

ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO.: NAME: Tanva E. Moore, SBN 206683 FIRM NAME: Mission Law Firm, A.P.C. STREET ADDRESS: 332 North Second Street CITY: San Jose STATE: CA ZIP CODE: 95112 TELEPHONE NO.: (408) 298-2000 FAX NO.: (408) 298-6046 E-MAIL ADDRESS: prop65@mission.legal ATTORNEY FOR (name): Plaintiff, Safe Products for Californians, LLC		FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Santa Clara STREET ADDRESS: 191 North First Street MAILING ADDRESS: 191 North First Street CITY AND ZIP CODE: San Jose 95113 BRANCH NAME: Downtown Superior Court		
PLAINTIFF/PETITIONER: Safe Products for Californians, LLC DEFENDANT/RESPONDENT: Oriental Trading Company, Inc., et al. OTHER:		CASE NUMBER: 18CV323650
PROPOSED ORDER (COVER SHEET)		JUDICIAL OFFICER: Theodore C. Zayner
		DEPT: 6

NOTE: This cover sheet is to be used to electronically file and submit to the court a proposed order. The proposed order sent electronically to the court must be in PDF format and must be attached to this cover sheet. In addition, a version of the proposed order in an editable word-processing format must be sent to the court at the same time as this cover sheet and the attached proposed order in PDF format are filed.

1. Name of the party submitting the proposed order:
 Safe Products for Californians, LLC

2. Title of the proposed order:
 [PROPOSED] JUDGMENT PURSUANT TO TERMS OF PROPOSITION 65 SETTLEMENT AND CONSENT JUDGMENT

3. The proceeding to which the proposed order relates is:
 - a. Description of proceeding: MOTION TO APPROVE PROPOSITION 65 SETTLEMENT AND CONSENT JUDGMENT
 - b. Date and time: June 26, 2018 at 9:00 a.m.
 - c. Place: Department: 6, Judge Zayner, Downtown Superior Court, 191 North First Street, San Jose, CA 95113

4. The proposed order was served on the other parties in the case.

Tanya E. Moore, Esq.

 (TYPE OR PRINT NAME)



 (SIGNATURE OF PARTY OR ATTORNEY)

CASE NAME: Safe Products for Californians, LLC v. riental Trading Company, Inc., et al.	CASE NUMBER:
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**PROOF OF ELECTRONIC SERVICE
PROPOSED ORDER**

1. I am at least 18 years old and not a party to this action.
 - a. My residence or business address is (*specify*):
Mission Law Firm, A.P.C., 332 North Second Street, San Jose, CA 95112
 - b. My electronic service address is (*specify*): isaac@mission.legal

2. I electronically served the *Proposed Order (Cover Sheet)* with a proposed order in PDF format attached, and a proposed order in an editable word-processing format as follows:
 - a. On (*name of person served*) (*If the person served is an attorney, the party or parties represented should also be stated.*):
Malcolm C. Weiss, Esq.; and Sarah N. Quiter, Esq. Attorneys for Defendants:
ORIENTAL TRADING COMPANY, INC.; and FUN EXPRESS, LLC
 - b. To (*electronic service address of person served*): mweiss@huntonAK.com; squiter@huntonAK.com
 - c. On (*date*): May 10, 2018

- Electronic service of the *Proposed Order (Cover Sheet)* with the attached proposed order in PDF format and service of the proposed order in an editable word-processing format on additional persons are described in an attachment.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: May 10, 2018

Isaac Medrano
 (TYPE OR PRINT NAME OF DECLARANT)



(SIGNATURE OF DECLARANT)

1 Tanya E. Moore, SBN 206683
MISSION LAW FIRM, A.P.C.
2 332 North Second Street
San Jose, California 95112
3 Telephone (408) 298-2000
Facsimile (408) 298-6046
4 E-mail: prop65@mission.legal

5 Attorney for Plaintiff
Safe Products for Californians, LLC
6

Signed: 7/9/2018 04:17 PM

7
8 **SUPERIOR COURT OF CALIFORNIA**
9 **COUNTY OF SANTA CLARA**

10
11 SAFE PRODUCTS FOR CALIFORNIANS,)
LLC,)

12 Plaintiff,

13 vs.

