

## 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 Bricks & Minifigs La Mesa (“Bricks & Minifigs”), on the other hand, with EHA and Bricks & Minifigs 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 Bricks & Minifigs 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 Bricks & Minifigs uses and distributes in California the Covered Product (defined below) that contains Bisphenol S (BPS) and that it does so without first providing the health hazard warning required by Proposition 65. Bricks & Minifigs contends that the Covered Product does not contain elevated levels of BPS, does not require health hazard warnings as required by Proposition 65, and is otherwise in compliance with Proposition 65. BPS is listed pursuant to Proposition 65 as a chemical known to the State of California 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 allegedly containing elevated levels of BPS (“Covered Product”), that is used, distributed, and/or provided to customers in California by Bricks & Minifigs.

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

On or around January 9, 2026 and January 23, 2026, EHA served Bricks & Minifigs, 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 Bricks & Minifigs had violated

Proposition 65 by failing to sufficiently warn consumers in California of the health hazards associated with exposures to elevated levels of BPS 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**

Bricks & Minifigs denies the material, factual, and legal allegations in the Notice and maintains that all of the products it sold, used, provided or distributed in California, including Covered Product, have been, and are, in material compliance with all laws. Nothing in this Settlement Agreement shall be construed as an admission by Bricks & Minifigs 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 Bricks & Minifigs of any fact, finding, conclusion, issue of law or violation of law, such being specifically denied by Bricks & Minifigs.

### **1.6 Effective Date**

For purposes of this Settlement Agreement, the term "Effective Date" means the date this Settlement Agreement is executed by the Parties.

## **2. INJUNCTIVE RELIEF**

As of the Effective Date, Bricks & Minifigs represents that it discontinued and stopped all use and distribution of the Covered Product and intends to use and distribute only "BPS free thermal receipt paper" to customers in California. "BPS Free thermal receipt paper" means thermal receipt 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. "Intentionally Added" means deliberately included in the formulation of a product to serve a functional or technical purpose and does not include the incidental presence of a substance as a contaminant or impurity.




If Bricks & Minifigs decides to use or distribute the Covered Product to customers in

California after the Effective Date, Bricks & Minifigs shall provide Proposition 65 warning labels in accordance with this Section 2 and Proposition 65. To the extent that this Section 2 conflicts with Proposition 65, Proposition 65 controls.

Beginning thirty (30) days after the Effective Date, Bricks and Minifigs shall be permanently enjoined from purchasing for use, distributing, shipping, providing, or offering the Covered Product to consumers in California without complying with the warning provisions in this Section 2.

A clear and reasonable warning must be provided for any Covered Product distributed, shipped, provided or offered to consumers in California by Bricks & Minifigs. Each warning shall be prominently placed on the cash register or cashier's desk or station with such conspicuousness, as compared with other words, statements, labels, or designs thereon, as to render it likely to be read and understood by an ordinary individual under customary conditions before using or being provided the Covered Product. Each warning shall be provided in a manner such that the consumer or user understands to which specific Covered Products the warning applies, and which listed chemical(s) is/are implicated, so as to minimize the risk of consumer confusion.

Specifically, one of the following warning statements must be used:

- 1)  **WARNING:** The thermal receipt paper can expose you to chemicals including Bisphenol S (BPS), 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](http://www.P65Warnings.ca.gov); or
- 2)  **WARNING:** Risk of birth defects or other reproductive harm from exposure to Bisphenol S (BPS) on the thermal receipt paper. See [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov); or
- 3)  **WARNING:**” [or] “**CA WARNING:**” [or] “**CALIFORNIA WARNING:** Can expose you to Bisphenol S (BPS), a reproductive toxicant. See [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov); or

**SHORT FORM ON  
A PRODUCT  
MANUFACTURED/  
LABELED PRIOR  
TO 1/1/28,  
REGARDLESS OF  
DATE OF SALE**

- 4)  **WARNING:** Reproductive Harm—  
[www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

The triangle above shall be yellow on the warning statement. Where the sign, label, or shelf tag for the Covered Product is not printed using the color yellow, the symbol may be printed in black and white. The symbol shall be placed to the left of the warning text, in a size no smaller than the height of the word, “WARNING.” A short-form warning must be provided on or near the Covered Product in a type size that complies with Cal. Code Regs Tit. 27, § 25601(c). In no case shall a warning statement displayed on the Covered Product’s 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.

