

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 The Stand, LLC (“The Stand”), on the other hand, with EHA and The Stand each individually referred to as a “Party” and collectively as the “Parties.” EHA alleges that 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 The Stand 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 The Stand sells and/or distributes for sale in California, thermal receipt paper products that contain Bisphenol S (“BPS”) and that it does so without first providing the health hazard 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 The Stand.

1.4 Notice of Violation

On or around August 8, 2025, and October 10, 2025, EHA served The Stand, the California Attorney General, and certain other public enforcement agencies with a 60-Day Notice of Violation of Proposition 65 (collectively, the “Notices”). The Notices alleged that The Stand 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 Notices.

1.5 No Admission

The Stand denies the material, factual, and legal allegations in the Notices and maintains that all of the products it sold and/or distributed for sale in California have been, and are, in compliance with all laws and denies that it sold and/or distributed any Covered Product for sale in California at all. Nothing in this Settlement Agreement shall be construed as an admission by The Stand of any fact, finding, conclusion, issue of law or violation of law, nor shall compliance with this Settlement Agreement constitute or be construed as an admission by The Stand of any fact, finding, conclusion, issue of law or violation of law, such being specifically denied by The Stand. This Section shall not, however, diminish or otherwise affect The Stand'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 Parties.

2. INJUNCTIVE RELIEF

2.1 Reformulation Standard

Beginning thirty (30) days after the Effective Date, The Stand shall not distribute, provide, or offer to provide thermal receipt paper in California or in any shipments to California addresses that is not BPS Free without complying with the warning provisions in Section 2.2 below. "BPS Free" means thermal paper that contains less than 200 parts per million ("ppm") of BPS when tested for total content using a Liquid Chromatography Mass-Spectrometer, and does not contain BPS as an intentionally added ingredient.


If The Stand obtains a lab result from its supplier that the thermal paper is BPS Free, it shall be conclusively presumed that the thermal paper is in fact BPS Free. Covered Products that comply with the Reformulation Standard in this Section 2.1 shall not require any warnings as described in Section 2.2 below. A "Reformulated Product" is a Covered Product that is in compliance with this Section 2.1.

2.2 Warning Option


Beginning thirty (30) days after the Effective Date, a clear and reasonable warning must be

provided for any Covered Product distributed, provided or offered in California or in any shipments to California addresses that is not a Reformulated Product. The warning shall consist of either the Warning or Alternative Warning described in §§ 2.2(a) or (b), respectively:


(a) Warning. The “Warning” shall consist of the following or substantially similar statement:

 **WARNING:** This product can expose you to Bisphenol S, which is known to the State of California to cause birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov/.

(b) Alternative Warning: The Stand may, but is not required to, use the alternative short-form warning as set forth in this § 2.2(b) (“Alternative Warning”). The Alternative Warning shall consist of the following or substantially similar statement:

 **WARNING:** Risk of reproductive harm from exposure to Bisphenol S. See www.P65Warnings.ca.gov.

OR

 **WARNING:** Can expose you to Bisphenol S, a reproductive toxicant. See www.P65Warnings.ca.gov.

OR, for a Covered Product manufactured and labeled prior to January 1, 2028,

 **WARNING:** Reproductive Harm – www.P65Warnings.ca.gov.

2.3 A Warning or Alternative Warning provided pursuant to § 2.3 must print the word “WARNING” in all capital letters and in bold font, followed by a colon. The Warning or Alternative Warning shall be affixed to or printed on the Covered Products or its packaging or labeling, or on a placard, shelf tag, sign or electronic device or automatic process, provided that the Warning or Alternative Warning is displayed with such conspicuousness, as compared with other words, statements, or designs as to render it likely to be read and understood by an ordinary individual under customary conditions of purchase or use. Where the sign, label or shelf tag for the Covered Product is not printed using the color yellow, the “

Product appear in a type size smaller than 6-point type. Where a sign, labeling, or label as defined in Section 256001.1 is used to provide a warning that includes consumer information about a product in a language other than English, the warning must also be provided in that language in addition to English.

2.4 As set forth in Cal. Code Regs. Tit. 27, § 25602(b), to the extent The Stand distributes, provides, or offers to provide thermal receipt paper that is not a Reformulated Product in California or in any shipments to California online, a warning that complies with the content requirements of Cal. Code Regs Tit. 27, § 25603 must be provided via of the following methods: (1) A warning on the product display page; (2) A clearly marked hyperlink using the word "WARNING" or the words "CA WARNING" or "CALIFORNIA WARNING" on the product display page that links to the warning; or (3) An otherwise prominently displayed warning provided to the purchaser prior to completing the purchase.