14 ORIENTAL TRADING COMPANY, INC.,)
15 et al.)

16 Defendants.
17

No. 18CV323650

) **[PROPOSED] JUDGMENT PURSUANT**
) **TO TERMS OF PROPOSITION 65**
) **SETTLEMENT AND CONSENT**
) **JUDGMENT**

) Date: June 26, 2018

) Time: 9:00 a.m.

) Department: 6

) Honorable Theodore C. Zayner

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[PROPOSED] JUDGMENT PURSUANT TO TERMS OF PROPOSITION 65 SETTLEMENT AND
CONSENT JUDGMENT

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Plaintiff, Safe Products for Californians, LLC, and defendants, Oriental Trading Company, Inc. and Fun Express, LLC, having agreed through their respective counsel that Judgment be entered pursuant to the terms of their settlement agreement in the form of a Consent Judgment, and following this Court's issuance of an Order approving the parties' Proposition 65 settlement and Consent Judgment,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that, pursuant to Health & Safety Code § 25249.7(f)(4) and Code of Civil Procedure § 664.6, judgment is hereby entered in accordance with the terms of the Consent Judgment attached hereto as Exhibit 1. By stipulation of the parties, the Court will retain jurisdiction to enforce the settlement under Code of Civil Procedure § 664.6.

IT IS SO ORDERED.

Dated: Signed: 6/28/2018 04:24 PM



JUDGE OF THE SUPERIOR COURT

EXHIBIT 1

1 Tanya E. Moore, SBN 206683
MISSION LAW FIRM, A.P.C.
332 North Second Street
2 San Jose, California 95112
Telephone (408) 298-2000
3 Facsimile (408) 298-6046
E-mail: prop65@mission.legal
4

5 Attorney for Plaintiff
Safe Products for Californians, LLC
6
7

8 **SUPERIOR COURT OF CALIFORNIA**
9 **COUNTY OF SANTA CLARA**

10 SAFE PRODUCTS FOR CALIFORNIANS,)
11 LLC,)

12 Plaintiff,)

13 vs.)

14 ORIENTAL TRADING COMPANY, INC.;)
15 et al.;)

16 Defendants.)
17)
18)

No. 18CV323650

[PROPOSED] CONSENT JUDGMENT

(Health & Safety Code § 25249.5, *et seq.*)

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[PROPOSED] CONSENT JUDGMENT

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1. INTRODUCTION

1.1 Parties

This Consent Judgment is entered into by and between plaintiff Safe Products for Californians, LLC (“SPFC”) and defendants Oriental Trading Company, Inc. (“OTC”), and Fun Express LLC (“Fun Express”) with SPFC, OTC and Fun Express each referred to individually as a “Party” and collectively as the “Parties.”

1.2 Plaintiff

SPFC is a limited liability California company with its principal place of business within the State of California, County of Santa Clara, who seeks to promote awareness of exposures to toxic chemicals, and to improve human health by reducing or eliminating harmful substances contained in consumer and commercial products.

1.3 Defendants

OTC is a Delaware corporation and employs ten or more persons and 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 section 25249.5 *et seq.* (“Proposition 65”).

Fun Express is a Nebraska limited liability company and employs ten or more persons and is a person in the course of doing business for purposes of Proposition 65.

1.4 General Allegations

SPFC alleges that OTC and Fun Express manufactured, distributed, sold, and/or offered for sale in California products that cause exposure to di(2-ethylhexyl)phthalate (“DEHP”) without providing a health hazard warning that SPFC alleges is required by Proposition 65. DEHP is listed under Proposition 65 as a chemical known to the state of California to cause cancer, birth defects, and other reproductive harm.