Bricks & Minifigs does not sell the Covered Products online. However, if a Covered Product is sold online or used for different product sold online, Bricks & Minifigs shall comply with this Section 2 with respect to online warnings. As set forth in Cal. Code Regs. Tit. 27, § 25602(b), an online 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 short-form label content pursuant to Section 25602(a)(4), 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 January 1, 2028, a retail seller is not responsible under Section 25600.2(e)(4) for conspicuously posting or displaying the new 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 a short-form warning compliant with Section 25603(c) with content compliant with Section 25603(b). These requirements extend to any websites under the exclusive control of Bricks & Minifigs where Covered Products are sold into California. In addition, to the extent applicable, Bricks & Minifigs shall instruct any third-party website selling the Covered Product online to customers in California to include the same online warning, as set forth above, as a condition of selling the Covered Products in California.

There shall be no obligation for Bricks & Minifigs to provide a warning for Covered Product that entered the stream of commerce prior to the Effective Date, and the Section 4 release applies to all such Covered Product. Some existing inventory of the Covered Product may be in the stream of commerce as of the Effective Date, and that existing inventory is expressly covered by the releases provided in Section 4.1. For the avoidance of doubt, the Covered Product in the stream of commerce specifically includes, but is not limited to, the Covered Product that was procured by Bricks & Minifigs prior to the Effective Date. To the extent this Section 2 conflicts with Proposition 65, Proposition 65 controls.

### **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, Bricks & Minifigs 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. Bricks & Minifigs 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 fourteen (14) days after the Effective Date.
- One payment of \$250.00 to EHA, due fourteen (14) 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 agreement on the compensation due to EHA and its counsel under the private attorney general doctrine and principles of contract law. Under these legal principles, Bricks & Minifigs agrees to pay fourteen thousand dollars (\$14,000.00) to EHA and its counsel for all fees and costs incurred in investigating, bringing this matter to the attention of Bricks & Minifigs, and negotiating a settlement. The fourteen thousand dollars (\$14,000.00) in attorney’s fees and costs shall be payable to Entorno Law, LLP as one payment of \$14,000.00 due fourteen (14) 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**

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

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

### **4.1 EHA's Release of Bricks & Minifigs**

This Settlement Agreement is a full, final, and binding resolution of all claims between EHA, on its own behalf, and Bricks & Minifigs 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, affiliates, and assignees, against Bricks & Minifigs and each of its parents, subsidiaries, affiliates, franchisees, franchisors, including but not limited to BAM Franchising Inc., and other franchisees including Start Sisters, LLC, More than Minifigs, LLC, SLO Bricks, LLC, Katherine & Tim Leuschner as individuals, Ryan Spalding / Yi Yang-Spalding as Individuals, WuFamBam, LLC, Migz Bricks, inc., CDavis Holdings, LLC, Toy Brick Collectables, LLC, Tres Greek, Inc., KMF Family Ventures, LLC, PROV243, LLC, Brickhouse Empire, LLC, Bricktopia, LLC, TJ & Ashley Shmitt as individuals, Pay Awesome Inc., Mario Torres / Susy Flores as Individuals, Burbank Bricks, Inc., Milien Bricks, LLC, Five Ladies Corporation, and their respective directors, officers, members, employees, attorneys, and any entity, including, but not limited to each entity to whom Bricks & Minifigs 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 (collectively, "Releasees"), based on the alleged failure to warn about exposures to BPS required under Proposition 65 in the Covered Product used or distributed in California by Bricks & Minifigs 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 its past and current agents, representatives, attorneys, successors, affiliates, 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 Bricks & Minifigs 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 failure to warn about exposures to BPS required under Proposition 65 in the Covered Product distributed or used by Bricks & Minifigs, before the Effective Date.

#### **4.2 Bricks & Minifigs's Release of EHA**

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

**5. PUBLIC BENEFIT**

It is Bricks & Minifigs’s understanding that the commitments it has agreed to herein, and actions to be taken by Bricks & Minifigs 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 Bricks & Minifigs 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 Bricks & Minifigs’s alleged failure to provide a warning concerning actual or alleged exposure to BPS prior to use of the Covered Product it has used or distributed 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 Bricks & Minifigs 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.

**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 Bricks & Minifigs:

Tre Harris  
Tyler Cahoon  
Dentons Durham Jones Pinegar P.C.  
111 S Main St Suite 2400,  
Salt Lake City, UT 84111  
tre.harris@dentons.com  
tyler.cahoon@dentons.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 electronically 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: 4/30/26

Date: April 30, 2026

By:   
ENVIRONMENTAL HEALTH  
ADVOCATES, INC.

By: /s/ Niki Wallace (signed with permission  
received via email)  
BRICKS & MINIFIGS LA MESA