

SETTLEMENT AGREEMENT

1. INTRODUCTION

1.1 Parties

This Settlement Agreement is entered into by and between Environmental Health Advocates, Inc. (“EHA”), on the one hand, and Destination XL Group, Inc. (referred to as “DXL”), on the other hand, with EHA and DXL each individually referred to as a “Party” and collectively as the “Parties.” EHA 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. For the purposes of this Settlement Agreement only, EHA alleges that DXL 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 DXL stores sell and/or distribute for sale in California, thermal receipt paper products that contain Bisphenol S (BPS) and does so without first providing the clear and reasonable warning required by Proposition 65. BPS is listed pursuant to Proposition 65 as a chemical known to cause reproductive harm.

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 DXL.

1.4 Notice of Violation

On or around August 8, 2025, EHA served DXL, 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 DXL had violated Proposition 65 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.

1.5 No Admission

DXL denies the material, factual, and legal allegations in the Notice and maintains that all of the products it distributed, sold and/or distributed for sale in California, including Covered Product, have been, and are, in compliance with all laws. Nothing in this Settlement Agreement shall be construed as an admission by DXL of any fact, finding, conclusion, issue of law or violation of law, and compliance with this Settlement Agreement shall not constitute or be construed as an admission by DXL of any fact, finding, conclusion, issue of law or violation of law, such being specifically denied by DXL. DXL maintains that it has not knowingly distributed, imported, manufactured, sold or caused to be distributed, imported, manufactured or sold Covered Product for sale or distribution in California in violation of Proposition 65. This section shall not, however, diminish or otherwise affect DXL'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 the Parties.

2. INJUNCTIVE RELIEF

2.1 Reformulation Standard

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 or Bisphenol A ("BPA") when tested for total content using a Liquid Chromatography Mass-Spectrometer, and does not contain either BPA or BPS as an intentionally added ingredient.

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 stream of commerce as of the Effective Date, which Covered Product is expressly subject to the releases provided in Section 4.1. For the avoidance of doubt, Covered Product that is in the stream

of commerce specifically includes, but is not limited to, Covered Product that was procured by DXL prior to its receipt of the Notice.

3. MONETARY SETTLEMENT TERMS

3.1 Civil Penalty Payment

Pursuant to Health and Safety Code § 25249.7(b)(2), and in settlement of all claims alleged in the Notice or referred to in this Settlement Agreement, DXL agrees to pay three thousand dollars (\$3,000.00) 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. DXL 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 \$2,250.00 to OEHHA, due thirty (30) days after the Effective Date.
- One payment of \$750.00 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, DXL agrees to pay twenty-four thousand dollars (\$24,000.00) to EHA and its counsel for all fees and costs incurred in investigating, bringing this matter the attention of DXL, and negotiating a settlement. The twenty-four thousand dollars (\$24,000.00) in Attorney's Fees and Costs shall be payable to Entorno Law, LLP as one payment of \$24,000.00 due no more than thirty (30) days after the Effective Date.

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

DXL agrees to provide a completed IRS 1099 for its payments to, and EHA agrees to provide IRS W-9 forms for, each of the payees under this Settlement Agreement. The Parties acknowledge that DXL cannot issue any settlement payments pursuant to Section 3.1 and 3.2 above until after DXL receives the requisite W-9 forms from EHA's counsel.

4. CLAIMS COVERED AND RELEASED

4.1 EHA's Release of DXL

This Settlement Agreement is a full, final, and binding resolution of all claims between EHA, on its own behalf, and DXL for all claims that can or could have been asserted by EHA, on its own behalf, on behalf of its past and current agents, representatives, attorneys, successors and assignees (collectively "Releasers"), against DXL and each of its respective parents, subsidiaries, including but not limited to Casual Male Store, LLC, affiliated entities under common ownership, directors, officers, members, employees, attorneys, insurers, and any entity, including, but not limited to each

entity to whom DXL stores directly or indirectly distributes or sells the Covered Product, including, but not limited to, its downstream distributors, wholesalers, marketplace hosts, customers, retailers, franchisees, cooperative members and licensees (collectively “Releasees”), based on the failure to warn about exposures to BPS required under Proposition 65 in the Covered Product sold or distributed for sale in California by DXL 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 and on behalf of Releasors hereby waives any and all rights it may have to institute or participate in, directly or indirectly, any form of legal action and releases all claims against DXL and Releasees including, without limitation, all actions and causes of action, suits, liabilities, demands, obligations, damages, costs, fines, penalties, losses or expenses including, but not exclusively, investigation fees, expert fees and attorney fees arising under Proposition 65 with respect to the alleged or actual failure to warn about exposures to BPS pursuant to Proposition 65 in the Covered Product distributed, sold or offered for sale by DXL, before the Effective Date.

4.2 DXL’s Release of EHA

DXL, 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, 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 DXL 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 DXL each acknowledge and understand the significance and consequences of this specific waiver of California Civil Code § 1542.

5. PUBLIC BENEFIT

It is DXL's understanding that the commitments it has agreed to herein, and actions to be taken by DXL 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 of DXL that to the extent any other private party serves a notice and/or initiates an action alleging a violation of Proposition 65 with respect to DXL'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 in California, or will manufacture, distribute, sell, or offer for sale in California, such private party action would not confer a significant benefit on the general public as to the Covered Product addressed in this Settlement Agreement, provided that DXL is in material compliance with this Settlement Agreement.

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. In the event that Proposition 65 is repealed or is otherwise rendered inapplicable by reason of law generally, or as to the Covered Product, or as to the chemical at issue, then DXL shall have no further injunctive relief obligations pursuant to this Settlement Agreement.

8. ENFORCEMENT

In any action to enforce the terms of this Settlement Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees and costs.

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:

For Destination XL Group, Inc.:

Robert S. Molloy
General Counsel & Secretary
Destination XL Group, Inc.
555 Turnpike Street
Canton, MA 02021

With copy to:

Jennifer K. Singh
Amin Wasserman Gurnani LLP
515 South Flower Street, 18th Floor
Los Angeles, CA 90071
jsingh@awglaw.com

For EHA:

Noam Glick
Entorno Law, LLP
225 Broadway, Suite 1900
San Diego, CA 92101

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.

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

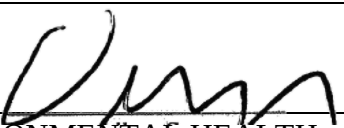
This Settlement Agreement may be modified only by written agreement of the Parties. Grounds for modification may include any amendment to Proposition 65 and/or its regulations directly bearing on BPS in Covered Product; and/or any consent judgment with EHA as a plaintiff, or other relevant determination or decision by a court of competent jurisdiction, OEHHA, or the California Attorney General's Office, which occurs after the Effective Date, directly bearing on BPS in Covered Product that would put DXL at a disadvantage with respect to its competitors as a result of its continued compliance with Section 2 of this Agreement (i.e. most favored nation clause). In the event that DXL seeks to invoke the most favored nation clause, it shall do so by providing written notice to EHA's counsel. If EHA's counsel objects to DXL's invocation of the most favored nation clause, the Parties agree to meet and confer in a good faith attempt to resolve the dispute.

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:

Date: 10/30/25

By: 
ENVIRONMENTAL HEALTH
ADVOCATES, INC.

AGREED TO:

Date: October 27, 2025

By: 
[Peter Stratton \(Oct 27, 2025 16:36:10 EDT\)](#)
DESTINATION XL GROUP, INC.
Peter H. Stratton, Jr.
EVP, Chief Financial Officer