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14 SUPERIOR COURT OF THE STATE OF CALIFORNIA
15 FOR THE COUNTY OF SAN FRANCISCO

16 CENTER FOR ENVIRONMENTAL
17 HEALTH,

18 Plaintiff,

19 v.

20 AESOP USA, INC., *et al.*,

21 Defendants.

Case No. CGC-25-623997

**[PROPOSED] CONSENT
JUDGMENT AS TO DEFENDANT
MAURICES INCORPORATED**

22 **1. INTRODUCTION**

23 1.1 The Parties to this Consent Judgment are the Center for Environmental Health, a
24 California non-profit corporation (“CEH”) and Maurices Incorporated (referred to herein as
25 “Settling Defendant”). CEH and Settling Defendant (the “Parties”) enter into this Consent
26 Judgment to settle certain claims asserted by CEH against Settling Defendant as set forth in the
27 operative complaint (“Complaint”) in the above-captioned matter.

28 1.2 On July 16, 2025, CEH provided a 60-day Notice of Violation of Proposition 65 to
the California Attorney General, the District Attorneys of every county in California, the City

1 Attorneys of every California city with a population greater than 750,000, and to Settling
2 Defendant, alleging that Settling Defendant violated Proposition 65 by exposing persons to
3 Bisphenol S (“BPS”) contained in thermal receipt paper without first providing a clear and
4 reasonable Proposition 65 warning.

5 1.3 Settling Defendant is a corporation or other business entity that manufactures,
6 distributes, purchases for use, causes to be purchased for use, sells, offers to sell, provides, or
7 offers to provide thermal receipt paper in the State of California or has done so in the past.

8 1.4 On April 3, 2025, CEH filed the original Complaint in the above-captioned matter.
9 On July 21, 2025, CEH filed the operative First Amended Complaint in the action. On September
10 29, 2025, CEH named Settling Defendant as a defendant to the action.

11 1.5 For purposes of this Consent Judgment only, the Parties stipulate that this Court
12 has jurisdiction over the allegations of violations contained in the Complaint and personal
13 jurisdiction over Settling Defendant as to the acts alleged in the Complaint, that venue is proper
14 in the County of San Francisco, and that this Court has jurisdiction to enter and enforce this
15 Consent Judgment as a full and final resolution of all claims which were or could have been
16 raised in the Complaint based on the facts alleged therein with respect to Covered Products that
17 Settling Defendant manufactured, distributed, purchased for use, sold, offered to sell, provided, or
18 offered to provide.

19 1.6 Nothing in this Consent Judgment is or shall be construed as an admission by the
20 Parties of any fact, conclusion of law, issue of law, or violation of law, nor shall compliance with
21 the Consent Judgment constitute or be construed as an admission by the Parties of any fact,
22 conclusion of law, issue of law, or violation of law. Nothing in this Consent Judgment shall
23 prejudice, waive or impair any right, remedy, argument, or defense the Parties may have in any
24 other pending or future legal proceedings. This Consent Judgment is the product of negotiation
25 and compromise and is accepted by the Parties solely for purposes of settling, compromising, and
26 resolving issues disputed in this action.

1 **2. DEFINITIONS**

2 2.1 “Bisphenol” means a chemical with two phenol rings connected by a single linker
3 atom. The linker atom and phenol rings may have additional substituents.

4 2.2 “Compliance Date” means ninety (90) days after the Effective Date.

5 2.3 “Covered Products” means thermal receipt paper.

6 2.4 “BPS Free” means Covered Products that have no intentionally added BPS or
7 Bisphenol-A (“BPA”).

8 2.5 “Effective Date” means the date of entry of this Consent Judgment.

9 2.6 “Final Compliance Date” means one hundred fifty (150) days after the Effective
10 Date.

11 2.7 “Phenol Free Product” means a Covered Product that contains (a) no Restricted
12 Phenols; and (b) no Other Restricted Substances.

13 2.8 “Restricted Phenols” means Bisphenol A, BPS, 2,4-Bisphenol S, Bisphenol S-
14 MAE, Bisphenol S-MPE, Bisphenol AF, Bisphenol AP, Bisphenol B, Bisphenol C, Bisphenol E,
15 Bisphenol F, Bisphenol P, and Bisphenol Z, BisOPP-A, MBHA, PHBB, TGSA, D-8, D-90,
16 and/or DD-70 that a manufacturer has intentionally added to a product. For purposes of this
17 definition, a detection of BPA or BPS concentrations in excess of 200 parts per million when
18 tested for total content creates a rebuttable presumption that the BPA and/or BPS was
19 intentionally added to a product.

