA Final Consent Judgment (Retailer General) - Fast Retailing" History

 Document created by Mariella Quimoyog-Cruz (mariella.quimoyog-cruz@fastretailing.com)

2026-06-11 - 1:31:22 PM GMT

 Document emailed to alex.goldelman@fastretailing.com for signature

2026-06-11 - 1:47:39 PM GMT

 Document emailed to brent.landquist@theory.com for signature

2026-06-11 - 1:47:40 PM GMT

 Email viewed by brent.landquist@theory.com

2026-06-11 - 2:52:21 PM GMT

 Signer brent.landquist@theory.com entered name at signing as Brent Landquist


2026-06-11 - 2:52:44 PM GMT

 Document e-signed by Brent Landquist (brent.landquist@theory.com)

Signature Date: 2026-06-11 - 2:52:46 PM GMT - Time Source: server - Signature Appearance Selected: TYPE

 Email viewed by alex.goldelman@fastretailing.com

2026-06-11 - 4:54:35 PM GMT

 Signer alex.goldelman@fastretailing.com entered name at signing as Alex Goldelman

2026-06-11 - 4:54:46 PM GMT

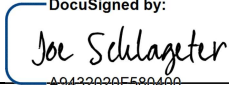
 Document e-signed by Alex Goldelman (alex.goldelman@fastretailing.com)

Signature Date: 2026-06-11 - 4:54:48 PM GMT - Time Source: server - Signature Appearance Selected: TYPE


 Agreement completed.

2026-06-11 - 4:54:48 PM GMT

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<p>Dated: <u>06/04/26</u>, 2026</p>	<p><b>LA-Z-BOY INCORPORATED</b></p> <p>DocuSigned by:    <small>A9432020F580400...</small></p> <hr/> <p>Signature</p> <p>Joe Schlageter</p> <hr/> <p>Printed Name</p> <p>Senior Director of Commerical Law &amp; Litigation</p> <hr/> <p>Title</p>
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<p>Dated: <u>June 8</u>, 2026</p>	<p><b>Hot Topic, Inc. (Hot Topic Merchandising, Inc.; Box Lunch)</b></p> <p>DocuSigned by:  AD3029A2895043B...</p> <hr/> <p>Signature</p> <p>Andy Medlin</p> <hr/> <p>Printed Name</p> <p>VP, General Counsel</p> <hr/> <p>Title</p>
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Dated: <u>06/11/</u> , 2026	<p><b>Macy's Retail Holdings, LLC; Bluemercury, Inc.</b></p> <p><i>Paul Griscom</i> <small>Paul Griscom (Jun 11, 2026 19:38:01 EDT)</small></p> <hr/> <p>Signature</p> <p><b>Paul Griscom</b></p> <hr/> <p>Printed Name</p> <p><b>Vice President</b></p> <hr/> <p>Title</p>
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# Pages from EHA Final Consent Judgment (Retailer General) - Macy's (002)

Final Audit Report

2026-06-11

Created:	2026-06-11
By:	Ellie Norris (ellie.norris@nortonrosefulbright.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAt5dSAPsgOHxX1iBrbfsBzQT-0xgB7xCs

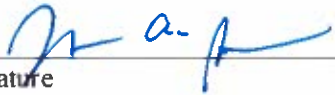
## "Pages from EHA Final Consent Judgment (Retailer General) - Macy's (002)" History

-  Document created by Ellie Norris (ellie.norris@nortonrosefulbright.com)  
2026-06-11 - 4:16:43 PM GMT
-  Document emailed to paul.griscom@macys.com for signature  
2026-06-11 - 4:17:20 PM GMT
-  Email viewed by paul.griscom@macys.com  
2026-06-11 - 11:36:55 PM GMT
-  Signer paul.griscom@macys.com entered name at signing as Paul Griscom  
2026-06-11 - 11:37:59 PM GMT
-  Document e-signed by Paul Griscom (paul.griscom@macys.com)  
Signature Date: 2026-06-11 - 11:38:01 PM GMT - Time Source: server - Signature Appearance Selected: MOBILE\_TYPE
-  Agreement completed.  
2026-06-11 - 11:38:01 PM GMT

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Dated: June 10, 2026

**The TJX Companies, Inc.  
(HomeGoods, LLC; Marshalls of CA,  
LLC; Marshalls of MA, Inc.; Newton  
Buying Company of California, Inc.;  
Marmaxx Operating Corp.)**

  
Signature

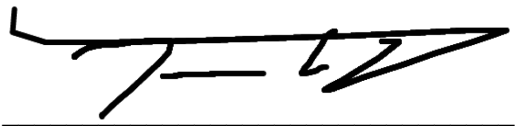
Jennifer A. Peoples  
Printed Name

VP Legal - Litigation & Regulatory  
Counsel  
Title

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Dated: <u>June 4</u> , 2026	<b>THE ESTEE LAUDER COMPANIES INC.</b>  <i>Sabrina Mizrachi</i> _____ Signature  Sabrina Mizrachi _____ Printed Name  VP, Deputy General Counsel _____ Title
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Dated: <u>June 1</u> , 2026	<b>URBANE CAFE OPERATIONS, LLC</b>  _____ Signature  Tom G Holt _____ Printed Name  President _____ Title
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Dated: June 2, 2026

**UPWARD PROJECTS HOLDINGS, LLC**


  
\_\_\_\_\_  
Signature

Samuel Foos  
\_\_\_\_\_  
Printed Name

Chief People Officer  
\_\_\_\_\_

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Dated: _____, 2026	<b>Earthbar, LLC (Beaming)</b>   _____ Signature  _____ Printed Name  _____ Title
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Dated: <u>May 29</u> , 2026	<b>BUSHFIRE CHILL, LLC</b>  <i>Oliver Barwin</i> _____ Signature  Oliver Barwin _____ Printed Name  CEO _____ Title
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Dated: <u>June 11</u> , 2026	<b>G-III Apparel Group, Ltd.; The Donna Karan Company Store LLC; DKNY; Karl Lagerfeld; Vilebrequin</b>  <i>Adam Ziedenweber</i> <small>Adam Ziedenweber (Jun 11, 2026 16:26:00 EDT)</small> _____ Signature  Adam Ziedenweber _____ Printed Name  Vice President, Global Sourcing Compliance _____ Title
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# Pages from EHA Final Consent Judgment (Retailer General) - G-III (003)