1.5 Notices of Violation

On or about August 10, 2017, SPFC served Fun Express and the requisite public enforcement agencies with a 60-Day Notice of Violation (“August Notice”), alleging that Fun Express manufactured, imported, distributed, sold, and/or offered for sale in California clear

1 vinyl storage bags, identified as, *Set of 3 Clear Vinyl Storage Bags with Handle (Medium)*
2 *UPC# 886102994467*, which expose customers to DEHP without requisite warnings in
3 violation of Proposition 65.

4 On or about December 11, 2017, SPFC served OTC and Fun Express and the requisite
5 public enforcement agencies with a supplemental 60-Day Notice of Violation (“Supplemental
6 Notice”), alleging that OTC and Fun Express manufactured, imported, distributed, sold, and/or
7 offered for sale in California clear vinyl storage bags, identified as *Set of 3 Clear Vinyl Storage*
8 *Bags with Handle (Medium) UPC# 886102994467*, and *Clear Vinyl Backpack Book Bag 3 pc*
9 *UPC# 889070001441*, which expose customers to DEHP without requisite warnings in
10 violation of Proposition 65.

11 To the best of the Parties’ knowledge, no public enforcer has commenced and is
12 diligently prosecuting an action to enforce the allegations set forth in the August Notice or
13 Supplemental Notice.

14 The August Notice and the Supplemental Notice are collectively referred to as the
15 “Notices.”

16 **1.6 Covered Products**

17 The products and product categories identified in the Notices are the products covered
18 by this Consent Judgment, hereinafter the “Products.”

19 **1.7 Complaint**

20 On February 16, 2018, SPFC commenced the instant action, naming OTC and Fun
21 Express as defendants for the alleged violations of Proposition 65 that are the subject of the
22 Notices (“Complaint”). In filing the Complaint, SPFC is acting in the interest of the general
23 public of the state of California.

24 **1.8 No Admission**

25 OTC and Fun Express deny the material, factual, and legal allegations contained in the
26 Notice and Complaint, and maintain that all of the products that they have manufactured,
27 imported, distributed, sold, and/or offered for sale in California, including the Products, have
28 been, and are, in compliance with all laws, including Proposition 65.

1 To avoid prolonged and costly litigation, the Parties therefore enter into this Consent
2 Judgment to resolve and settle all Proposition 65 claims concerning the Products, including
3 without limitation any disputes, obligations, claims, and/or causes of action that were or could
4 have been asserted by SPFC with respect to such matters.

5 This Consent Judgment is the direct result of a compromise of disputed allegations and
6 claims. As such, it is the Parties' intent that nothing in this Consent Judgment shall be
7 construed as an admission by OTC and Fun Express of any fact, finding, conclusion of law,
8 issue of law, or violation of law, nor shall compliance with this Consent Judgment constitute or
9 be construed as an admission by OTC or Fun Express of any fact, finding, conclusion of law,
10 issue of law, or violation of law.

11 Except as otherwise provided herein, nothing in this Consent Judgment shall prejudice,
12 waive or impair any right, remedy, argument or defense either Party may have in any other
13 legal proceeding.

14 **1.9 Jurisdiction and Venue**

15 For purposes of this Consent Judgment only, the Parties stipulate that this Court has
16 jurisdiction over OTC and Fun Express as to the allegations contained in the Complaint, that
17 venue is proper in the County of Santa Clara, and that the Court has jurisdiction to enter and
18 enforce the provisions of this Consent Judgment pursuant to Proposition 65 and Code of Civil
19 Procedure section 664.6.

20 **1.10 Effective Date**

21 For purposes of this Consent Judgment, the term "Effective Date" shall mean the date
22 that the Court grants and enters this Consent Judgment.