20 2.9 “Other Restricted Substances” means Pergafast 201 and/or BTUM (CAS RN
21 151882-81-4) that a manufacturer has intentionally added to a product.

22 2.10 “Bisphenol Free Product” means a Covered Product that contains no intentionally
23 added “Bisphenol” to a product.

24 **3. INJUNCTIVE RELIEF**

25 3.1 **Reformulation of Covered Products.** As of the Compliance Date, Settling
26 Defendant shall only purchase, distribute, or cause to be distributed for use in its California
27 locations Covered Products that are Phenol Free, as applicable, and shall have notified each of its
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1 California locations to only accept for use Covered Products that are Bisphenol Free or Phenol
2 Free, as applicable.

3 **3.2 Future Option to Change to Bisphenol Free or BPS Free Covered Products.**

4 **3.2.1 Future Option to Change to Bisphenol Free Covered Products.** If,
5 at some time after the Compliance Date, Settling Defendant chooses to switch to a Bisphenol
6 Free reformulation option, Settling Defendant shall notify CEH in writing of such decision and
7 then file a Notice of Change in Reformulation Election with the Court and pay the additional
8 amounts set forth in Section 5.2.5 below.

9 **3.2.2 Future Option to Change to BPS Free Covered Products.** If, at
10 some time after the Compliance Date, Settling Defendant chooses to switch to a BPS Free
11 reformulation option, Settling Defendant shall notify CEH in writing of such decision and then
12 file a Notice of Change in Reformulation Election with the Court and pay the additional
13 amounts set forth in Section 5.2.5 below.

14 **3.3 Reliance on Supplier Representations.** Settling Defendant may, in accordance
15 with the enforcement terms in Section 4 below, rely on written specifications and/or
16 representations, test results, or a certificate of compliance from its Covered Products supplier(s)
17 to comply with the foregoing obligations.

18 **4. ENFORCEMENT**

19 **4.1 General Enforcement Provisions.** The Parties may, by motion or application for
20 an order to show cause before this Court, enforce the terms and conditions contained in this
21 Consent Judgment. The Parties shall meet and confer on the alleged violation of this Consent
22 Judgment before bringing any such motion or application.

23 **4.2 Enforcement of Section 3.**

24 **4.2.1** Prior to bringing any motion or application to enforce the requirements
25 of Section 3 above, CEH shall provide Settling Defendant with a notice setting forth the factual
26 basis for the alleged violation of Section 3 and any test results or other data establishing that the
27 Covered Product was not Phenol Free, Bisphenol Free, or BPS Free, as applicable (“Notice of
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1 Violation”). For purposes of enforcement, a detection in excess of 200 parts per million (“ppm”)
2 of total content of BPS or any other Bisphenol creates a rebuttable presumption that the Covered
3 Product is not BPS Free or a Bisphenol Free Product. The Notice of Violation must include (i) a
4 copy of the receipt(s) or other allegedly violative thermal paper, (ii) if a receipt does not contain a
5 register number, a description and/or photograph of the location of the register from which such
6 receipt was printed sufficient to allow Settling Defendant to identify the register, or a description
7 of the location from which other allegedly violative Covered Products were found, and (iii) any
8 test results or other data establishing that the Covered Product was not BPS Free or a Bisphenol
9 Free Product.

10 4.2.2 Settling Defendant shall provide its response to the Notice of Violation
11 within 45 days.

12 4.2.2.1 If Settling Defendant’s response to a Notice of Violation served
13 under this Section 4 demonstrates the Covered Product used at the location identified in the
14 Notice of Violation was obtained directly or indirectly from an upstream supplier that is a party to
15 a consent judgment providing substantially equivalent or more protective reformulation
16 requirements from this set of related cases, CEH shall take no further action against Settling
17 Defendant except as set forth herein. If the upstream supplier successfully demonstrates that the
18 Covered Product was BPS Free, CEH shall notify Settling Defendant, which may then respond in
19 accordance with Section 4.2.2.2 or clean the identified register.

20 4.2.2.2 Settling Defendant may respond to a Notice of Violation by
21 providing tests of the thermal receipt paper used in the register identified in the Notice of
22 Violation before and after a receipt is printed.

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

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

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

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

5 4.2.3 If, in response to a first Notice of Violation, Settling Defendant does
6 not or is unable to produce the testing described in Sections 4.2.2.2, CEH shall take no further
7 action against Settling Defendant if it demonstrates the following in response to a first Notice of
8 Violation under this Consent Judgment: (i) the thermal receipt paper used at the location at which
9 the allegedly violative Covered Product was provided was obtained from a direct or indirect
10 supplier that had provided a written specification, test result, or certificate of compliance that the
11 Covered Product was BPS Free, or a Bisphenol Free or Phenol Free Product, and (ii) the alleged
12 violation has been cured by Settling Defendant.