Final Audit Report


2026-06-11

Created:	2026-06-11
By:	Ellie Norris (ellie.norris@nortonrosefulbright.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAPG3VktJLHkBO0TN5Zub0p7E37G6Nszk1

## "Pages from EHA Final Consent Judgment (Retailer General) - G-III (003)" History

-  Document created by Ellie Norris (ellie.norris@nortonrosefulbright.com)  
2026-06-11 - 8:04:00 PM GMT
-  Document emailed to Adam Ziedenweber (adamz@giii.com) for signature  
2026-06-11 - 8:04:19 PM GMT
-  Email viewed by Adam Ziedenweber (adamz@giii.com)  
2026-06-11 - 8:24:51 PM GMT
-  Document e-signed by Adam Ziedenweber (adamz@giii.com)  
Signature Date: 2026-06-11 - 8:26:00 PM GMT - Time Source: server - Signature Appearance Selected: TYPE
-  Agreement completed.  
2026-06-11 - 8:26:00 PM GMT


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Dated: __May 26_____, 2026	<b>SETTLING DEFENDANT: The Fragrance Outlet/ Perf Opco LLC D.B.A Perfumania, LLC and Perfumania Holdings, LLC</b>   _____ Signature  Rob Cooper _____ Printed Name  CFO Title
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Dated: <u>6/5/26</u> , 2026	<b>CREATIVE GENIUS, LLC</b>  <i>Mike Courtney</i> _____ Signature  <u>Mike Courtney</u> _____ Printed Name  <u>Vice President</u> _____ Title
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<p>Dated: <u>06/04/2026</u>, 2026</p>	<p><b>MOUNTAIN MIKE'S PIZZA, LLC</b></p> <p>Signed by:    <small>AB61152FC7BD48A...</small></p> <hr/> <p>Signature</p> <p><b>Jim Metevier</b></p> <hr/> <p>Printed Name</p> <p><b>CEO</b></p> <hr/> <p>Title</p>
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<p><b>Dated:</b> <u>6/5/2026</u>   17:20:26 PDT</p>	<p><b>SETTLING DEFENDANT</b>  <b>(Pet Food Express, LLC)</b></p> <p>Signed by:    <hr/> Signature <small>DCB9F85836A8458...</small></p> <p>Tom Urtz  <hr/> Printed Name</p> <p>Chief Operating Officer  <hr/> Title</p>
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Dated: <u>05.26</u> , 2026	<b>BDL USA, INC.</b>  _____ Signature  _____ Max Olper Printed Name  _____ Head of US for Bacio di Latte Title
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**EXHIBIT A**  
**Calvin Klein, Inc., Tommy Hilfiger Licensing LLC, and Tommy Hilfiger Retail, LLC**

**1. Name of Settling Defendant:** Calvin Klein, Inc., Tommy Hilfiger Licensing LLC, and Tommy Hilfiger Retail, LLC

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

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

3.1.1       3.1.2                      3.1.3

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

D’s Counsel and/or Client contact markfischer@phv.com; JESSICAHINEY@phv.com

**5. Date of 60-Day Notice of Violation (Pursuant to Section 1.2):** 6/13/2025 (Calvin Klein) 6/20/2025, as amended on 9/5/2025 (Tommy Hilfiger)

**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:** 10/6/2025 (Calvin Klein) 5/4/2026 (Tommy Hilfiger)

**c. Defendant’s Settlement Payment and Allocation (Pursuant to Section 5.1):**

<b>Payment Type</b>	
Total Settlement Payment	<b>\$30,000</b>
Civil Penalty (Total)	\$6,000
-OEHHA (75%)	\$4,500
-EHA (25%)	\$1,500
Additional Settlement Payment (EHA)	\$3,000
Additional Settlement Payment (CEH)	\$1,500

1	Attorneys' Fees and Costs (Entorno Law)	\$18,000
2		
3	Attorneys' Fees and Costs (Lexington Law)	\$1,500
4		

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

7 <b>Payee</b>	<b>Type</b>	<b>Deliver To</b>
8 9 10 11 12 13 14 15 16 17 18 19 OEHHA (Taxpayer identification number 68-0284486)	Penalty	<p><b>For United States Postal Service Delivery:</b></p> <p>Attn: Mike Gyurics Fiscal Operations Branch Chief Office of Environmental Health Hazard Assessment P.O. Box 4010, MS #19B Sacramento, CA 95812-4010</p> <p><b>For Non-United States Postal Service Delivery:</b></p> <p>Attn: Mike Gyurics Fiscal Operations Branch Chief Office of Environmental Health Hazard Assessment 1001 I Street, MS #19B Sacramento, CA 95814</p>
20 21 22 Entorno Law, LLP (Taxpayer identification number 86-1826351)	Penalty	Isaac Fayman Entorno Law, LLP 225 Broadway, Suite 1900 San Diego, CA 92101
23 24 25 Environmental Health Advocates, Inc. (Taxpayer identification number 84-2322975)	ASP	Isaac Fayman Entorno Law, LLP 225 Broadway, Suite 1900 San Diego, CA 92101

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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 A**  
**Sbarro Franchising Co. LLC**

- 1
- 2
- 3 **1. Name of Settling Defendant:** Sbarro Franchising Co. LLC
- 4 **2. Covered Products:** Thermal Receipt Paper
- 5 **3. Provisions of Section 3.1 that apply (check all that apply):**
- 6 3.1.1  3.1.2  3.1.3
- 7
- 8 **4. Person(s) to Receive Notices (Pursuant to Section 8.2):**
- 9 D's Counsel and/or Client contact Mike Karam mkaram@sbarro.com
- 10 **5. Date of 60-Day Notice of Violation (Pursuant to Section 1.2):** 6/13/2025
- 11
- 12 **6. Complaint Naming Settling Defendant (Pursuant to Section 1.4):**
- 13 *Environmental Health Advocates v. Aldi Inc., et al. San Francisco County Superior*
- 14 *Court Case No. CGC-25-627429*
- 15 **a. Date Complaint Filed:** July 21, 2025
- 16 **b. Date Settling Defendant(s) Named in Complaint:** 10/6/2025
- 17
- 18 **7. Defendant's Settlement Payment and Allocation (Pursuant to Section 5.1):**

