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CENTER FOR ENVIRONMENTAL HEALTH

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN FRANCISCO

CENTER FOR ENVIRONMENTAL HEALTH, **Plaintiff,** **v.** **AESOP USA, INC., *et al.*,** **Defendants.**	Case No. CGC-25-623997 **[PROPOSED] CONSENT JUDGMENT RE: HANSOL AMERICA, INC.**

1. INTRODUCTION

1.1 The Parties to this Consent Judgment are the Center for Environmental Health, a California non-profit corporation ("CEH") and Hansol America, Inc. ("Settling Defendant"). CEH and Settling Defendant (the "Parties") enter into this Consent Judgment to settle certain claims asserted by CEH against Settling Defendant as set forth in the operative Second Amended Complaint ("Complaint") in the above-captioned matter.

1.2 CEH alleges that on or about 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 Attorneys of every California city with a population greater than 750,000, and to Settling Defendant, alleging that Settling Defendant violated Proposition 65 by exposing persons to Bisphenol S ("BPS") contained in thermal receipt and label paper without first providing a clear and reasonable Proposition 65 warning.

1.3 Settling Defendant is a corporation or other business entity that manufactures, imports, distributes, sells, and/or offers to sell thermal paper in the State of California or has done so in the past.

1.4 On April 3, 2025, CEH filed the original Complaint in the above-captioned matter. On July 21, 2025, CEH filed the operative First Amended Complaint (the "Complaint"). On October 7, 2025, CEH filed a Doe Amendment naming Settling Defendant as a defendant.

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

1.6 Settling Defendant offers and has begun selling Bisphenol Free Covered Products to its customers in California that choose to purchase such products.

1.7 Nothing in this Consent Judgment is or shall be construed as an admission by the Parties of any fact, conclusion of law, issue of law, or violation of law, nor shall compliance with the Consent Judgment constitute or be construed as an admission by the Parties of any fact, conclusion of law, issue of law, or violation of law. Nothing in this Consent Judgment shall prejudice, waive or impair any right, remedy, argument, or defense the Parties may have in any other pending or future legal proceedings. This Consent Judgment is the product of negotiation and compromise and is accepted by the Parties solely for purposes of settling, compromising, and

resolving issues disputed in this action.

2. DEFINITIONS

2.1 "Covered Products" means thermal paper.

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

2.3 "BPS Free" means Covered Products that have no BPS intentionally added for a functional or technical purpose. For purposes of this Consent Judgment, a detection of BPS in excess of 200 parts per million ("ppm") when tested for total content creates a rebuttable presumption that the BPS was intentionally added for a functional purpose.

2.4 "Bisphenol Free" means Covered Products that have no intentionally added Bisphenols. For purposes of this Consent Judgment, "Bisphenol" means a chemical with two phenol rings connected by a single linker atom. The linker atom and phenol rings may have additional substituents.

3. INJUNCTIVE RELIEF

3.1 **Reformulation of Covered Products.** On or before the Effective Date, Settling Defendant shall only sell or offer to sell Covered Products in California that are BPS Free. After its current stock of Covered Products with BPS, including both finished products and unfinished products, is sold and/or distributed outside of California, Settling Defendant shall only sell or offer to sell Covered Products that are BPS Free in the United States.

3.2 **Increased Sales of Bisphenol Free Covered Products**. Settling Defendant shall promote the sale and use of its Bisphenol Free Covered Products such that the ratio of its California sales of Bisphenol Free Covered Products to its California sales of all Covered Products will increase by at least 10% during the twelve-month period from October 1, 2026 to September 30, 2027. Settling Defendant shall provide CEH with documentation sufficient to demonstrate this increase on or before October 15, 2027.

4. ENFORCEMENT

4.1 **General Enforcement Provisions**. CEH may, by motion or application for an order to show cause before this Court, enforce the terms and conditions contained in this Consent

