

## **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 Tender Greens OpCo, LLC // T.Y.P. Restaurant Group, Inc. and OTRB Tender Greens, LLC (collectively, “Tender Greens”), on the other hand, with EHA and Tender Greens 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. EHA alleges that Tender Greens 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 Tender Greens uses and/or provides to customers 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 Tender Greens.

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

On or around June 27, 2025, EHA served Tender Greens, 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 Tender Greens 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. The Notice was subsequently amended on October 3, 2025, to provide

information identifying the location(s) where exposures occurred, removed OTRB Tender Greens, LLC as an entity, and added T.Y.P. Restaurant Group as an entity.

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**

Tender Greens denies the material, factual, and legal allegations in the Notice and maintains that all of the products it sold, provided to customers, and/or distributed 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 Tender Greens 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 Tender Greens of any fact, finding, conclusion, issue of law or violation of law, such being specifically denied by Tender Greens. This Section shall not, however, diminish or otherwise affect Tender Greens' 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, and signature pages of this Settlement Agreement are exchanged by the Parties.

**2. INJUNCTIVE RELIEF**

**2.1 Reformulation Standard**

Beginning ninety (90) days after the Effective Date, Defendant shall be permanently enjoined from purchasing for use, distributing, or providing 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 when tested for total content using a Liquid Chromatography Mass-Spectrometer, and does not contain BPS as an intentionally added ingredient. If the supplier of thermal receipt paper provides Tender Greens test results showing that the receipt paper is BPS Free, this shall constitute compliance with the reformulation standard requirements of

this Settlement Agreement.

If Tender Greens received written notice alleging that it is not in compliance with this Section 2.1 of the Settlement Agreement (“Compliance Notice”), Tender Greens will have sixty (60) days to bring the Covered Product into compliance with this section or demonstrate that the Covered Product is already compliant with this Section 2.1. If Tender Greens brings the Covered Product into compliance or demonstrates that the Covered Product was already compliant with this section within sixty (60) days of receipt of the Compliance Notice, EHA shall not bring any claims against Tender Greens seeking any additional monetary payments or seeking any additional injunctive relief measures relating to the Covered Product.

## **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 Tender Greens 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, Tender Greens 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. Tender Greens 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 \$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.

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 or, at Tender Greens’s sole election, may be sent by wire transfer or other electronic means:

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, Tender Greens agrees to pay seventeen thousand dollars (\$17,000.00) to EHA and its counsel for all fees and costs incurred in investigating, bringing this matter to the attention of Tender Greens, and negotiating a settlement. The seventeen thousand dollars (\$17,000.00) in Attorney’s Fees and Costs shall be payable to Entorno Law, LLP as one payment of \$17,000.00 due thirty (30) days after the Effective Date.

All payments required under this Section shall be payable to Entorno Law, LLP and sent by wire transfer or delivered to:

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

### **3.3 Tax Documentation**

Tender Greens 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 Tender Greens cannot issue any settlement payments pursuant to Section 3.1 and 3.2 above until after Tender Greens receives the requisite W-9 forms from EHA's counsel.

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

### **4.1 EHA's Release of Tender Greens**

This Settlement Agreement is a full, final, and binding resolution of all claims between EHA, on its own behalf, and Tender Greens 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 Tender Greens and each of its respective parents, subsidiaries, affiliated entities under common ownership, directors, officers, members, employees, attorneys, representatives, agents, managers, beneficiaries, insurers, successors and assigns, and any entity, including, but not limited to each entity to whom Tender Greens directly or indirectly distributes, provides, or sells the Covered Product, including, but not limited to, its downstream distributors, wholesalers, customers, retailers, franchisees, cooperative members, licensors, and licensees ("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 Tender Greens 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 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 Tender Greens and Releasees including, without limitation, all actions and causes of action, claims, 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 provided by Tender Greens, before the Effective Date.

#### **4.2 Tender Greens' Release of EHA**

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

**5. PUBLIC BENEFIT**

It is Tender Greens' understanding that the commitments it has agreed to herein, and actions to be taken by Tender Greens 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 Tender Greens 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 Tender Greens' 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 provided in California, or will manufacture, distribute, sell, or distribute 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 Tender Greens 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. However, if the unenforceable provision is material to this Settlement Agreement, the Parties agree to negotiate in good faith to attempt to reach agreement regarding a lawful and enforceable provision that most closely reflects the Parties' original intent of the unenforceable provision.

**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 Tender Greens:

Hany S. Fangary  
Fangary Law Group  
633 West Fifth Street  
57th Floor, Suite 5710  
Los Angeles, CA 90071  
[hany@fangaryl.com](mailto:hany@fangaryl.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.

**14. REPRESENTATIONS AND WARRANTIES**


EHA and its counsel, on behalf of themselves, counsel’s law firm, and all other lawyers coadvicing on this matter represent and warrant that they (i) are unaware of any additional perceived claims against the Releasees outside of those addressed in this Settlement Agreement; (ii) are unaware of, and have not been informed of, any other individual, plaintiff, class member, entity, or attorney that intends to bring a claim against the Releasees, including, but not limited to, any claim regarding the Covered Product, the Releasees’ products and/or any claim related to Proposition 65; and (iii) have no present intention to solicit other persons or entities to initiate claims against the Releasees. EHA and its counsel further represent and warrant that they have not assigned or otherwise transferred, or attempted to assign or transfer, any perceived claims against the Releasees.

**AGREED TO:**

**AGREED TO:**

Date: 2/27/26

Date: 2/25/2026

By:   
ENVIRONMENTAL HEALTH  
ADVOCATES, INC.

Signed by:  
By:   
TENDER GREENS OPCO, LLC // T.Y.P.  
RESTAURANT GROUP, INC. // OTRB  
TENDER GREENS, LLC