19

<b>Payment Type</b>	
Total Settlement Payment	<b>\$30,000</b>
Civil Penalty (Total)	\$6,000
-OEHHA (75%)	\$4,500
-EHA (25%)	\$1,500
Additional Settlement Payment (EHA)	\$3,000
Additional Settlement Payment (CEH)	\$1,500

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1	Attorneys' Fees and Costs (Entorno Law)	\$18,000
2		
3	Attorneys' Fees and Costs (Lexington Law)	\$1,500
4		

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

6	Payee	Type	Deliver To
7			<b>For United States Postal Service Delivery:</b>
8			Attn: Mike Gyurics
9			Fiscal Operations Branch
10			Chief
11			Office of Environmental
12			Health Hazard Assessment
13			P.O. Box 4010, MS #19B
14			Sacramento, CA 95812-4010
15			<b>For Non-United States Postal Service Delivery:</b>
16			Attn: Mike Gyurics
17			Fiscal Operations Branch
18			Chief
19			Office of Environmental
20			Health Hazard Assessment
21			1001 I Street, MS #19B
22			Sacramento, CA 95814
23	Entorno Law, LLP (Taxpayer identification number 86-1826351)	Penalty	Isaac Fayman Entorno Law, LLP 225 Broadway, Suite 1900 San Diego, CA 92101
24	Environmental Health Advocates, Inc. (Taxpayer identification number 84-2322975)	ASP	Isaac Fayman Entorno Law, LLP 225 Broadway, Suite 1900 San Diego, CA 92101
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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 A:**  
**COLOR IMAGE APPAREL, INC.**

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3 **1. Name of Settling Defendant(s):** Color Image Apparel, Inc. (ALO)

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

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

6  
7 3.1.1

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

9 **Color Image Apparel, Inc.**

10 Andrew P. Holland  
11 9830 Wilshire Blvd.  
12 Beverly Hills, CA 90212  
13 Telephone: (323) 510-1887  
14 Email: legal@aloyoga.com

15 **Norton Rose Fulbright US LLP**

16 Jeffrey B. Margulies (Bar No. 126002)  
17 555 South Flower Street, Forty-First Floor  
18 Los Angeles, California 90071  
19 Telephone: (213) 892-9200  
20 Facsimile: (213) 892-9494  
21 jeff.margulies@nortonrosefulbright.com

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

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

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

27 **b. Date Settling Defendant(s) Named in Complaint:** October 6, 2025

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

1	<b>Payment Type</b>	
2	Total Settlement Payment	<b>\$12,500</b>
3	Civil Penalty (Total)	\$2,000
4	-OEHHA (75%)	\$1,500
5	-EHA (25% )	\$500
6	Additional Settlement Payment (EHA)	\$900
7	Additional Settlement Payment (CEH)	\$525
8	-Entorno Fees and Costs	\$8,550
9	-LLG Fees and Costs	\$525
10		
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13  
14 **8. Defendant's Allocation of Payments (Pursuant to Section 5.1):**

15	Payee	Type	Deliver To
16	OEHHA (Taxpayer identification number 68-0284486)	Penalty	<b>For United States Postal Service Delivery:</b>
17			Attn: Mike Gyurics Fiscal Operations Branch Chief Office of Environmental Health Hazard Assessment P.O. Box 4010, MS #19B Sacramento, CA 95812-4010
18			<b>For Non-United States Postal Service Delivery:</b>
19			Attn: Mike Gyurics Fiscal Operations Branch Chief Office of Environmental Health Hazard Assessment 1001 I Street, MS #19B Sacramento, CA 95814
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Environmental Health Advocates (Taxpayer identification number )	Penalty	Noam Glick Glick Law Group 225 Broadway, Suite 1900 San Diego, CA 92101
Environmental Health Advocates (Taxpayer identification number )	ASP	Noam Glick Glick Law Group 225 Broadway, Suite 1900 San Diego, CA 92101
Center For Environmental Health (Taxpayer identification number 94-3251981)	ASP	Mark Todzo Lexington Law Group 503 Divisadero Street San Francisco, CA 94117
Entorno Law, LLP (Taxpayer identification number )	Fee and Cost	Noam Glick Glick Law Group 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

**EXHIBIT A**  
**Vineyard Vines, LLC**

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3 **1. Name of Settling Defendant:** Vineyard Vines, LLC

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

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

6 3.1.1  3.1.2  3.1.3

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

9 D's Counsel and/or Client contact Justin Zamparelli justinz@vineyardvines.com

10 **5. Date of 60-Day Notice of Violation (Pursuant to Section 1.2):** 6/27/2025

11  
12 **6. Complaint Naming Settling Defendant (Pursuant to Section 1.4):**

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

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

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16 **b. Date Settling Defendant(s) Named in Complaint:** 10/6/2025

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

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Payment Type	
Total Settlement Payment	<b>\$20,000</b>
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

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1	Attorneys' Fees and Costs (Entorno Law)	\$13,125
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3	Attorneys' Fees and Costs (Lexington Law)	\$1,037.50
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5 **8. Defendant's Allocation of Payments (Pursuant to Section 5.1):**

6	Payee	Type	Deliver To
7			
8			<b>For United States Postal Service Delivery:</b>
9			Attn: Mike Gyurics
10			Fiscal Operations Branch Chief
11			Office of Environmental Health Hazard Assessment
12			P.O. Box 4010, MS #19B
13			Sacramento, CA 95812-4010
14	OEHHA (Taxpayer identification number 68-0284486)	Penalty	<b>For Non-United States Postal Service Delivery:</b>
15			Attn: Mike Gyurics
16			Fiscal Operations Branch Chief
17			Office of Environmental Health Hazard Assessment
18			1001 I Street, MS #19B
19			Sacramento, CA 95814
20	Entorno Law, LLP (Taxpayer identification number 86-1826351)	Penalty	Isaac Fayman Entorno Law, LLP 225 Broadway, Suite 1900 San Diego, CA 92101
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23	Environmental Health Advocates, Inc. (Taxpayer identification number 84-2322975)	ASP	Isaac Fayman Entorno Law, LLP 225 Broadway, Suite 1900 San Diego, CA 92101
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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

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**EXHIBIT A  
Abercrombie & Fitch Trading Co.**