Judgment. Prior to bringing any motion or application to enforce the requirements of Section 3 above, CEH shall provide Settling Defendant with a notice setting forth the factual basis for the alleged violation of Section 3 ("Notice of Violation"). The Parties shall then meet and confer regarding the basis for CEH's anticipated motion or application in an attempt to resolve it informally. Should such attempts at informal resolution fail, CEH may file its enforcement motion or application. The prevailing party on any motion to enforce this Consent Judgment shall be entitled to its reasonable attorneys' fees and costs associated with the motion. In addition, should CEH prevail on a motion to enforce the Consent Judgment, Settling Defendant shall pay $15,000 to be allocated between a civil penalty and Additional Settlement Payment ("ASP") as follows: 57% to civil penalties and 43% to ASP. In the event that Settling Defendant does not contest CEH's Notice of Violation, Settling Defendant shall pay $5,000 to be divided between a civil penalty and ASP in accordance with the allocation set forth above along with CEH's attorneys' fees and costs associated with resolving the Notice of Violation. Nothing in this Section 4.1 shall impact the Court's authority in an enforcement proceeding to impose appropriate remedies, including the $15,000 payment set forth above or the provision of a clear and reasonable warning.

4.1.1 In any enforcement proceeding under this Section, Settling Defendant may successfully contest a Notice of Violation by demonstrating that any exceedance of the 200 ppm requirement for BPS was the result of downstream contamination and not the manufacturing process.

5. PAYMENTS

5.1 **Payments by Settling Defendant.** Within five calendar days of the Effective Date, Settling Defendant shall pay the total sum of $300,000 as a settlement payment as further set forth in this Section.

5.2 **Allocation of Payments.** The total settlement amount for Settling Defendant shall be paid in four separate checks in the amounts specified below and delivered as set forth below. Any failure by Settling Defendant to comply with the payment terms herein shall be subject to a

stipulated late fee to be paid by Settling Defendant in the amount of $100 for each day the full payment is not received after the applicable payment due date set forth in Section 5.1. The late fees required under this Section shall be recoverable, together with reasonable attorneys' fees and costs, in an enforcement proceeding brought pursuant to Section 4 of this Consent Judgment. The funds paid by Settling Defendant shall be allocated as set forth below between the following categories and made payable as follows:

5.2.1 $62,100 as a civil penalty pursuant to California Health & Safety Code § 25249.7(b). The civil penalty payment shall be apportioned in accordance with Health & Safety Code § 25249.12 (25% to CEH and 75% to the State of California's Office of Environmental Health Hazard Assessment ("OEHHA")). Accordingly, the OEHHA portion of the civil penalty payment for $46,575 shall be made payable to OEHHA and associated with taxpayer identification number 68-0284486. This payment shall be delivered as follows:

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 for $15,525 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 $45,900 as an ASP to CEH pursuant to Health & Safety Code § 25249.7(b), and California Code of Regulations, Title 11, § 3204. CEH will use such funds to

continue its work educating and protecting people from exposures to toxic chemicals, including BPS, in thermal paper and other products. CEH may also use a portion of such funds to monitor compliance with this Consent Judgment and to purchase and test Settling Defendants' products to confirm compliance. CEH shall obtain and maintain adequate records to document that ASPs are spent on these activities and CEH agrees to provide such documentation to the Attorney General within thirty (30) days of any request from the Attorney General. The payment pursuant to this Section shall be made payable to the Center for Environmental Health and associated with taxpayer identification number 94-3251981. This payment shall be delivered to Lexington Law Group, LLP, 503 Divisadero Street, San Francisco, CA 94117.

5.2.3 $192,000 as a reimbursement of a portion of CEH's reasonable attorneys' fees and costs (including, but not limited to, expert and investigative costs). The attorneys' fees and cost reimbursement shall be made payable to the Lexington Law Group, LLP and associated with taxpayer identification number 88-4399775. This payment shall be delivered to Lexington Law Group, LLP, 503 Divisadero Street, San Francisco, CA 94117..

5.2.4 To summarize, Settling Defendant shall deliver checks made out to the payees and in the amounts set forth below:

Payee	**Type**	**Amount**	**Deliver To**
OEHHA	Penalty	$46,575	OEHHA per Section 5.2.1
Center for Environmental Health	Penalty	$15,525	Lexington Law Group, LLP
Center for Environmental Health	ASP	$45,900	Lexington Law Group, LLP
Lexington Law Group, LLP	Fees and Costs	$192,000	Lexington Law Group, LLP

6. MODIFICATION

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

Court upon motion and in accordance with law.

