

## **SETTLEMENT AGREEMENT**

### **1. INTRODUCTION**

#### **1.1 Parties**

This Settlement Agreement is entered into by and between Environmental Health Advocates, Inc. and each of its respective parents, subsidiaries, assigns, directors, officers, members, principles, employees, (collectively referred to hereinafter as “EHA”), on the one hand, and Dave & Buster’s, Inc. and Dave & Buster’s Entertainment, Inc. and each of its/their respective parents, subsidiaries, assigns, directors, officers, members, principles, employee (collectively “Dave & Buster’s”), on the other hand, with EHA and Dave & Buster’s each individually referred to as a “Party” and collectively as the “Parties.” EHA represents it is a corporation in the State of California serving in the interest of the general public by seeking to promote awareness of exposures to toxic chemicals and to improve human health by reducing or eliminating hazardous substances used in consumer products. EHA alleges that Dave & Buster’s is a person in the course of doing business for purposes of the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health and Safety Code § 25249.6 *et seq.* (“Proposition 65”).

#### **1.2 General Allegations**

EHA alleges that Dave & Buster’s, in the course of doing business in California, has provided to its customers thermal receipt paper products that contain Bisphenol S (BPS) and that it does or did so without first providing the health hazard warning required by Proposition 65. EHA alleges that BPS is listed pursuant to Proposition 65 as a chemical known to cause reproductive and developmental harm. Dave & Buster’s denies, and does not concede, the allegations.

#### **1.3 Product Description**

The product covered by this Settlement Agreement is defined as, and expressly limited to thermal receipt paper (“Covered Product”), that is used, distributed, and/or provided to customers in California by Dave & Buster’s.

#### **1.4 Notice of Violation**

On or around August 1, 2025, EHA served Dave & Buster’s, the California Attorney General, and certain other public enforcement agencies with a 60-Day Notice of Violation of Proposition 65

("Notice"). The Notice alleged that Dave & Buster's had violated Proposition 65 by providing to its customers the Covered Product and by failing to sufficiently warn consumers in California of the health hazards associated with exposures to BPS contained in Covered Product.

To the best of the parties' knowledge, no public enforcer has commenced or is otherwise prosecuting an action to enforce the violations alleged in the Notice, and the Parties and their counsel represent that they are not aware of any person or entity that is planning to or intends to commence or otherwise prosecute an action relative to the same or similar Covered Product.

### **1.5 No Admission**

Dave & Buster's denies the material, factual, and legal allegations in the Notice. Nothing in this Settlement Agreement shall be construed as an admission or concession by Dave & Buster's of any allegation, fact, finding, conclusion, issue of law or violation of law, nor shall compliance with this Settlement Agreement constitute or be construed as an admission or concession by Dave & Buster's of any allegation, fact, finding, conclusion, issue of law or violation of law, all of which are being specifically denied by Dave & Buster's. This Section shall not, however, diminish or otherwise affect Dave & Buster's's obligations, responsibilities, and duties under this Settlement Agreement.

### **1.6 Effective Date**

For purposes of this Settlement Agreement, the term "Effective Date" shall mean the date this Settlement Agreement is executed by all the Parties and their signatures transmitted by each to the other, and all three (3) of the W-9 forms (for each of the payees), is provided to Dave & Buster's as required by paragraph 3.3 below.

## **2. INJUNCTIVE RELIEF**

### **2.1 Prohibition against using thermal receipt paper containing BPS**

Beginning sixty (60) days after the Effective Date, Defendant shall be permanently enjoined from purchasing for use, distributing, providing, or offering to provide thermal receipt paper in California or in any shipments to California addresses that is not BPS Free. "BPS Free" means thermal paper that contains less than 200 parts per million ("ppm") of BPS.

### **2.2 Grace Period for Existing Inventory of the Covered Product**

The injunctive requirements of Section 2 shall **not** apply to Covered Product that is already in the actual or constructive possession of Dave & Buster's as of the Effective Date, which Covered Product is expressly subject to the releases and waivers provided in Section 4.1. For the avoidance of doubt, Covered Product that is in the actual and or constructive possession includes, but is not limited to, Covered Product that was procured or ordered by Dave & Buster's prior to the Effective Date.

3. **MONETARY SETTLEMENT TERMS**

**3.1 Civil Penalty Payment**

Pursuant to Health and Safety Code § 25249.7(b), and in settlement of all claims alleged in the Notice or referred to in this Settlement Agreement, Dave & Buster's agrees to pay two thousand dollars (\$2,000.00) in civil penalties. The penalty payment will be allocated in accordance with California Health and Safety Code §§ 25249.12(c)(1) & (d), with 75% of the penalty amount paid to the California Office of Environmental Health Hazard Assessment ("OEHHA") and the remaining 25% of the penalty amount retained by EHA. Dave & Buster's shall issue two separate checks for the initial civil penalty payment to (a) "OEHHA" and (b) Environmental Health Advocates, Inc. as follows:

- One payment of \$1,500.00 to OEHHA, due thirty (30) days after the Effective Date.
- One payment of \$500.00 to EHA, due thirty (30) days after the Effective Date.