- 1. Name of Settling Defendant:** Abercrombie & Fitch Trading Co.
- 2. Covered Products:** Thermal Receipt Paper
- 3. Provisions of Section 3.1 that apply (check all that apply):**  
  - 3.1.1       3.1.2                      3.1.3
- 4. Person(s) to Receive Notices (Pursuant to Section 8.2):**  
 D’s Counsel and/or Client contact      DisputeResolution@anfcorp.com
- 5. Date of 60-Day Notice of Violation (Pursuant to Section 1.2):** 6/20/2025
- 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:** 10/6/2025
- 7. Defendant’s Settlement Payment and Allocation (Pursuant to Section 5.1):**

<b>Payment Type</b>	
Total Settlement Payment	<b>\$30,000</b>
Civil Penalty (Total)	\$6,000
-OEHHA (75%)	\$4,500
-EHA (25%)	\$1,500
Additional Settlement Payment (EHA)	\$3,000
Additional Settlement Payment (CEH)	\$1,500

1	Attorneys' Fees and Costs (Entorno Law)	\$18,000
2		
3	Attorneys' Fees and Costs (Lexington Law)	\$1,500
4		

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

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

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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 A:**  
**OXFORD INDUSTRIES, INC.**

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- 2
- 3 **1. Name of Settling Defendant(s):** Oxford Industries, Inc. (Tommy Bahama Group, Inc.;  
4 Johnny Was, LLC)
- 5 **2. Covered Products:** receipt paper
- 6 **3. Provisions of Section 3.1 that apply (check all that apply):**
- 7
- 8 3.1.1
- 9 **4. Person(s) to Receive Notices (Pursuant to Section 8.2):**
- 10 **Oxford Industries, Inc.**  
Jonathan O. Leptich, General Counsel  
11 999 Peachtree St. NE, Suite 1225  
Atlanta, GA 30309  
12 Telephone: (206) 905-5406  
13 generalcounsel@oxfordinc.com
- 14 **Norton Rose Fulbright US LLP**  
Jeffrey B. Margulies (Bar No. 126002)  
15 555 South Flower Street, Forty-First Floor  
Los Angeles, California 90071  
16 Telephone: (213) 892-9200  
17 Facsimile: (213) 892-9494  
jeff.margulies@nortonrosefulbright.com
- 18 **5. Date of 60-Day Notice of Violation (Pursuant to Section 1.2):** June 20, 2025 (Tommy  
19 Bahama Group, Inc.); June 27, 2025 (Johnny Was, LLC)
- 20
- 21 **6. Complaint Naming Settling Defendant (Pursuant to Section 1.4):** *Environmental*  
22 *Health Advocates, Inc. v. Aldi, Inc., et al.*, San Francisco County Superior Court Case No.  
CGC-25-627429
- 23 **a. Date Complaint Filed:** July 21, 2025
- 24
- 25 **b. Date Settling Defendant(s) Named in Complaint:** October 6, 2025 (Oxford  
26 Industries, Inc.)
- 27 **7. Defendant's Settlement Payment and Allocation (Pursuant to Section 5.1):**
- 28

<b>Payment Type</b>	
Total Settlement Payment	<b>\$30,000</b>
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
-Entorno Fees and Costs	\$18,000.00
-LLG Fees and Costs	\$1,500.00

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

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

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Environmental Health Advocates (Taxpayer identification number )	Penalty	Noam Glick Glick Law Group 225 Broadway, Suite 1900 San Diego, CA 92101
Environmental Health Advocates (Taxpayer identification number )	ASP	Noam Glick Glick Law Group 225 Broadway, Suite 1900 San Diego, CA 92101
Center For Environmental Health (Taxpayer identification number 94-3251981)	ASP	Mark Todzo Lexington Law Group 503 Divisadero Street San Francisco, CA 94117
Entorno Law, LLP (Taxpayer identification number )	Fee and Cost	Noam Glick Glick Law Group 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

**EXHIBIT A:**  
**FAST RETAILING CO., LTD.; UNIQLO USA LLC; THEORY LLC**

1  
2  
3 **1. Name of Settling Defendant(s):** Fast Retailing Co., Ltd.; Uniqlo USA LLC; Theory LLC

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

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

6  
7 3.1.1

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

9 **Aron Weiss**  
10 VP, Legal  
11 38 Gansevoort St., NY NY 10014  
12 Aron.weiss@fastretailing.com  
(877) 242-3317

13 **Norton Rose Fulbright US LLP**  
14 Jeffrey B. Margulies (Bar No. 126002)  
15 555 South Flower Street, Forty-First Floor  
16 Los Angeles, California 90071  
Telephone: (213) 892-9200  
Facsimile: (213) 892-9494  
jeff.margulies@nortonrosefulbright.com

17 **5. Date of 60-Day Notice of Violation (Pursuant to Section 1.2):** June 27, 2025 (Fast  
18 Retailing Co., Ltd.; Uniqlo USA LLC); August 15, 2025 (Theory LLC)

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

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

23 **b. Date Settling Defendant(s) Named in Complaint:** May 4, 2026 (Uniqlo USA LLC;  
24 Theory LLC)

25  
26 **7. Defendant's Settlement Payment and Allocation (Pursuant to Section 5.1):**

<b>Payment Type</b>	
Total Settlement Payment	<b>\$12,500.00</b>
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
-Entorno Fees and Costs	\$8,550.00
-LLG Fees and Costs	\$525.00

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

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

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Environmental Health Advocates (Taxpayer identification number )	Penalty	Noam Glick Glick Law Group 225 Broadway, Suite 1900 San Diego, CA 92101
Environmental Health Advocates (Taxpayer identification number )	ASP	Noam Glick Glick Law Group 225 Broadway, Suite 1900 San Diego, CA 92101
Center For Environmental Health (Taxpayer identification number 94-3251981)	ASP	Mark Todzo Lexington Law Group 503 Divisadero Street San Francisco, CA 94117
Entorno Law, LLP (Taxpayer identification number )	Fee and Cost	Noam Glick Glick Law Group 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

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**EXHIBIT A  
La-Z-Boy Incorporated**

- 1. Name of Settling Defendant:** La-Z-Boy Incorporated
- 2. Covered Products:** Thermal Receipt Paper
- 3. Provisions of Section 3.1 that apply (check all that apply):**  
 3.1.1       3.1.2       3.1.3
- 4. Person(s) to Receive Notices (Pursuant to Section 8.2):**  
 D’s Counsel and/or Client contact Joe.Schlageter@la-z-boy.com
- 5. Date of 60-Day Notice of Violation (Pursuant to Section 1.2):** 7/11/2025
- 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
  - b. Date Settling Defendant(s) Named in Complaint:** 10/6/2025
- 7. Defendant’s Settlement Payment and Allocation (Pursuant to Section 5.1):**