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

7. CLAIMS COVERED AND RELEASE

7.1 Provided that Settling Defendant complies in full with its obligations under Section 5 hereof, this Consent Judgment is a full, final, and binding resolution between CEH on behalf of itself and the public interest and Settling Defendant and its parents, subsidiaries, affiliated entities that are under common ownership, directors, officers, employees, agents, shareholders, successors, assigns, representatives, and attorneys ("Defendant Releasees"), and all entities to which Settling Defendant directly or indirectly distributes or sells Covered Products, such as distributors, wholesalers, conditioners, converters, customers, retailers, and users ("Downstream Defendant Releasees"), of any violation of Proposition 65 based on failure to warn about alleged exposure to BPS contained in Covered Products that Settling Defendant distributed, purchased for use, sold, offered to sell, provided, or offered to provide prior to the Effective Date. This release does not apply to any BPS added by a Downstream Defendant Releasee.

7.2 Provided that Settling Defendant complies in full with its obligations under Section 5 hereof, CEH, for itself and its agents, successors, and assigns, releases, waives, and forever discharges any and all claims against Settling Defendant, Defendant Releasees, and Downstream Defendant Releasees arising from any violation of Proposition 65 or any other statutory or common law claims that have been or could have been asserted by CEH regarding the failure to warn about exposure to BPS arising in connection with Covered Products that Settling Defendant distributed, purchased for use, sold, offered to sell, provided, or offered to provide prior to the Effective Date.

7.3 The releases set forth in Sections 7.1 and 7.2 shall not apply to any Downstream Defendant Releasee who provides or sells Covered Products directly to consumers, *i.e.*, retailers, that received a 60-day Notice under Proposition 65 related to alleged BPS exposures resulting

from use of Covered Products prior to October 31, 2025.

7.4 Provided that Settling Defendant complies in full with its obligations under Section 5 hereof, compliance with the terms of this Consent Judgment by Settling Defendant shall constitute compliance with Proposition 65 by Settling Defendant, Defendant Releasees, and Downstream Defendant Releasees with respect to any alleged failure to warn about BPS in Covered Products that Settling Defendant distributed, purchased for use, sold, offered to sell, provided, or offered to provide after the Effective Date.

7.5 It is the intention of CEH in executing this Consent Judgment that it shall be effective as a full and final accord and satisfactory release of each and every matter herein specifically or generally referred to. In furtherance of this intention, CEH acknowledges that he, she, or it is familiar with § 1542 of the Civil Code of the State of California, which provides as follows:

> "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

CEH waives and relinquishes any rights and benefits which it has or may have under § 1542 of the Civil Code of the State of California to the full extent that it may lawfully waive all such rights and benefits pertaining to the subject matter of CEH's July 16, 2025 60-day Notice of Violation of Proposition 65 to Settling Defendant, the claims alleged against Settling Defendant in the Complaint and of this Consent Judgment. CEH acknowledges that it is aware that it may hereafter discover facts in addition to or different from those which it now knows or believes to be true with respect to the subject matter of CEH's July 16, 2025 60-day Notice of Violation of Proposition 65 to Settling Defendant, the claims alleged against Settling Defendant in the Complaint and of this Consent Judgment, but it is its intention hereby to fully and finally settle and release any and all matters, disputes, and differences, known and unknown, suspected and unsuspected, which do now exist, may exist or heretofore have existed between them, with regard to the subject matter of CEH's July 16, 2025 60-day Notice of Violation of Proposition 65 to

Settling Defendant, the claims alleged against Settling Defendant in the Complaint and of this Consent Judgment notwithstanding discovery or existence of any such additional or different facts.

8. PROVISION OF NOTICE

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

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

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

Samuel Yu
Joyce Choi
Kahana Feld
2603 Main Street, Suite 900
Irvine, CA 92614
syu@kahanafeld.com
jchoi@kahanafeld.com

Any Party may modify the person and/or address to whom the notice is to be sent by sending the other Party notice by electronic mail.

9. COURT APPROVAL

9.1 CEH shall prepare and file a Motion for Approval of this Consent Judgment and Settling Defendant shall support entry of this Consent Judgment by the Court. Settling Defendant may, at its option, prepare and file a Motion for Determination of Good Faith Settlement. CEH agrees that it will take no position with regard to such motion should Settling Defendant file it. The Parties agree that they will, to the extent practicable, negotiate in good faith to accommodate and effectuate the Court's ruling on Settling Defendant's Motion for Determination of Good Faith Settlement. Such ruling, however, will have no effect on this Consent Judgment. The parties agree that the hearing on the Motion for approval of this Consent Judgment and the

Motion for Determination of Good Faith Settlement will be set for the same date and time.