13 4.2.4 After the first Notice of Violation, subsequent Notices of Violation
14 shall be subject to the same meet and confer rules outlined in Section 4.1.1. Should attempts at
15 informal resolution fail, CEH may file its enforcement motion or application. The prevailing
16 party on any motion to enforce this Consent Judgment shall be entitled to its reasonable
17 attorneys' fees and costs in accordance with Section 11.1 of this Consent Judgment.

18 4.2.5 The Parties agree that a Notice of Violation shall not be considered a
19 first notice of violation for purposes of Section 4.2 if either (a) the Covered Product was (i)
20 released by this Consent Judgment or (ii) otherwise complied with its injunctive terms, (b) the
21 Notice of Violation was (x) withdrawn or (y) successfully contested, or (c) Settling Defendant
22 had not previously received a Notice of Violation for Covered Products supplied by the same
23 supplier.

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

5 **5. PAYMENTS**

6 5.1 **Total Settlement Payment.** Within thirty (30) days of the Effective Date,
7 Settling Defendant shall pay the total settlement amount of \$12,500 and no cents as a settlement
8 payment as further set forth in this Section. Any payment by Settling Defendant shall be deemed
9 to be timely and not subject to a late charge and/or other penalty if (1) postmarked (if sent by the
10 United States Postal Service) or (2) delivered to an overnight carrier (e.g. Fed Ex), on or before
11 the deadline set forth in this paragraph.

12 5.2 **Allocation of Payments.** The total settlement amount for Settling Defendant shall
13 be paid in five separate checks or in two electronic transfers, one to Lexington Law Group, LLP's
14 ("LLG") IOLTA account and one to the State of California's Office of Environmental Health
15 Hazard Assessment ("OEHHA"), in the amounts specified below and delivered as set forth
16 below. Any failure by Settling Defendant to comply with the payment terms herein shall be
17 subject to a stipulated late fee to be paid by Settling Defendant in the amount of \$100 for each
18 day the full payment is not received after the applicable payment due date set forth in Section 5.1.
19 The late fees required under this Section shall be recoverable, together with reasonable attorneys'
20 fees, in an enforcement proceeding brought pursuant to Section 4 of this Consent Judgment. The
21 funds paid by Settling Defendant shall be allocated as set forth below between the following
22 categories and made payable as follows:

23 5.2.1 \$1,720 as a civil penalty pursuant to Health & Safety Code §
24 25249.7(b). The civil penalty payment shall be apportioned in accordance with Health & Safety
25 Code § 25249.12 (25% to CEH and 75% to OEHHA). Accordingly, the OEHHA portion of the
26 civil penalty payment for \$1,290 shall be made payable to OEHHA and associated with taxpayer
27 identification number 68-0284486. This payment shall be delivered as follows:

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For United States Postal Service Delivery:
Attn: Mike Gyurics
Deputy Director for Administrative Services
Office of Environmental Health Hazard Assessment
P.O. Box 4010, MS #19B
Sacramento, CA 95812-4010

For Non-United States Postal Service Delivery:
Attn: Mike Gyurics
Deputy Director for Administrative Services
Office of Environmental Health Hazard Assessment
1001 I Street, MS #19B
Sacramento, CA 95814

The CEH portion of the civil penalty payment of \$430 shall be made payable to the Center for Environmental Health and associated with taxpayer identification number 94-3251981. This payment shall be delivered to Lexington Law Group, LLP, 503 Divisadero Street, San Francisco, CA 94117.

5.2.2 \$1,260 as an Additional Settlement Payment (“ASP”) to CEH pursuant to Health & Safety Code § 25249.7(b), and California Code of Regulations, Title 11, § 3204 and California Code of Regulations, Title 11, § 3204. CEH intends to place these funds in CEH’s Toxics in Food Fund and use them to support CEH programs and activities that seek to educate the public about Bisphenols and other toxic chemicals in food, to work with the food industry and agriculture interests to reduce exposure to Bisphenols and other toxic chemicals in food, and to thereby reduce the public health impacts and risks of exposure to Bisphenols and other toxic chemicals in food sold in California. CEH shall obtain and maintain adequate records to document that ASPs are spent on these activities and CEH agrees to provide such documentation to the Attorney General within thirty (30) days of any request from the Attorney General. The payment pursuant to this Section shall be made payable to the Center for Environmental Health and associated with taxpayer identification number 94-3251981. This payment shall be delivered to Lexington Law Group, LLP, 503 Divisadero Street, San Francisco, CA 94117.