<b>Payment Type</b>	
Total Settlement Payment	<b>\$20,000</b>
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

1	Attorneys' Fees and Costs (Entorno Law)	\$13,125
2		
3	Attorneys' Fees and Costs (Lexington Law)	\$1,037.50
4		

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

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

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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 A:**  
**HOT TOPIC, INC.**

- 1
- 2
- 3 **1. Name of Settling Defendant(s):** Hot Topic, Inc. (Hot Topic Merchandising, Inc.; Box
- 4 Lunch)
- 5 **2. Covered Products:** receipt paper
- 6 **3. Provisions of Section 3.1 that apply (check all that apply):**
- 7
- 8 3.1.1
- 9 **4. Person(s) to Receive Notices (Pursuant to Section 8.2):**
- 10 **Andy Medlin**
- 11 VP & General Counsel
- 12 18305 San Jose Ave
- 13 City of Industry, CA 91748
- 14 amedlin@hottopic.com
- 15 Telephone: (626) 667-3600
- 16 **Norton Rose Fulbright US LLP**
- 17 Jeffrey B. Margulies (Bar No. 126002)
- 18 555 South Flower Street, Forty-First Floor
- 19 Los Angeles, California 90071
- 20 Telephone: (213) 892-9200
- 21 Facsimile: (213) 892-9494
- 22 jeff.margulies@nortonrosefulbright.com
- 23 **5. Date of 60-Day Notice of Violation (Pursuant to Section 1.2):** June 20, 2025 (Hot
- 24 Topic); July 3, 2025 (Box Lunch)
- 25 **6. Complaint Naming Settling Defendant (Pursuant to Section 1.4):** *Environmental*
- 26 *Health Advocates, Inc. v. Aldi, Inc., et al.*, San Francisco County Superior Court Case No.
- 27 CGC-25-627429
- 28 **a. Date Complaint Filed:** July 21, 2025
- b. Date Settling Defendant(s) Named in Complaint:** October 6, 2025
- 7. Defendant's Settlement Payment and Allocation (Pursuant to Section 5.1):**

1	<b>Payment Type</b>	
2	Total Settlement Payment	<b>\$30,000</b>
3	Civil Penalty (Total)	\$6,000
4	-OEHHA (75%)	\$4,500
5	-EHA (25% )	\$1,500
6	Additional Settlement Payment (EHA)	\$3,000
7	Additional Settlement Payment (CEH)	\$1,500
8	-Entorno Fees and Costs	\$18,000
9	-LLG Fees and Costs	\$1,500
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14 **8. Defendant's Allocation of Payments (Pursuant to Section 5.1):**

15	Payee	Type	Deliver To
16	OEHHA (Taxpayer identification number 68-0284486)	Penalty	<b>For United States Postal Service Delivery:</b>
17			Attn: Mike Gyurics Fiscal Operations Branch Chief Office of Environmental Health Hazard Assessment P.O. Box 4010, MS #19B Sacramento, CA 95812-4010
18			<b>For Non-United States Postal Service Delivery:</b>
19			Attn: Mike Gyurics Fiscal Operations Branch Chief Office of Environmental Health Hazard Assessment 1001 I Street, MS #19B Sacramento, CA 95814
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Environmental Health Advocates (Taxpayer identification number )	Penalty	Noam Glick Glick Law Group 225 Broadway, Suite 1900 San Diego, CA 92101
Environmental Health Advocates (Taxpayer identification number )	ASP	Noam Glick Glick Law Group 225 Broadway, Suite 1900 San Diego, CA 92101
Center For Environmental Health (Taxpayer identification number 94-3251981)	ASP	Mark Todzo Lexington Law Group 503 Divisadero Street San Francisco, CA 94117
Entorno Law, LLP (Taxpayer identification number )	Fee and Cost	Noam Glick Glick Law Group 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

**EXHIBIT A:**  
**MACY'S RETAIL HOLDINGS, LLC; BLUEMERCURY, INC.**

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3 **1. Name of Settling Defendant(s):** Macy's Retail Holdings, LLC; Bluemercury, Inc.

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

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

6  
7 3.1.1

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

9 **Macy's Retail Holdings, LLC; Bluemercury, Inc.**  
10 serviceofprocess@macys.com

11 **Norton Rose Fulbright US LLP**  
12 Jeffrey B. Margulies (Bar No. 126002)  
13 555 South Flower Street, Forty-First Floor  
14 Los Angeles, California 90071  
15 Telephone: (213) 892-9200  
16 Facsimile: (213) 892-9494  
17 jeff.margulies@nortonrosefulbright.com

18 **5. Date of 60-Day Notice of Violation (Pursuant to Section 1.2):** June 27, 2025 (Macy's);  
19 July 25, 2025 (Bluemercury); October 10, 2025 (Macy's); November 21, 2025 (Macy's);  
20 December 12, 2025 (Macy's)

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

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

25 **b. Date Settling Defendant(s) Named in Complaint:** May 4, 2026 (Macy's Retail  
26 Holdings, LLC; Bluemercury, Inc.)

27 **7. Defendant's Settlement Payment and Allocation (Pursuant to Section 5.1):**  
28

<b>Payment Type</b>	
Total Settlement Payment	<b>\$5,000.00</b>
Civil Penalty (Total)	\$650
-OEHHA (75%)	\$487.50
-EHA (25%)	\$162.50
Additional Settlement Payment (EHA)	\$250
Additional Settlement Payment (CEH)	\$217.50
-Entorno Fees and Costs	\$3,665
-LLG Fees and Costs	\$217.50

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

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

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Environmental Health Advocates (Taxpayer identification number )	Penalty	Noam Glick Glick Law Group 225 Broadway, Suite 1900 San Diego, CA 92101
Environmental Health Advocates (Taxpayer identification number )	ASP	Noam Glick Glick Law Group 225 Broadway, Suite 1900 San Diego, CA 92101
Center For Environmental Health (Taxpayer identification number 94-3251981)	ASP	Mark Todzo Lexington Law Group 503 Divisadero Street San Francisco, CA 94117
Entorno Law, LLP (Taxpayer identification number )	Fee and Cost	Noam Glick Glick Law Group 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

**EXHIBIT A:**  
**THE TJX COMPANIES, INC.; HOMEGOODS, LLC**

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2  
3 **1. Name of Settling Defendant(s):** The TJX Companies, Inc. (HomeGoods, LLC; Marshalls  
4 of CA, LLC; Marshalls of MA, Inc.; Newton Buying Company of California, Inc.;  
Marmaxx Operating Corp.)

