

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 Wingstop Inc., Wingstop Restaurants Inc., Far West Restaurant Group, LLC, and Sizzling Wings, LLC, together with each of their respective parents, subsidiaries, affiliates under common ownership, (collectively, the “Wingstop Parties”), on the other hand, with EHA and the Wingstop Parties 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 certain restaurants operating under the “Wingstop” brand in California are persons 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 thermal receipt paper allegedly used in certain Wingstop-franchisee operated restaurants in the state of California contained Bisphenol S (BPS) and that the franchisee operated restaurants did 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 connection with the operation of any restaurant or other point of sale doing business under the “Wingstop” brand in the State of California, regardless of whether such thermal receipt paper was purchased, procured, supplied, or distributed by the Wingstop Parties, any franchisee, or any third party.

1.4 Notice of Violation

On or around July 11, 2025, EHA served Wingstop, Inc. and Wingstop Restaurants Inc., 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 exposures to BPS occurred through thermal receipt paper provided to consumers at certain “Wingstop”-branded restaurant locations in California without a clear and reasonable warning required by Proposition 65, and asserted that Wingstop Restaurants, Inc. and Wingstop Inc. were the manufacturer and distributor/retailer of the product at issue.

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

The Wingstop Parties deny the material, factual, and legal allegations in the Notice and maintains that all of the products it 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 Wingstop 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 Wingstop of any fact, finding, conclusion, issue of law or violation of law, such being specifically denied by Wingstop. This Section shall not, however, diminish or otherwise affect the Wingstop Parties’ 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 thirty (30) days after the Effective Date, each Wingstop franchisee that is a signatory to this Agreement, i.e., Far West Restaurant Group, LLC, and Sizzling Wings, LLC shall not purchase for use or provide to customers 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.

Wingstop Inc. and Wingstop Restaurants, Inc. shall use commercially reasonable efforts to ensure that any thermal receipt paper specified, approved, or made available through any Wingstop-administered supply program for use in Wingstop-branded locations in California is BPS Free. Nothing in this Section imposes any duty on Wingstop Inc. or Wingstop Restaurants, Inc. to monitor, police, or control the independent purchasing decisions of any California franchisee, including Far West Restaurant Group, LLC and Sizzling Wings, LLC. Each franchisee that is a signatory to this Agreement shall be solely responsible for its own compliance with this Section.

2.2 Grace Period for Existing Inventory of the Covered Product

The requirements of this 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 any of the Wingstop Parties 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 Notice or referred to in this Settlement Agreement, Wingstop Restaurants Inc. shall cause to be paid, on behalf of the Wingstop Parties, 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 Wingstop Restaurants Inc. shall issue, on behalf of the Wingstop Parties, 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 fourteen (14) business days after the Effective Date.
- One payment of \$250.00 to EHA, due fourteen (14) business days after the Effective Date (subject to Section 3.3).

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. Wingstop Restaurants, Inc. shall cause to be paid, on behalf of the Wingstop Parties, 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 the Wingstop Parties, 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 fourteen (14) business days after the Effective Date (subject to section 3.3).

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

Wingstop Restaurants Inc. agrees to provide a completed IRS 1099 for its payments to, and EHA agrees to provide signed IRS W-9 forms for, each of the payees under this Settlement Agreement. The Parties acknowledge and agree that the Wingstop Parties' payment obligations under Sections 3.1 and 3.2 shall not commence, and no payment deadline shall begin to run, until the date the Wingstop Parties have received all requisite W-9 forms from EHA's counsel.

4. CLAIMS COVERED AND RELEASED

4.1 EHA's Release of the Wingstop Parties

This Settlement Agreement is a full, final, and binding resolution of all claims between EHA, on its own behalf, and on behalf of its past and current agents, representatives, attorneys, successors, and assignees, and the Wingstop Parties for all claims that can or could have been asserted by EHA, against the Wingstop Parties and each of their respective parents, subsidiaries, affiliated entities under common ownership, directors, officers, members, employees, attorneys, and any entity, including, but not limited to, each entity that uses, purchases, obtains, or provides the Covered Product for use at, or in connection with, the operation of any "Wingstop"-branded location in California, including without limitation downstream distributors, wholesalers, customers, retailers, franchisees (whether or not signatories to this Settlement Agreement), cooperative members, licensees, and all owners and operators of restaurants or other points of sale doing business under the "Wingstop" brand in the State of California (collectively, the "Releasees").

The release set forth in this Section 4.1 applies to all claims based on the failure to warn about exposures to BPS required under Proposition 65 in the Covered Product manufactured, purchased, procured, supplied, distributed, provided, sold, offered for sale, or used in connection with any

“Wingstop”-branded location in the State of California before the Effective Date, as alleged in the Notice, or for any other reason arising out of or relating to such alleged or actual exposures. However, the release set forth in this Section 4.1 shall not extend to any Wingstop Party with respect to its own conduct if that Wingstop Party that does not satisfy the injunctive standard set forth above in Section 2.1, and no failure by any franchisee or other Wingstop Party (including any franchisee) to satisfy such injunctive standard shall affect the release applicable to Wingstop Inc., Wingstop Restaurants, Inc and any parents, subsidiaries or affiliates under common ownership.

In further consideration of the promises and agreements herein contained, EHA on its own behalf and 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 Wingstop Parties and the Releasees including, without limitation, all actions and causes of action, suits, liabilities, demands, obligations, damages, costs, fines, penalties, losses or expenses including, but not limited to, 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, purchased, procured, supplied, distributed, provided, sold, offered for sale, or used in connection with any “Wingstop”-branded location in the State of California, before the Effective Date.

