

# PROPOSITION 65 SETTLEMENT AGREEMENT

## 1. INTRODUCTION

### 1.1 The Parties

This Settlement Agreement (“**Agreement**”) is entered into by and between Blue Sky Forever (“**BSF**”) and H. Risch, Inc. (“**HRI**”), with BSF and HRI each individually referred to as a “**Party**” and, collectively, the “**Parties.**” BSF is a California-based non-profit organization proceeding in the public interest pursuant to California Health & Safety Code § 25249.7(d) to ensure that chemicals known to the State of California to cause cancer, birth defects or other reproductive harm are disclosed in or eliminated from consumer products sold in California. HRI is a person in the course of doing business for purposes of California Health & Safety Code § 25249.11(b).

### 1.2 Consumer Product Description

BSF alleges that HRI manufactures, imports, sells, and distributes for sale in California vinyl check holders containing Di(2-ethylhexyl)phthalate (“**DEHP**”), including, but not limited to, *Risch 5000P Guest Check Presenter, Thank You, Black, 5" x 9"*, SKU: 42269, without providing the health hazard warning that BSF alleges is required by California Health & Safety Code § 25249.5 *et seq.* (“**Proposition 65**”). Vinyl check holders are referred to hereinafter as the “**Products.**” DEHP is listed pursuant to Proposition 65 as a chemical known to the State of California to cause cancer and birth defects or other reproductive harm.

### 1.3 Notice of Violation

On or about November 18, 2025, BSF served HRI, the California Attorney General, and the requisite public enforcement agencies with a 60-Day Notice of Violation (“**Notice**”), alleging HRI violated Proposition 65 by failing to warn its customers and consumers in California that its Products can expose users to DEHP. To the best of the Parties’ knowledge,

no public enforcer has commenced and is diligently prosecuting an action to enforce the allegations in the Notice.

#### **1.4 No Admission**

HRI denies the factual and legal allegations contained in the Notice and maintains that all products it has sold or distributed for sale in California, including the Products, have been, and are, in compliance with all laws. Nothing in this Agreement shall constitute or be construed as, nor shall compliance with this Agreement constitute or be construed as, an admission by HRI of any fact, finding, conclusion of law, issue of law, or violation of law. This section shall not, however, diminish or otherwise affect HRI's obligations, responsibilities, and duties under this Agreement.

#### **1.5 Effective Date**

For purposes of this Agreement, "**Effective Date**" shall mean the date this Agreement is fully executed by all Parties and the signature pages have been exchanged.

## **2. INJUNCTIVE RELIEF: REFORMULATION OR WARNINGS**

### **2.1 Commitment to Reformulate or Warn**

Commencing on the Effective Date and continuing thereafter, all Products HRI manufactures, imports, sells, ships, or distributes for sale in or into California, directly or through one or more third party retailers or e-commerce marketplaces (that HRI knows or reasonably should know distribute the Products for sale in California), shall either (i) meet the Reformulation Standard for Reformulated Products, as defined by Section 2.2, or (ii) be accompanied by a clear and reasonable warning pursuant to Section 2.3.

### **2.2 Reformulation Standard**

For purposes of this Agreement, "Reformulated Products" are defined as Products which, if they contain DEHP, contain such chemical in a maximum concentration of less than 0.1 percent (1,000 parts per million) when analyzed by a laboratory certified or accredited by the State of California, the United States Food and Drug Administration/Environmental Protection Agency, the National Environmental Laboratory Accreditation Program, or a

member accreditation body of the International Laboratory Accreditation Cooperation. For purposes of compliance with this reformulation standard, testing samples shall be prepared and extracted using Consumer Product Safety Commission (“CPSC”) methodology CPSC-CH-C1001.09.3 and analyzed using U.S. Environmental Protection Agency methodology 8270D, or other methodologies utilized by federal or state government agencies to determine phthalate content in a solid matrix.

### **2.3 Clear and Reasonable Warnings**

Commencing on or before the Effective Date, HRI shall provide clear and reasonable warnings for all Products, that are not Reformulated Products, sold to consumers in California or offered for sale in California, in accordance with this Section pursuant to Title 27 California Code of Regulations § 25600, et seq.

#### **(a) Warnings**

##### **Option 1:**

**⚠WARNING [or] CA WARNING [or] CALIFORNIA WARNING:** This product can expose you to chemicals including Di(2-ethylhexyl)phthalate (DEHP), which is known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

OR

##### **Option 2:**

**⚠WARNING [or] CA WARNING [or] CALIFORNIA WARNING:** Risk of cancer and reproductive harm from exposure to Di(2-ethylhexyl)phthalate (DEHP). See [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

OR

##### **Option 3:**

**⚠WARNING [or] CA WARNING [or] CALIFORNIA WARNING:** Can expose you to Di(2-ethylhexyl)phthalate (DEHP), a carcinogen and reproductive toxicant. See [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

OR

**Option 4:** The following warning statement may be used on Products manufactured and labeled prior to January 1, 2028:

**▲ WARNING:** Cancer and reproductive harm -- [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

Each warning shall be prominently placed 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 before purchase or use and shall be provided in a manner such that it is clearly associated with the specific Product to which the warning applies.