5 **2. Covered Products:** receipt paper and stickers

6 **3. Provisions of Section 3.1 that apply (check all that apply):**  
7

8 3.1.1

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

10 **Legal Department**

11 **The TJX Companies, Inc.**

12 Attn: Jennifer Peoples VP, Legal – Litigation & Regulatory Counsel  
13 550 Cochituate Rd.

14 Framingham, MA 01701

Telephone: (508) 390-2124

Jennifer\_peoples@tjx.com

15 **Norton Rose Fulbright US LLP**

16 Jeffrey B. Margulies (Bar No. 126002)

17 555 South Flower Street, Forty-First Floor

Los Angeles, California 90071

Telephone: (213) 892-9200

18 Facsimile: (213) 892-9494

jeff.margulies@nortonrosefulbright.com

19 **5. Date of 60-Day Notice of Violation (Pursuant to Section 1.2):** May 30, 2025 (The TJX  
20 Companies, Inc.; Marshalls; HomeGoods, LLC); October 31, 2025 (The TJX Companies,  
21 Inc.; Marshalls); January 16, 2026 (The TJX Companies, Inc.; Marshalls); March 6, 2026  
22 (The TJX Companies, Inc.; Marshalls)

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

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

26  
27 **b. Date Settling Defendant(s) Named in Complaint:** May 4, 2026 (HomeGoods, LLC)

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

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<b>Payment Type</b>	
Total Settlement Payment	<b>\$5,000.00</b>
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
-Entorno Fees and Costs	\$3,665.00
-LLG Fees and Costs	\$217.50

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

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

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		Sacramento, CA 95814
Environmental Health Advocates (Taxpayer identification number )	Penalty	Noam Glick Glick Law Group 225 Broadway, Suite 1900 San Diego, CA 92101
Environmental Health Advocates (Taxpayer identification number )	ASP	Noam Glick Glick Law Group 225 Broadway, Suite 1900 San Diego, CA 92101
Center For Environmental Health (Taxpayer identification number 94-3251981)	ASP	Mark Todzo Lexington Law Group 503 Divisadero Street San Francisco, CA 94117
Entorno Law, LLP (Taxpayer identification number )	Fee and Cost	Noam Glick Glick Law Group 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

**EXHIBIT A**  
**The Estee Lauder Companies Inc.**

- 1  
2  
3 **1. Name of Settling Defendant:** The Estee Lauder Companies Inc.  
4 **2. Covered Products:** Thermal Receipt Paper  
5 **3. Provisions of Section 3.1 that apply (check all that apply):**  
6  
7 3.1.1  3.1.2  3.1.3   
8 **4. Person(s) to Receive Notices (Pursuant to Section 8.2):**  
9 D's Counsel and/or Client contact Sabrina Mizrachi smizrach@estee.com  
10 **5. Date of 60-Day Notice of Violation (Pursuant to Section 1.2):** 6/13/2025  
11  
12 **6. Complaint Naming Settling Defendant (Pursuant to Section 1.4):**  
13 *Environmental Health Advocates v. Aldi Inc., et al. San Francisco County Superior*  
14 *Court Case No. CGC-25-627429*  
15 **a. Date Complaint Filed:** July 21, 2025  
16 **b. Date Settling Defendant(s) Named in Complaint:** 5/4/2026  
17  
18 **7. Defendant's Settlement Payment and Allocation (Pursuant to Section 5.1):**

19

<b>Payment Type</b>	
Total Settlement Payment	<b>\$30,000</b>
Civil Penalty (Total)	\$6,000
-OEHHA (75%)	\$4,500
-EHA (25%)	\$1,500
Additional Settlement Payment (EHA)	\$3,000
Additional Settlement Payment (CEH)	\$1,500

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1	Attorneys' Fees and Costs (Entorno Law)	\$18,000
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3	Attorneys' Fees and Costs (Lexington Law)	\$1,500
4		

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

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

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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 A**  
**Urbane Cafe Operations, LLC**

**1. Name of Settling Defendant:** Urbane Cafe Operations, LLC

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

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

3.1.1       3.1.2                      3.1.3

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

D's Counsel and/or Client contact    Tom G Holt, President, Urbane Cafe Operations LLC  
tom@urbanecafe.com

**5. Date of 60-Day Notice of Violation (Pursuant to Section 1.2):** 7/11/2025

**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

**b. Date Settling Defendant(s) Named in Complaint:** 5/4/2026

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

<b>Payment Type</b>	
Total Settlement Payment	<b>\$20,000</b>
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

1	Attorneys' Fees and Costs (Entorno Law)	\$13,125
2		
3	Attorneys' Fees and Costs (Lexington Law)	\$1,037.50
4		

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

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

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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 A**  
**Upward Projects Holdings, LLC**

- 1
- 2
- 3 **1. Name of Settling Defendant:** Upward Projects Holdings, LLC
- 4 **2. Covered Products:** Thermal Receipt Paper
- 5 **3. Provisions of Section 3.1 that apply (check all that apply):**
- 6
- 7 3.1.1  3.1.2  3.1.3
- 8 **4. Person(s) to Receive Notices (Pursuant to Section 8.2):**
- 9 D's Counsel and/or Client contact sfoos@upwardprojects.com
- 10
- 11 **5. Date of 60-Day Notice of Violation (Pursuant to Section 1.2):** 7/25/2025
- 12 **6. Complaint Naming Settling Defendant (Pursuant to Section 1.4):**
- 13 *Environmental Health Advocates v. Aldi Inc., et al. San Francisco County Superior*
- 14 *Court Case No. CGC-25-627429*
- 15 **a. Date Complaint Filed:** July 21, 2025
- 16 **b. Date Settling Defendant(s) Named in Complaint:** 5/4/2026
- 17
- 18 **7. Defendant's Settlement Payment and Allocation (Pursuant to Section 5.1):**

19

<b>Payment Type</b>	
Total Settlement Payment	<b>\$20,000</b>
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