For the avoidance of doubt, Releasees include all franchisees operating “Wingstop”-branded locations in the State of California, whether or not such franchisees are signatories to this Settlement Agreement.

4.2 Wingstop’s Release of EHA

The Wingstop Parties, on their own behalf and on behalf of their respective past and current agents, representatives, attorneys, successors, and assignees, hereby waive any and all claims against EHA and its attorneys and other representatives, arising out of any actions taken or statements made by EHA or its attorneys or representatives in connection with the Notice, the investigation of the claims asserted in the Notice, the negotiation and execution of this Settlement Agreement, or the enforcement of Proposition 65 with respect to the Covered Product in this matter.

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 the Wingstop Parties on behalf of themselves 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 Wingstop Parties each acknowledge and understand the significance and consequences of this specific waiver of California Civil Code § 1542.

5. PUBLIC BENEFIT

It is the Wingstop Parties' understanding that the commitments agreed to herein, and actions to be taken by the Wingstop Parties 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 Wingstop Parties 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 alleged exposures to BPS in the Covered Product used in connection with any "Wingstop"-branded location in the State of 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 Wingstop Inc. and Wingstop Restaurants, Inc. are in material compliance with this Settlement Agreement. Nothing in this Section shall be construed to condition such intent on the conduct or compliance of any franchisee or other non-signatory entity.

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. WARRANTIES AND REPRESENTATIONS

8.1 Each Party represents and warrants to the other as follows:

8.1.1 Each Party has the full right and power to execute, deliver and perform this Settlement Agreement according to its terms, without the necessity of consent of or joinder with another. When executed and delivered, this Settlement Agreement shall constitute a valid and binding agreement of such Party, enforceable according to its terms;

8.1.2 Each Party has had the benefit and advice of independent counsel in connection with this matter and in connection with the negotiation, execution, delivery, and performance of this Settlement Agreement;

8.1.3 No claim referred to in the releases contained in this Settlement Agreement has been assigned, transferred, hypothecated, pledged, mortgaged, or set over in any manner whatsoever, in whole or in part, to any third person not a party to this Settlement Agreement, and each Party represents that it has the sole and exclusive right to release and discharge the claims it is releasing herein;

8.1.4 With the exception of the commitments, consideration, promises, releases, representations, warranties, and covenants expressly set forth herein, which shall survive indefinitely, this Settlement Agreement is executed and delivered without reliance by any Party upon any statement, representation, promise, inducement, understanding, or agreement by or on behalf of any party hereto or by or on behalf of any representative or agent employed by either of them.

8.1.5 Counsel for EHA represents and warrants that they: (a) have not been retained by any other individuals (other than EHA) with claims arising out of the facts alleged in the Notice against any of the Releasees; (b) have not filed any complaint or other claims in any court or other tribunal with claims arising out of the facts alleged in the Notice against any of the Releasees; (c) are not aware of any other individual, potential claimant, plaintiff, class member, or attorney who intends to make demands or to bring any action with claims arising out of the facts alleged in the Notice against any of the Releasees; (d) have not disclosed or revealed any confidential or non-public information obtained from the Wingstop Parties or their counsel during the course of this dispute to any other individual, potential claimant, plaintiff, class member, or attorney; (e) have not encouraged any other individuals or entities to bring claims arising out of the facts alleged in the Notice against the Releasees; (f) are not presently advertising or soliciting potential claimants to make demands on or bring any action arising out of the facts alleged in the Notice against

the Releasees; (g) have no present intention to engage in the conduct described in subsections (a) through (f) herein; and (h) have not and will not use any confidential or non-public information obtained from the Wingstop Parties or their counsel during the course of this dispute, including pursuant to Federal Rule of Evidence 408, arising out of the facts alleged in the Notice. The Parties agree that this Section 8.1.5 is a material term of this Settlement Agreement and that any breach of this Section 8.1.5 shall be a material breach of this Settlement Agreement. Nothing in this subsection shall be construed as a restriction, in contravention of the laws or rules of professional conduct of California or any other U.S. state of the right of the attorneys of Counsel for EHA to practice law.

9. 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.

10. 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 Wingstop Restaurants Inc.:

Christopher Hunt
Wingstop Restaurants, Inc.
2801 North Central Expressway, Suite 1600
Dallas, TX 75204
chunt@wingstop.com

For Sizzling Wings, LLC.:

Samuel Gray
Sizzling Platter, LLC
348 E Winchester St.
Murray, UT 84107
Samuel.gray@splat.com

For Far West Restaurants Group, LLC.:

Jorge Luis Ortiz Garcia
Far West Restaurant Group, LLC
1675 Scenic Avenue, Suite 150
Costa Mesa, CA 92626

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.

11. 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.

12. 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).

13. MODIFICATION

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

14. 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: 3/3/2026

By: 
ENVIRONMENTAL HEALTH
ADVOCATES, INC.

AGREED TO:

Date: 1/9/2026

Signed by:

By: 66E9538AE73A494
WINGSTOP RESTAURANTS INC.

AGREED TO:

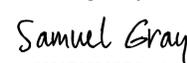
Date: 1/9/2026

DocuSigned by:

By: C103EE28361E426...
FAR WEST RESTAURANT
GROUP, LLC.

AGREED TO:

Date: 1/12/2026

DocuSigned by:

By: 3839F66B8BD644A...
SIZZLING WINGS, LLC