23 **2. INJUNCTIVE RELIEF**

24 **2.1 Commitment to Cease Sales, Reformulate or Warn**

25 Commencing on the Effective Date and continuing thereafter, OTC and Fun Express
26 shall not directly sell, or ship for sale in California any Products, unless such Products are
27 either (a) "Reformulated Products" as defined by Section 2.2 below, or (b) Products that bear a
28 clear and reasonable warning pursuant to Section 2.3, below.

1 **2.2 Reformulation**

2 For the purposes of this Consent Judgment, “Reformulated Products” are defined as
3 Products that contain DEHP in concentrations that do not exceed 1,000 parts per million
4 (0.1%) when analyzed pursuant to U.S. Environmental Protection Agency testing
5 methodologies 3580A and 8270C or equivalent methodologies utilized by state or federal
6 agencies for the purpose of determining DEHP content in a solid substance.

7 **2.3 Clear and Reasonable Warnings**

8 For any Products directly sold or offered for sale in California by OTC and Fun
9 Express that are not Reformulated Products, OTC and Fun Express agree to only sell or offer
10 for sale in California Products with a clear and reasonable warning in accordance with
11 Proposition 65 warning requirements.

12 **3. MONETARY SETTLEMENT TERMS**

13 **3.1** In full and complete satisfaction of all civil penalties and reasonable attorney’s fees
14 and costs incurred by SPFC and its counsel that have or could have been claimed in connection
15 with this action, OTC and Fun Express shall pay the total sum of thirty-seven thousand one
16 hundred seventy-nine dollars (\$37,179) as further allocated in Sections 3.2 and 3.3 below.
17 Payment shall be made within fifteen (15) calendar days after the Effective Date in two
18 separate checks made payable to “Mission Law Firm, A.P.C., Trust Account,” with one check
19 indicating the amount in Section 3.2, and the other check indicating the amount in Section 3.3.
20 Both checks shall be delivered to the address provided in Section 3.4, below.

21 **3.2 Payments Pursuant to Health and Safety Code § 25249.7(b)(2)**

22 Pursuant to Health and Safety Code section 25249.7(b)(2), and in full and complete
23 satisfaction of all the claims referred to in this Consent Judgment, OTC and Fun Express shall
24 pay two thousand dollars (\$2,000) in civil penalties in accordance with this Section. The
25 penalty payment will be allocated in accordance with California Health & Safety Code
26 § 25249.12(c)(l) & (d), with 75% of the funds remitted to the California Office of
27 Environmental Health Hazard Assessment (“OEHHA”) and the remaining 25% of the penalty
28 remitted to SPFC. SPFC and its counsel shall be responsible for remitting the penalty payment

1 under this Consent Judgment to OEHHA, and for sending a copy of such remittance to counsel
2 for OTC and Fun Express.

3 **3.3 Reimbursement of Attorney's Fees and Costs**

4 The Parties acknowledge that SPFC and its counsel offered to resolve this dispute
5 without reaching terms on the amount of fees and costs to be reimbursed to them, thereby
6 leaving the issue to be resolved after the material terms of the agreement had been settled.
7 Shortly after the other settlement terms had been finalized, the Parties then negotiated a
8 resolution of the compensation due to SPFC and its counsel under general contract principles
9 and the private attorney general doctrine codified at California Code of Civil Procedure §
10 1021.5. For all work performed to resolve this dispute, OTC and Fun Express shall reimburse
11 SPFC and its counsel thirty-five thousand one hundred seventy-nine dollars (\$35,179).

12 **3.4 Payment Procedures**

13 All payments pursuant to Section 3 shall be delivered to the following payment
14 address:

Mission Law Firm, A.P.C.
Attn: Proposition 65 (SPFC)
332 North Second Street
San Jose, California 95112

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18 If for any reason, other than the fault of SPFC or its counsel, this Consent Judgment is
19 not entered by the Court within nine (9) months of the date the Consent Judgment is executed
20 by all Parties, SPFC shall meet and confer with OTC and Fun Express about mutually
21 agreeable steps the Parties can take to enter the Consent Judgment. If such steps cannot be
22 agreed among the Parties, SPFC shall promptly return to OTC and Fun Express any and all
23 monies paid by OTC and Fun Express herein under Section 3 upon OTC's and Fun Express'
24 written request.