**(b) Foreign Language Requirement.**

Where a consumer product sign, label or shelf tag used to provide a warning includes “consumer information” as defined in Cal. Code Regs. tit. 27, § 25600.1(c) in language(s) other than English, the warning must also be provided in the other language(s) in addition to English.

**(c) On-Product Warnings.**

HRI shall affix a warning to the Product label or otherwise directly on Products provided for sale to consumers located in California and to customers with retail outlets in California, nationwide distribution, or e-commerce platforms. For the purpose of this agreement, “Product label” means a display of written, printed, or graphic material printed on or affixed to each of the Products or its immediate container or wrapper. A warning provided pursuant to section 2.3(a) must print the word “**WARNING:**” in all capital letters and in bold font. The warning symbol to the left of the word “**WARNING:**” must be a black exclamation point in a yellow equilateral triangle with a black outline, except if the labeling does not use the color yellow, the symbol may be in black and white. If HRI uses warning Options 2-4 in Section 2.3(a), the entire warning shall appear in at least 6-point type.

**(d) Internet Warnings.**

For all Products HRI sells in or into California via the internet, HRI shall additionally prominently display the warning to customers on the internet website prior to purchase or during the checkout process such that the consumer does not have to seek out the information

being provided. The warning or a clearly marked hyperlink to the warning using the word “**WARNING**” and given in conjunction with the sale of the Products via the internet, shall appear either: (a) on the same web page the Products are displayed; (b) on the same web page as the virtual cart displaying the Products; (c) on the same page as the price for the Products; or (d) on one or more web pages displayed to a purchaser during the checkout process. If the on-Product Warning is one of the warning statements set forth in Options 2-4 in Section 2.3, the Internet Warning may use the corresponding warning statement.

Where HRI sells, ships, or distributes Products to third-party retailers or e-commerce marketplaces that it knows or reasonably should know sell Products to California consumers, HRI will notify them of the internet warning requirements under this Agreement as a condition of sale of the Products.

#### **2.4 Cure Notice.**

In the event that HRI is allegedly not in compliance with Section 2 of this Agreement, HRI upon receiving a written notice of non-compliance (“**Cure Notice**”), may bring the Products into compliance or demonstrate that the Products are already compliant within thirty (30) days of receipt of the Cure Notice.

### **3. MONETARY SETTLEMENT TERMS**

#### **3.1 Civil Penalty**

Pursuant to Health and Safety Code § 25249.7(b), HRI agrees to pay a civil penalty of \$1,750 within fifteen (15) business days of the Effective Date. HRI’s civil penalty payment will be allocated according to Health and Safety Code §§ 25249.12(c)(1) and (d), with seventy-five percent (75%) of the penalty paid to the California Office of Environmental Health Hazard Assessment (“**OEHHA**”), and the remaining twenty-five percent (25%) retained by BSF. HRI shall issue its payment in two checks made payable to: (a) “**OEHHA**” in the amount of \$1,312.50; and (b) “**Seven Hills LLP in Trust for Blue Sky Forever**” in the amount of \$437.50.

BSF's counsel shall deliver to OEHHA and BSF their respective portion of the penalty payment.

### **3.2 Reimbursement of Attorneys' Fees and Costs**

BSF and its counsel offered to resolve the allegations in the Notice without reaching terms on the amount of reimbursement of attorneys' fees and costs. Shortly after the Parties finalized the other material settlement terms, they negotiated and reached an accord on the amount of reimbursement to be paid to BSF's counsel, under general contract principles and the private attorney general doctrine, codified at California Code of Civil Procedure § 1021.5, for all work performed through the mutual execution and reporting of this Agreement to the Office of the California Attorney General. Within fifteen (15) business days of the Effective Date, HRI agrees to issue a check in the amount of \$18,750 payable to "Seven Hills LLP" for all fees and costs incurred investigating, bringing this matter to HRI's attention, negotiating a settlement in the public interest, and reporting its terms to Office of the California Attorney General pursuant to Section 9.

### **3.3 Payments**

All payments payable and due under this Agreement shall be sent to BSF's counsel at following address:

Seven Hills LLP  
Attn: Kimberly Gates Johnson  
1 Embarcadero Center, Suite 1200  
San Francisco, CA 94111

In HRI's sole discretion, payments due under this Agreement may be sent via wire transfer.