If a warning is provided using the Alternative Warning, the warning provided on the website may use the same content. For purposes of this section, a warning is not prominently displayed if the purchaser must search for it in the general content of the website. For internet purchases made prior to 1/1/28, a retail seller is not responsible under Section 25600.2(e)(4) for conspicuously posting or displaying the new Alternative Warning online until 60 calendar days after the retailer receives a warning or a written notice under Section 25600.2(b) and (c) which updates the Alternative Warning compliant with Section 25603(c) with content compliant with Section 25603(b). These requirements extend to any websites under the exclusive control of The Stand where The Stand distributes, provides, or offers to provide thermal receipt paper in California or in any shipments to California addresses. In addition, The Stand shall instruct any third-party website to which it directly sells a Covered Product that is not a Reformulated Product to include the same online warning as set forth above as a condition of selling the Covered Product in California.

2.5 Compliance with Warning Regulations. The Stand shall be deemed to be in compliance with this Settlement Agreement by either adhering to Section 2 of this Settlement Agreement or by complying with warning regulations adopted by the State of California's OEHHA applicable to the Covered Product and the exposures at issue after the Effective Date.

2.6 Grace Period for Existing Inventory of the Covered Product

The 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 The Stand prior to the Effective Date.

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 Notices or referred to in this Settlement Agreement, The Stand agrees to pay one thousand dollars (\$1,000.00) 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. The Stand shall issue two separate checks for the civil penalty payment to (a) “OEHHA” and (b) Environmental Health Advocates, Inc. as follows:

- One payment of \$750.00 to OEHHA, due thirty (30) days after the Effective Date.
- One payment of \$250.00 to EHA, due thirty (30) days after the Effective Date.

The portion of the penalty payment 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

The portion of the penalty payment owed to EHA pursuant to this Section shall be sent directly to EHA at the following address:

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

3.2 Attorneys' 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, The Stand agrees to pay twelve thousand five hundred dollars (\$12,500.00) to EHA and its counsel for all fees and costs incurred in investigating, bringing this matter to the attention of The Stand, and negotiating a settlement. The twelve thousand five hundred dollars (\$12,500.00) payment for attorneys' fees and costs shall be made payable and issued in a single payment to Entorno Law, LLP within thirty (30) days from the Effective Date.

The payment for attorneys' fees and costs owed to Entorno Law, LLP pursuant to this Section shall be delivered to Entorno Law, LLP as follows:

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

3.3 Tax Documentation

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

4. CLAIMS COVERED AND RELEASED

4.1 EHA's Release of The Stand

This Settlement Agreement is a full, final, and binding resolution of all claims between EHA,

on its own behalf, and The Stand 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, against The Stand and each of its respective parents, subsidiaries, affiliated entities under common ownership, directors, officers, members, employees, attorneys, and any entity, including, but not limited to each entity to whom The Stand directly or indirectly distributes or sells the Covered Product, including, but not limited to, its downstream distributors, wholesalers, customers, retailers, franchisees, cooperative members and licensees (“Releasees”), based on the failure to warn about exposures to BPS required under Proposition 65 in the Covered Product manufactured, distributed, sold or offered for sale by The Stand, or that is used, distributed, and/or provided to customers in California by The Stand, before the Effective Date, as alleged in the Notices, 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 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 The Stand 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 required under Proposition 65 in the Covered Product manufactured, distributed, sold or offered for sale by The Stand, or that is used, distributed, and/or provided to customers in California by The Stand, before the Effective Date.

4.2 The Stand’s Release of EHA

The Stand, 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 Notices and relating to the Covered Product will develop or be discovered. EHA on behalf of itself only, on one hand, and The Stand 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 The Stand each acknowledge and understand the significance and consequences of this specific waiver of California Civil Code § 1542.

5. PUBLIC BENEFIT

It is The Stand's understanding that the commitments it has agreed to herein, and actions to be taken by The Stand 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 The Stand 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 The Stand'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, or that is or will be used, distributed, and/or provided to customers in California by The Stand, 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 The Stand 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 to be unenforceable by a court of competent jurisdiction, 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 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 The Stand:

Joseph Orzano
Seyfarth Shaw LLP
Seaport East, Two Seaport Lane, Suite 1200
Boston, Massachusetts 02210
JOrzano@seyfarth.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.

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: 4/2/26

Date: 3-18-2026

By: 
ENVIRONMENTAL HEALTH
ADVOCATES, INC.

By: 
THE STAND, LLC