

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 Adir International, LLC (“Adir”), on the other hand, with EHA and Adir 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 Adir 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 Adir 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 Adir.

1.4 Notice of Violation

On or around July 18, 2025, EHA served Adir, 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 Adir 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 Notice.

1.5 No Admission

Adir denies 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 Adir 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 Adir of any fact, finding, conclusion, issue of law or violation of law, such being specifically denied by Adir. This Section shall not, however, diminish or otherwise affect Adir'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 the Parties.

2. INJUNCTIVE RELIEF

As of the Effective Date, Adir 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 Adir decides to use or distribute thermal receipt paper that is not BPS-Free to customers in California after the Effective Date, Adir 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.

A clear and reasonable warning must be provided for any Covered Product distributed, shipped, provided or offered to consumers in California by Adir. 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 five warning statements must be used

Bilingual Version	 WARNING / ADVERTENCIA: Receipts provided at this location may expose you to Bisphenol S (BPS) , a chemical known to the State of California to cause reproductive harm. Los recibos proporcionados en este lugar pueden exponerlo a Bisphenol S (BPS) , un químico conocido por el estado de California por causar daños reproductivos. For more information / Para más información: www.P65Warnings.ca.gov
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 ; 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 ; or
(3)	 WARNING:" [or] "CA WARNING:" [or] "CALIFORNIA WARNING: Can expose you to Bisphenol S (BPS), a reproductive toxicant. See 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.

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.

Adir does not sell the Covered Products online. However, if a Covered Product is sold online or used for different product sold online, Adir 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 Adir where Covered Products are sold into California. In addition, to the extent applicable, Adir 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 Adir 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 Adir 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, Adir 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. Adir 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 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, Adir agrees to pay four thousand dollars (\$4,000.00) to EHA and its counsel for all fees and costs incurred in investigating, bringing this matter to the attention of Adir, and negotiating a settlement. The four thousand dollars (\$4,000.00) in Attorney's Fees and Costs shall be payable to Entorno Law, LLP as one payment of \$4,000.00 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

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

4. CLAIMS COVERED AND RELEASED

4.1 EHA's Release of Adir

This Settlement Agreement is a full, final, and binding resolution of all claims between EHA, on its own behalf, and Adir 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 Adir 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 Adir 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 sold or distributed for sale in California by Adir 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 Adir 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 Adir, before the Effective Date.

4.2 Adir’s Release of EHA

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

5. PUBLIC BENEFIT

It is Adir's understanding that the commitments it has agreed to herein, and actions to be taken by Adir 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 Adir 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 Adir'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, 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 Adir 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 Adir:

Matthew H. Schwartz
Schwartz Law Center, LLC
2985 Gordy Parkway, Suite 550
Marietta, Georgia 30066-3078
Matt@schwartzlawcenter.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: 8/4/26

Date: 07/31/26

By: 
ENVIRONMENTAL HEALTH
ADVOCATES, INC.

By: Mauricio Fux
ADIR INTERNATIONAL, LLC