All payments owed to OEHHA (EIN: 68-0284486), pursuant to this Section shall be delivered directly to OEHHA (Memo Line "Prop 65 Penalties") at the following addresses:

For United States Postal Service Delivery:

Mike Gyurics  
Fiscal Operations Branch Chief  
Office of Environmental Health Hazard Assessment  
P.O. Box 4010  
Sacramento, CA 95812-4010

For Non-United States Postal Service Delivery:

Mike Gyurics  
Fiscal Operations Branch Chief  
Office of Environmental Health Hazard Assessment

1001 I Street  
Sacramento, CA 95814

All penalty payments owed to EHA shall be sent to:

Environmental Health Advocates  
225 Broadway, Suite 1900  
San Diego, CA 92101

### **3.2 Attorney Fees and Costs**

The Parties reached an accord on the compensation due to EHA and its counsel under the private attorney general doctrine and principles of contract law. Under these legal principles, Dave & Buster's agrees to pay twenty-two thousand dollars (\$22,000.00) to EHA and its counsel for all fees and costs incurred in investigating, bringing this matter to the attention of Dave & Buster's, and negotiating a settlement. The twenty-two thousand dollars (\$22,000.00) in Attorney's Fees and Costs shall be payable to Entorno Law, LLP as one payment of \$22,000.00 due thirty (30) days after the Effective Date. No other attorneys fees and or costs or penalties or monies however described, and other than as explicitly stated in this agreement, are to be awarded adjudged or paid.

All payments required under this Section shall be payable to Entorno Law, LLP and delivered to:

Attn: Isaac Fayman  
Entorno Law, LLP  
225 Broadway, Suite 1900  
San Diego, CA 92101

### **3.3 Tax Documentation**

Dave & Buster's agrees to provide a completed IRS 1099 for its payments to, and EHA and Entorno Law, LLP each agree to provide IRS W-9 forms for each of the three (3) payees under this Settlement Agreement. The Parties acknowledge that Dave & Buster's cannot issue any settlement payments pursuant to Section 3.1 and 3.2 above until after Dave & Buster's receives the requisite W-9 forms from EHA's counsel, and for that purpose the deadline to make such payments is tolled until such time as the W-9 is received by Dave & Buster's.

#### 4. **CLAIMS COVERED AND RELEASED**

##### **4.1 EHA's Release of Dave & Buster's**

This Settlement Agreement is a full, final, and binding resolution of all claims between EHA, on its own behalf, and Dave & Buster's for all claims that can or could have been asserted by EHA, on its own behalf, on behalf of its past and current or future agents, representatives, attorneys, predecessors, subsidiaries successors and assigns, against Dave & Buster's and each of its respective parents, subsidiaries, affiliated entities under common ownership, directors, officers, members, shareholders, employees, attorneys, successors and assign and any person or entity, including, but not limited to each person or entity to whom, or from which, Dave & Buster's directly or indirectly has received from, distributes or sells the Covered Product, or purchases the Covered Product from, including, but not limited to, its upstream suppliers and all downstream distributors, persons or entities in the stream of commerce including but not limited to distributors, wholesalers, customers, employees, patrons, retailers, franchisees, cooperative members and licensees (collectively "Releasees"), based on the use of and or failure to warn about exposures to BPS as may be required under Proposition 65 in the Covered Product provided in California by Dave & Buster's before the Effective Date, as alleged in the Notice, or for any other reason.

In further consideration of the promises and agreements herein contained, EHA on its own behalf, on behalf of its past and current agents, representatives, attorneys, successors and assignees, hereby fully releases and waives any and all rights it has or may have to institute or participate in, directly or indirectly, any form of legal action and waives and releases all claims against Dave & Buster's and its Releasees including, without limitation, all actions and causes of action, suits, legal action or actions, liabilities, demands, obligations, damages, costs, fines, penalties, losses or expenses including, but not exclusively limited to, investigation fees and all costs related to all claims asserted directly and indirectly and that could have been asserted, and expert fees and attorney fees arising under Proposition 65 or related thereto, with respect to the alleged or actual failure to warn about exposures to BPS, as well as possession and use of the Covered Product, as required under Proposition 65 in or related to the Covered Product being manufactured, distributed, sold or offered for sale or otherwise used and distributed by Dave & Buster's before the Effective Date.

#### **4.2 Dave & Buster's's Release of EHA**

Dave & Buster's, on its own behalf and on behalf of its past and current agents, representatives, attorneys, successors, and assignees, hereby waives any and all claims against EHA and its attorneys and other representatives, for any and all actions taken or statements made by EHA and its attorneys and other representatives that is prior to the Effective Date, whether in the course of investigating claims, otherwise seeking to enforce Proposition 65 against it in this matter, or with respect to the Covered Product.