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

### **4.1 BSF's Release of HRI**

This Agreement is a full, final and binding resolution between BSF, as an individual and *not* on behalf of the public, and HRI, of any violation of Proposition 65 that was or could have been asserted by BSF on behalf of itself, its past and current agents, representatives, attorneys,

successors, and/or assignees, against HRI, and each entity to whom HRI directly or indirectly distributes or sells Products, including, but not limited to, Chefs' Toys, LLC and its affiliates, downstream distributors, wholesalers, online marketplaces, customers, retailers, franchisees, cooperative members, and licensees (collectively, "**Releasees**"), based on their failure to warn under Proposition 65 about alleged exposures to DEHP contained in the Products that were manufactured, distributed, sold and/or offered for sale by HRI in California before the Effective Date, as alleged in the Notice.

In further consideration of the promises and agreements herein contained, BSF as an individual and *not* on behalf of the public, on behalf of itself, its past and current agents, representatives, attorneys, successors, and/or assignees, hereby waives all of BSF's rights to institute or participate in, directly or indirectly, any form of legal action and releases all claims that BSF may have, including, without limitation, all actions, and causes of action, in law or in equity, suits, liabilities, demands, obligations, damages, costs, fines, penalties, losses, or expenses including, but not exclusively, investigation fees, expert fees, and attorneys' fees arising under Proposition 65 with respect to DEHP in the Products manufactured, distributed, sold and/or offered for sale by HRI, before the Effective Date (collectively, "**Claims**"), against HRI and Releasees.

The Parties further understand and agree that this Section 4.1 release shall not extend upstream to any entities that manufactured the Products or any component parts thereof, or any distributors or suppliers who sold the Products or any component parts thereof to HRI, nor to Releasees who have been instructed by HRI pursuant to Sections 2.3(d) and 2.4 to provide a warning on Products that are not Reformulated Products and have failed to do so. Nothing in this Section affects BSF's right to commence or prosecute an action under Proposition 65 against a Releasee that does not involve HRI's Products.

#### **4.2 HRI's Release of BSF**

HRI, on behalf of itself, its past and current agents, representatives, attorneys, successors, and assignees, hereby waives any and all claims against BSF and its attorneys and other

representatives, for any and all actions taken or statements made (or those that could have been taken or made) by BSF and its attorneys and other representatives, whether in the course of investigating claims or otherwise seeking to enforce Proposition 65 against it in this matter with respect to the Products.

#### **4.3 Public Benefit**

It is HRI's understanding that the commitments it has agreed to herein, and actions to be taken by HRI under this Agreement, would 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 HRI that to the extent any other private party initiates an action alleging a violation of Proposition 65 with respect to HRI's failure to provide a warning concerning exposure to DEHP prior to use of the Products it has manufactured, distributed, sold, or offered for sale in California, such private party action would not confer a significant benefit on the general public as to those Products addressed in this Agreement, provided that HRI is in material compliance with this Agreement.

#### **5. SEVERABILITY**

If, subsequent to the execution of this Agreement, any provision of this Agreement is deemed by a court to be unenforceable, the validity of the remaining provisions shall not be adversely affected; provided, however, that if the unenforceable provision is material to this Agreement, the Parties shall in good faith negotiate a lawful and enforceable provision that most closely reflects the Parties' original intent.

#### **6. GOVERNING LAW**

The terms of this Agreement shall be governed by the laws of the State of California and apply within California. Nothing in this Agreement shall be interpreted to relieve HRI from its obligation to comply with any pertinent state or federal law or regulation.

**7. NOTICE**

Unless specified herein, all correspondence and notice required by this Agreement shall be in writing and sent by: (i) first-class registered or certified mail, return receipt requested; or (ii) a recognized overnight courier to any Party by the other at the following addresses:

For HRI:

Sherry Jackman, Esq.  
Sedina Banks, Esq.  
Bryce Lourie, Esq.  
Greenberg Glusker LLP  
2049 Century Park East, Suite 2600  
Los Angeles, CA 90067

For BSF:

Kimberly Gates Johnson, Partner  
Seven Hills LLP  
1 Embarcadero Center, Suite 1200  
San Francisco, CA 94111

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

**8. COUNTERPARTS, FACSIMILE AND PDF SIGNATURES**

This Agreement may be executed in counterparts and by 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.

**9. COMPLIANCE WITH REPORTING REQUIREMENTS**

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

**10. ENTIRE AGREEMENT**

This Agreement 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 Agreement 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.

**11. MODIFICATION**

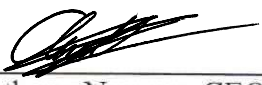
This Agreement may be modified only by a written agreement of the Parties.

**12. AUTHORIZATION**

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

**AGREED TO:**

Date: 4/16/2026

By:   
Anthony Nguyen, CEO  
Blue Sky Forever

**AGREED TO:**

Date: 4/16/2026

By: Sara Tartaglia, CEO  
Sara Tartaglia, CEO  
H. Risch, Inc.