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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	<p><b>For United States Postal Service Delivery:</b></p> <p>Attn: Mike Gyurics Fiscal Operations Branch Chief Office of Environmental Health Hazard Assessment P.O. Box 4010, MS #19B Sacramento, CA 95812-4010</p> <p><b>For Non-United States Postal Service Delivery:</b></p> <p>Attn: Mike Gyurics Fiscal Operations Branch Chief Office of Environmental Health Hazard Assessment 1001 I Street, MS #19B Sacramento, CA 95814</p>
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

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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 A:**  
**EARTHBAR, LLC**

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2  
3 **1. Name of Settling Defendant(s):** Earthbar, LLC (Beaming)

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

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

6  
7 3.1.1

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

9 **Earthbar LLC**  
10 Bob Lustig  
11 Executive Chairman  
12 10440 Beach Blvd. #360  
13 Stanton, CA 90680  
14 Bob@earthbar.com  
15 949/279-5127

16 **Norton Rose Fulbright US LLP**  
17 Jeffrey B. Margulies (Bar No. 126002)  
18 555 South Flower Street, Forty-First Floor  
19 Los Angeles, California 90071  
20 Telephone: (213) 892-9200  
21 Facsimile: (213) 892-9494  
22 jeff.margulies@nortonrosefulbright.com

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

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

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

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

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

1	<b>Payment Type</b>	
2	Total Settlement Payment	<b>\$12,500</b>
3	Civil Penalty (Total)	\$2,000
4	-OEHHA (75%)	\$1,500
5	-EHA (25% )	\$500
6	Additional Settlement Payment (EHA)	\$900
7	Additional Settlement Payment (CEH)	\$525
8	-Entorno Fees and Costs	\$8,550
9	-LLG Fees and Costs	\$525
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14 **8. Defendant's Allocation of Payments (Pursuant to Section 5.1):**

15	Payee	Type	Deliver To
16	OEHHA (Taxpayer identification number 68-0284486)	Penalty	<b>For United States Postal Service Delivery:</b>
17			Attn: Mike Gyurics Fiscal Operations Branch Chief Office of Environmental Health Hazard Assessment P.O. Box 4010, MS #19B Sacramento, CA 95812-4010
18			<b>For Non-United States Postal Service Delivery:</b>
19			Attn: Mike Gyurics Fiscal Operations Branch Chief Office of Environmental Health Hazard Assessment 1001 I Street, MS #19B Sacramento, CA 95814
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Environmental Health Advocates (Taxpayer identification number )	Penalty	Noam Glick Glick Law Group 225 Broadway, Suite 1900 San Diego, CA 92101
Environmental Health Advocates (Taxpayer identification number )	ASP	Noam Glick Glick Law Group 225 Broadway, Suite 1900 San Diego, CA 92101
Center For Environmental Health (Taxpayer identification number 94-3251981)	ASP	Mark Todzo Lexington Law Group 503 Divisadero Street San Francisco, CA 94117
Entorno Law, LLP (Taxpayer identification number )	Fee and Cost	Noam Glick Glick Law Group 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

**EXHIBIT A  
Bushfire Chill, LLC**

- 1
- 2 **1. Name of Settling Defendant:** Bushfire Chill, LLC
- 3 **2. Covered Products:** thermal receipt paper
- 4 **3. Provisions of Section 3.1 that apply (check all that apply):**

5

6 3.1.1 X      3.1.2      3.1.3

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

8 Oliver Barwin  
9 Bushfire Chill, LLC  
10 3433 Via Montebello Suite # 166  
11 Carlsbad, CA 92009  
[oliverbarwin@bushfirekitchen.com](mailto:oliverbarwin@bushfirekitchen.com)

12 Corrie Plant  
13 Bick Law LLP  
14 520 Newport Center Drive, Suite 750  
15 Newport Beach, CA 92660  
16 Direct: (949) 432-3505  
17 Email: [cplant@bicklawllp.com](mailto:cplant@bicklawllp.com)

- 18 **5. Date of 60-Day Notice of Violation (Pursuant to Section 1.2):** August 15, 2025

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

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

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

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

25

Payment Type	Payment Amount
Total Settlement Payment	\$20,000
Civil Penalty (Total)	\$3,400

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1	-OEHHA (75%)	\$2,550
2	-EHA (25%)	\$850
3	Additional Settlement Payment (EHA)	\$1,400
4		
5	Additional Settlement Payment (CEH)	\$1,037.50
6		
7	Attorneys' Fees and Costs (Entorno Law)	\$13,125
8		
9	Attorneys' Fees and Costs (Lexington Law)	\$1,037.50

10

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

12	Payee	Type	Deliver To
13			<b>For United States Postal Service Delivery:</b>
14			Attn: Mike Gyurics
15			Fiscal Operations Branch
16			Chief
17			Office of Environmental
18			Health Hazard Assessment
19			P.O. Box 4010, MS #19B
20			Sacramento, CA 95812-4010
21			<b>For Non-United States Postal Service Delivery:</b>
22			Attn: Mike Gyurics
23			Fiscal Operations Branch
24			Chief
25			Office of Environmental
26			Health Hazard Assessment
27			1001 I Street, MS #19B
28			Sacramento, CA 95814

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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



<b>Payment Type</b>	
Total Settlement Payment	<b>\$12,500.00</b>
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
-Entorno Fees and Costs	\$8,550.00
-LLG Fees and Costs	\$525.00

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

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

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Environmental Health Advocates (Taxpayer identification number )	Penalty	Noam Glick Glick Law Group 225 Broadway, Suite 1900 San Diego, CA 92101
Environmental Health Advocates (Taxpayer identification number )	ASP	Noam Glick Glick Law Group 225 Broadway, Suite 1900 San Diego, CA 92101
Center For Environmental Health (Taxpayer identification number 94-3251981)	ASP	Mark Todzo Lexington Law Group 503 Divisadero Street San Francisco, CA 94117
Entorno Law, LLP (Taxpayer identification number )	Fee and Cost	Noam Glick Glick Law Group 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



1	Additional Settlement Payment (EHA)	
2		\$1,400
3	Additional Settlement Payment (CEH)	
4		\$1,037.50
5	-Entorno Fees and Costs	
6		\$13,125
7	-LLG Fees and Costs	
8		\$1,037.50