5.2.3 \$9,520 as a reimbursement of a portion of CEH’s reasonable attorneys’ fees and costs. The attorneys’ fees and cost reimbursement shall be made in two

1 separate checks as follows: (a) \$7,700 payable to the Lexington Law Group, LLP and associated
 2 with taxpayer identification number 88-4399775; and (b) \$1,820 payable to the Center for
 3 Environmental Health and associated with taxpayer identification number 94-3251981. Both of
 4 these payments shall be delivered to Lexington Law Group, LLP, 503 Divisadero Street, San
 5 Francisco, CA 94117.

6 5.2.4 To summarize, Settling Defendant shall deliver checks or make
 7 electronic transfers made out to the payees and in the amounts set forth below:

8 Payee	Type	Amount	Deliver To
9 OEHHA	Penalty	\$ 1,290	OEHHA per Section 5.2.1
10 Center For Environmental Health	Penalty	\$ 430	LLG
11 Center For Environmental Health	ASP	\$ 1,260	LLG
12 Lexington Law Group, LLP	Fee and Cost	\$ 7,700	LLG
13 Center For Environmental Health	Fee and Cost	\$1,820	LLG

14 5.2.5 **Additional Payments for Switching to Bisphenol Free or BPS Free**
 15 **Covered Products.**

16 5.2.5.1 **Additional Payment for Switching to Bisphenol Free Covered**
 17 **Products.** If, at some time after the Compliance Date, Settling Defendant elects to switch to
 18 Bisphenol Free Covered Products as set forth in Section 3.2.1, Settling Defendant shall make an
 19 additional payment of \$6,250 to be divided between a civil penalty, ASP and attorneys' fees and
 20 costs as set forth herein. Of the additional payment, \$2,500 shall be a civil penalty, apportioned
 21 in accordance with Health & Safety Code § 25249.12 (25% to CEH and 75% to OEHHA).
 22 Accordingly, the OEHHA portion of the civil penalty payment of \$1,875 shall be made payable
 23 to OEHHA, associated with taxpayer identification number 68-0284486, and sent to the OEHHA
 24 address set forth in section 5.2.1 above. The CEH portion of the additional civil penalty payment
 25 of \$625 shall be made payable to the Center for Environmental Health and associated with
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1 taxpayer identification number 94-3251981. \$1,875 of the additional payment shall be made
2 payable to Lexington Law Group, LLP, 503 Divisadero Street, San Francisco, CA 94117 for fees
3 and costs associated with the additional payment. The remaining \$1,875 of the additional
4 payment shall be made payable to the Center for Environmental Health and associated with
5 taxpayer identification number 94-3251981 and shall be used as set forth in Section 5.2.2. Both
6 payments to CEH shall be delivered to Lexington Law Group, LLP, 503 Divisadero Street, San
7 Francisco, CA 94117.

8 5.2.5.2 Additional Payment for Switching to BPS Free Covered

9 **Products.** If, at some time after the Compliance Date, Settling Defendant elects to switch to BPS
10 Free or Bisphenol Free Covered Products as set forth in Section 3.2.2, Settling Defendant shall
11 make an additional payment of \$10,000 to be divided between a civil penalty, ASP and attorneys'
12 fees and costs as set forth herein. Of the additional payment, \$4,600 shall be a civil penalty,
13 apportioned in accordance with Health & Safety Code § 25249.12 (25% to CEH and 75% to
14 OEHHA). Accordingly, the OEHHA portion of the civil penalty payment of \$3,450 shall be
15 made payable to OEHHA, associated with taxpayer identification number 68-0284486, and to the
16 OEHHA address set forth in section 5.2.1 above. The CEH portion of the additional civil penalty
17 payment of \$1,150 shall be made payable to the Center for Environmental Health and associated
18 with taxpayer identification number 94-3251981. \$1,875 of the additional payment shall be made
19 payable to Lexington Law Group, LLP, 503 Divisadero Street, San Francisco, CA 94117 for fees
20 and costs associated with the additional payment. The remaining \$3,400 of the additional
21 payment shall be made payable to the Center for Environmental Health and associated with
22 taxpayer identification number 94-3251981 and shall be used as set forth in Section 5.2.2. Both
23 payments to CEH shall be delivered to Lexington Law Group, LLP, 503 Divisadero Street, San
24 Francisco, CA 94117.