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 other than to allow the Court to determine if there was a material breach of Section 9.1.

10. GOVERNING LAW AND CONSTRUCTION

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

11. ATTORNEYS' FEES

11.1 Should Plaintiff prevail on any motion, application for an order to show cause, or other proceeding to enforce a violation of this Consent Judgment, Plaintiff shall be entitled to its reasonable attorneys' fees and costs incurred as a result of such motion or application. Should Settling Defendant prevail on any motion application for an order to show cause or other proceeding, that Settling Defendant may be awarded its reasonable attorneys' fees and costs against Plaintiff as a result of such motion or application upon a finding by the Court that Plaintiff's prosecution of the motion or application lacked substantial justification. For purposes of this Consent Judgment, the term substantial justification shall carry the same meaning as used in the Civil Discovery Act of 1986, California Code of Civil Procedure §§ 2016.010, *et seq.*

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

12. ENTIRE AGREEMENT

12.1 This Consent Judgment contains the sole and entire agreement and understanding of the Parties with respect to the entire subject matter hereof, and any and all prior discussions, negotiations, commitments, or understandings related thereto, if any, are hereby merged herein and therein. There are no warranties, representations, or other agreements between the Parties except as expressly set forth herein. No representations, oral or otherwise, express or implied, other than those specifically referred to in this Consent Judgment have been made by any Party hereto. No other agreements not specifically contained or referenced herein, oral or otherwise,

shall be deemed to exist or to bind any of the Parties hereto. Any agreements specifically contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind any of the Parties hereto only to the extent that they are expressly incorporated herein. No supplementation, modification, waiver, or termination of this Consent Judgment shall be binding unless executed in writing by the Party to be bound thereby. No waiver of any of the provisions of this Consent Judgment shall be deemed or shall constitute a waiver of any of the other provisions hereof whether or not similar, nor shall such waiver constitute a continuing waiver. Should any provision or portion of this Consent Judgment be held or otherwise become unenforceable or invalid for any reason, the remaining provisions and portions of this Consent Judgment shall be unaffected by such unenforceability or invalidity.

13. RETENTION OF JURISDICTION

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

14. AUTHORITY TO STIPULATE TO CONSENT JUDGMENT

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

15. SUCCESSORS AND ASSIGNS

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

16. NO EFFECT ON OTHER SETTLEMENTS

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

17. EXECUTION IN COUNTERPARTS

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

18. REPRESENTATIONS AND WARRANTIES

18.1 The Parties, and each of them, hereby warrant and represent that:

18.1.1 They have not heretofore assigned or transferred or purported to assign or transfer to any person not a party hereto, any matter or any part or portion thereof covered by this Consent Judgment and each of them agrees to indemnify or hold harmless the other from and against any claim, demand, damage, debt, liability, account, reckoning, obligation, costs of the instant lawsuit, expenses, liens, action or cause of action (including attorneys' fees and costs paid or unpaid) based upon or in connection with or arising out of any such assignment or transfer or purported or claimed assignment;

18.1.2 They rely wholly on their own judgment, and that they have not been influenced by any statement made by or on behalf of any of the other Parties to this agreement;

18.1.3 They are aware of their right to seek the advice of an attorney in connection with the execution of this Consent Judgment;

18.1.4 They have been fully informed and have full knowledge of the terms, conditions, and effects of this Consent Judgment; and

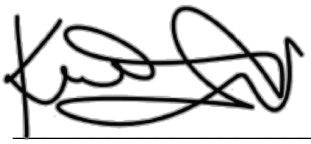
18.1.5 They have, either on their own or through their attorneys, fully investigated, to their full satisfaction, all the facts surrounding the various claims, controversies, and disputes and are fully satisfied with the terms and effects of the Consent Judgment.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated: _____

_____
Judge of the Superior Court

IT IS SO STIPULATED:

Dated: 10-22-2026	**CENTER FOR ENVIRONMENTAL HEALTH**  Kizzy Charles-Guzman CEO
Dated: _____	**HANSOL AMERICA, INC.** _____ Signature _____ Printed Name _____ Title

IT IS SO STIPULATED:

Dated: _____	**CENTER FOR ENVIRONMENTAL HEALTH** _____ Kizzy Charles-Guzman Director
Dated: Oct 16, 2026	**HANSOL AMERICA, INC.**  _____ Signature Sangwon Oh _____ Printed Name President _____ Title