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

9	Payee	Type	Deliver To
10	11 12 13 14 15 16 17 18 19 20 21 22 OEHHA (Taxpayer identification number 68-0284486)	Penalty	<b>For United States Postal Service Delivery:</b>
11			Attn: Mike Gyurics Fiscal Operations Branch Chief Office of Environmental Health Hazard Assessment P.O. Box 4010, MS #19B Sacramento, CA 95812-4010
12			<b>For Non-United States Postal Service Delivery:</b>
13			Attn: Mike Gyurics Fiscal Operations Branch Chief Office of Environmental Health Hazard Assessment 1001 I Street, MS #19B Sacramento, CA 95814
14	23 24 25 26 27 28 Environmental Health Advocates (Taxpayer identification number )	Penalty	Noam Glick Glick Law Group 225 Broadway, Suite 1900 San Diego, CA 92101

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

**EXHIBIT A**  
**Creative Genius, LLC**

**1. Name of Settling Defendant:** Creative Genius, LLC

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

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

3.1.1       3.1.2                      3.1.3

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

D's Counsel and/or Client contact    [mcourtney@criticalpointcapital.com](mailto:mcourtney@criticalpointcapital.com)

**5. Date of 60-Day Notice of Violation (Pursuant to Section 1.2):** 6/27/2025, as amended on 9/5/2025

**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:** 5/4/2026

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

<b>Payment Type</b>	
Total Settlement Payment	<b>\$20,000</b>
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

1	Attorneys' Fees and Costs (Entorno Law)	\$13,125
2		
3	Attorneys' Fees and Costs (Lexington Law)	\$1,037.50
4		

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

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

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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

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**EXHIBIT A  
Mountain Mike's Pizza**

- 1. Name of Settling Defendant:** Mountain Mike's Pizza
- 2. Covered Products:** Thermal Receipt Paper
- 3. Provisions of Section 3.1 that apply (check all that apply):**  
  - 3.1.1       3.1.2       3.1.3
- 4. Person(s) to Receive Notices (Pursuant to Section 8.2):**  
 D's Counsel and/or Client contact Jim Metevier; jim@mountainmikespizza.com
- 5. Date of 60-Day Notice of Violation (Pursuant to Section 1.2):** 8/1/2025, as amended on 10/17/2025
- 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:** 5/4/2026
- 7. Defendant's Settlement Payment and Allocation (Pursuant to Section 5.1):**

<b>Payment Type</b>	
Total Settlement Payment	<b>\$30,000</b>
Civil Penalty (Total)	\$6,000
-OEHHA (75%)	\$4,500
-EHA (25%)	\$1,500
Additional Settlement Payment (EHA)	\$3,000
Additional Settlement Payment (CEH)	\$1,500

1	Attorneys' Fees and Costs (Entorno Law)	\$18,000
2		
3	Attorneys' Fees and Costs (Lexington Law)	\$1,500
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5 **8. Defendant's Allocation of Payments (Pursuant to Section 5.1):**

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

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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 A**  
**[Pet Food Express, LLC]**

**1. Name of Settling Defendant:** Pet Food Express, LLC

**2. Covered Products:** thermal printing paper used to print receipts

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

3.1.1       3.1.2                      3.1.3

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

Whitney R. Miner, Esq.  
miner@ballardspahr.com  
Ballard Spahr LLP  
71 Stevenson Street, Suite 400  
San Francisco, California, 94015

Rise Hirahara, Esq.  
RHirahara@petfoodexpress.com  
Pet Food Express, LLC

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

October 10, 2025 AG No. 2025-04137 (amending August 1, 2025, AG No. 2025-02841)

**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	Payment Amount
Total Settlement Payment	<b>\$30,000</b>
Civil Penalty (Total)	\$6,000
-OEHHA (75%)	\$4,500
-EHA (25%)	\$1,500

1	Additional Settlement Payment (EHA)	\$3,000
2	Additional Settlement Payment (CEH)	\$1,500
3	Attorneys' Fees and Costs (Entorno Law)	\$18,000
4	Attorneys' Fees and Costs (Lexington Law)	\$1,500

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

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

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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 A  
BDL USA, INC.**

**1. Name of Settling Defendant:** BDL 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):**

D's Counsel and/or Client contact max@badiodilatte.us

**5. Date of 60-Day Notice of Violation (Pursuant to Section 1.2):** 7/25/2025, as amended on 9/26/2025

**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:** 5/4/2026

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

<b>Payment Type</b>	
Total Settlement Payment	<b>\$20,000</b>
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

1	Attorneys' Fees and Costs (Entorno Law)	\$13,125
2		
3	Attorneys' Fees and Costs (Lexington Law)	\$1,037.50
4		

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

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

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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**

<b>Tier</b>	<b>Tier (No. Rolls)</b>	<b>Totals</b>
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

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**Exhibit C – List of Settling Defendants**

1. Calvin Klein, Inc.; Tommy Hilfiger Licensing LLC; Tommy Hilfiger Retail, LLC
2. Sbarro Franchising Co. LLC
3. Color Image Apparel, Inc. (ALO)
4. Vineyard Vines, LLC
5. Abercrombie & Fitch Trading Co.
6. Oxford Industries, Inc. (Tommy Bahama Group, Inc.; Johnny Was, LLC)
7. Fast Retailing Co., Ltd.; Uniqlo USA LLC; Theory LLC
8. La-Z-Boy Incorporated
9. Hot Topic, Inc. (Hot Topic Merchandising, Inc.; Box Lunch)
10. Macy’s Retail Holdings, LLC; Bluemercury, Inc.
11. The TJX Companies, Inc. (HomeGoods, LLC; Marshalls of CA, LLC; Marshalls of MA, Inc.; Newton Buying Company of California, Inc.; Marmaxx Operating Corp.)
12. The Estee Lauder Companies Inc.
13. Urbane Cafe Operations, LLC
14. Upward Projects Holdings, LLC
15. Earthbar, LLC (Beaming)
16. Bushfire Chill, LLC
17. G-III Apparel Group, Ltd.; The Donna Karan Company Store LLC; DKNY; Karl Lagerfeld; Vilebrequin
18. The Fragrance Outlet/ Perf Opco LLC D.B.A Perfumania, LLC and Perfumania Holdings, LLC
19. Creative Genius, LLC
20. Mountain Mike’s Pizza
21. Pet Food Express, LLC
22. BDL USA, Inc