25 6. MODIFICATION AND DISPUTE RESOLUTION

26 6.1 **Modification.** This Consent Judgment may be modified from time to time by
27 express written agreement of the Parties, with the approval of the Court, or by an order of this
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1 Court upon motion.

2 6.2 **Notice; Meet and Confer.** Any Party seeking to modify this Consent Judgment
3 shall attempt in good faith to meet and confer with all affected Parties prior to filing a motion to
4 modify the Consent Judgment.

5 **7. CLAIMS COVERED AND RELEASE**

6 7.1 Provided that Settling Defendant complies in full with its obligations under
7 Section 5 hereof, this Consent Judgment is a full, final, and binding resolution between CEH on
8 behalf of itself and the public interest and such Settling Defendant and its parents, subsidiaries,
9 affiliated entities that are under common ownership, directors, officers, employees, agents,
10 shareholders, predecessors, successors, assigns, attorneys, franchisees and licensees (“Defendant
11 Releasees”), of any violation of Proposition 65 based on failure to warn about alleged exposure to
12 BPS contained in Covered Products for all conduct that occurred prior to the Compliance Date.

13 7.2 Provided that Settling Defendant complies in full with its obligations under
14 Section 5 hereof, CEH, for itself and its agents, successors, and assigns, releases, waives, and
15 forever discharges any and all claims against Settling Defendant and Defendant Releasees arising
16 from any violation of Proposition 65 or any other statutory or common law claims that have been
17 or could have been asserted by CEH regarding the failure to warn about exposure to: (1) any
18 substance listed in the definition of Phenol Free Product if Settling Defendant elects to comply
19 with Section 3.1; (2) any substance listed in the definition of Bisphenol Free Product if Settling
20 Defendant elects to comply with Section 3.2; or (3) BPA and BPS only, if Settling Defendant
21 elects to exercise its option Section 3.2, arising from or in connection with Covered Products that
22 Settling Defendant distributed, purchased for use, sold, offered to sell, provided, or offered to
23 provide prior to the Compliance Date and for all future conduct that complies with Section 3.1 or
24 3.2 of this Consent Judgment as applicable.

25 7.3 Provided that Settling Defendant complies in full with its obligations under
26 Section 5 hereof, compliance with the terms of this Consent Judgment by Settling Defendant
27 shall constitute compliance with Proposition 65 by Settling Defendant and Defendant Releasees
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1 with respect to any alleged failure to warn about BPS or BPA in Covered Products that Settling
2 Defendant distributes, purchases for use, provides or offer to provide for use in California after
3 the Compliance Date.

4 **8. PROVISION OF NOTICE**

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

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

14 8.2 When Settling Defendant is entitled to receive any notice under this Consent
15 Judgment, the notice shall be sent by electronic mail to:

16 Lucas Quass
17 Latham & Watkins LLP
18 650 Town Center Drive, 20th Floor
19 Costa Mesa, CA 92626
20 Lucas.Quass@lw.com

21 8.3 Any Party may modify the person and address to whom the notice is to be sent by
22 sending the other Party notice by first class and electronic mail.

23 **9. COURT APPROVAL**

24 9.1 This Consent Judgment shall become effective upon the date it is approved by the
25 Court. CEH shall prepare and file a Motion for Approval of this Consent Judgment and Settling
26 Defendant shall not oppose entry by the Court. and will cooperate in good faith to provide
27 information to the Attorney General and/or the Court to facilitate approval of this Consent
28 Judgment.

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

1 **10. GOVERNING LAW AND CONSTRUCTION**

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

4 **11. ATTORNEYS' FEES**

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

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

16 **12. ENTIRE AGREEMENT**

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

4 **13. RETENTION OF JURISDICTION**

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

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

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

11 **15. SUCCESSORS AND ASSIGNS**

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

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

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

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

1 **17. EXECUTION IN COUNTERPARTS**

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

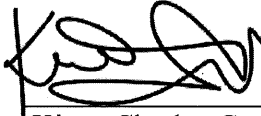
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6 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

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8 Dated: _____ Judge of the Superior Court

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12 **IT IS SO STIPULATED:**

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14 Dated: May 12, 2026

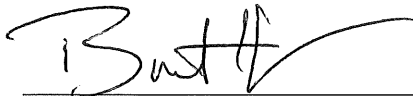
CENTER FOR ENVIRONMENTAL HEALTH



Kizzy Charles-Guzman
Director

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19 Dated: May 14, 2026

MAURICES INCORPORATED



Signature

Brent Hickman

Printed Name

SUP-CFO

Title