#### **4.3 California Civil Code Section 1542**

It is possible that other claims not known to the Parties arising out of the facts alleged in the Notice and relating to the Covered Product will develop or be discovered. EHA on behalf of itself only, on one hand, and Dave & Buster's on behalf of itself only, on the other hand, acknowledge that this Settlement Agreement is expressly intended to cover and include all such claims up through the Effective Date. The Parties acknowledge that the claims released in Sections 4.1 and 4.2 may include unknown claims, and nevertheless waive California Civil Code section 1542 as to any such unknown claims. California Civil Code section 1542 reads 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.**

EHA and Dave & Buster's each acknowledge and understand the significance and consequences of this specific waiver of California Civil Code § 1542.

#### **5. PUBLIC BENEFIT**

It is Dave & Buster's's as well as EHA's, and their counsels' understanding that the commitments it has agreed to herein, and actions to be taken by Dave & Buster's under this Settlement Agreement confer a significant benefit to the general public, as set forth in Code of Civil Procedure § 1021.5 and Cal. Admin. Code tit. 11, § 3201. As such, it is the intent and agreement of the Parties that to the extent any other private party (or the State of California) serves a notice and/or initiates an action alleging a violation of Proposition 65 with respect to Dave & Buster's' alleged failure to

provide a warning concerning actual or alleged exposure to BPS prior to use of the Covered Product it has manufactured, distributed, sold, or offered for sale or for use with its customers, patron, employees, or any others in California, or will manufacture, distribute, sell, or offer for sale in California, or for use with its customers, patron, employees, or any others, that such private party or representative action or action brought by the State of California directly, would not confer a significant benefit on the general public as to the Covered Product addressed in this Settlement Agreement, provided that Dave & Buster's is in material compliance with this Settlement Agreement. EHA and its counsel also agrees that neither is knowledgeable or aware of any other person or private or public entity or attorney that is currently making such claim or that intends to or is considering making such claim(s) against Dave & Buster's.

**6. SEVERABILITY**

If, subsequent to the execution of this Settlement Agreement, any provision of this Settlement Agreement is held by a court to be unenforceable, the validity of the remaining provisions shall not be adversely affected.

**7. GOVERNING LAW**

The terms of this Settlement Agreement shall be governed by the laws of the State of California and apply within the State of California.

**8. ENFORCEMENT**

In any action to enforce this Settlement Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees and costs for enforcing the obligations of this Settlement Agreement, *except* that this paragraph shall not in any way apply to any obligations or remedies relative to the Injunctive Relief provisions of this Settlement Agreement.

**9. NOTICE**

Unless specified herein, all correspondence and notice required to be provided pursuant to this Settlement Agreement shall be in writing and sent by: (a) personal delivery; (b) first-class, registered or certified mail, return receipt requested; or (c) a recognized overnight courier on any Party by the other at the following addresses and on the same day shall be emailed to the email address also identified below:

For Dave & Buster's:

Stephen Allen Jamieson  
Solomon, Saltsman & Jamieson  
426 Culver Boulevard  
Los Angeles, California 90293  
sjamieson@ssjlaw.com

For EHA:

Noam Glick  
Entorno Law, LLP  
225 Broadway, Suite 1900  
San Diego, CA 92101  
noam@entornolaw.com

Any Party may, from time to time, specify in writing to the other a change of address to which all notices and other communications shall be sent.

**10. COUNTERPARTS; FACSIMILE SIGNATURES**

This Settlement Agreement may be executed in counterparts and by facsimile or portable document format (PDF) signature, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document. The Parties agree that they each shall transmit to the other their executed copies within 24 hours of their respective signatures.

**11. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(f)**

EHA and its attorneys agree to comply with the reporting form requirements referenced in California Health and Safety Code § 25249.7(f).

**12. MODIFICATION**



This Settlement Agreement may be modified only by written agreement of the Parties.

13. **AUTHORIZATION**

The undersigned are authorized to execute this Settlement Agreement on behalf of their respective Parties and have read, understood, and agree to all of the terms and conditions of this Settlement Agreement.

**AGREED TO:**

**AGREED TO:**

Date: 12/5/25

Date: 12/8/25

By: [Signature]  
ENVIRONMENTAL HEALTH  
ADVOCATES, INC.  
Allan Cate - CEO

By: [Signature]  
DAVE & BUSTER'S, INC.

Approved as to Form and Content:

For EHA:

Noam Glick  
Entorno Law, LLP  
225 Broadway, Suite 1900  
San Diego, CA 92101  
noam@entornolaw.com

Date: 12/5/25 By: Noam Glick (printed and  
Noam Glick

signature) For Dave & Buster's:

Stephen Allen Jamieson  
Solomon, Saltsman & Jamieson  
426 Culver Boulevard  
Los Angeles, California 90293  
sjamieson@ssjlaw.com

Date: 12/15/25 By: [Signature] (printed and signature)  
Stephen Allen Jamieson