25 **4. CLAIMS COVERED AND RELEASED**

26 **4.1 SPFC's Release of Proposition 65 Claims**

27 SPFC, acting on its own behalf and in the public interest, releases (i) OTC and Fun
28 Express and their respective shareholders, members, parents, divisions, subdivisions,

1 subsidiaries, partners, and affiliated entities under common ownership, and each of their
2 respective directors, officers, employees, and attorneys and any and all successors and assigns
3 (collectively, “Releasees”); and (ii) each entity to whom the Releasees directly or indirectly
4 distribute or sell the Products, or have directly or indirectly distributed or sold the Products,
5 including, but not limited to, distributors, wholesalers, customers, retailers (including, without
6 limitation, Amazon, Inc., and any third party resellers of the Products), franchisees,
7 cooperative members, licensors and licensees (collectively, “Downstream Releasees”) for any
8 violations arising under Proposition 65 that have or could have been asserted against Releasees
9 and Downstream Releasees for unwarned exposures to DEHP from the Products manufactured,
10 imported, distributed, sold or offered for sale by Releasees or Downstream Releasees prior to
11 the Effective Date of this Consent Judgment.

12 The Parties agree that material compliance with the terms of this Consent Judgment
13 constitutes compliance with Proposition 65 by any Releasee or Downstream Releasee with
14 respect to the alleged or actual failure to warn about exposures to DEHP from Products
15 manufactured, imported, distributed, sold, and/or offered for sale by OTC and Fun Express
16 after the Effective Date.

17 **4.2 SPFC’s Individual Release of Claims**

18 SPFC, in its own capacity only and *not* in its representative capacity, also
19 provides a release to OTC and Fun Express, Releasees, and Downstream Releasees, which
20 shall be effective as a full and final accord and satisfaction, as a bar to all actions, causes of
21 action, obligations, costs, expenses, attorneys’ fees, damages, losses, claims, liabilities and
22 demands of SPFC of any nature, character or kind, whether known or unknown, suspected or
23 unsuspected, arising out of alleged or actual exposures to DEHP in Products manufactured,
24 imported, distributed or sold by OTC and Fun Express before the Effective Date.

25 **4.3 OTC and Fun Express’s Release of SPFC**

26 OTC and Fun Express, on their own behalf and on behalf of their past and current
27 agents, representatives, attorneys, successors and/or assignees, hereby waive any and all claims
28 against SPFC and its attorneys and other representatives, for any and all actions taken or

1 statements made (or those that could have been taken or made) by SPFC and its attorneys and
2 other representatives in the course of investigating claims, seeking to enforce Proposition 65
3 against it in this matter, or with respect to the Products.

4 **5. COURT APPROVAL**

5 This Consent Judgment is not effective until it is approved and entered by the Court
6 and shall be null and void if, for any reason, it is not approved and entered by the Court within
7 one year after it has been fully executed by all Parties. SPFC and OTC and Fun Express agree
8 to support the entry of this agreement as a judgment, and to obtain the Court's approval of their
9 settlement in a timely manner. The Parties acknowledge that, pursuant to California Health and
10 Safety Code section 25249.7(f), a noticed motion is required for judicial approval of this
11 Consent Judgment, which motion SPFC shall draft and file and OTC and Fun Express shall
12 support, appearing at the hearing if so required.

13 **6. ENFORCEMENT AND PREVAILING PARTY**

14 This Consent Judgment may only be enforced by the Parties.

15 **7. SEVERABILITY**

16 If, subsequent to the Court's approval and entry of this Consent Judgment as a
17 judgment, any provision of this Consent Judgment is held by a court to be unenforceable, the
18 validity of the remaining provisions shall not be adversely affected.

19 **8. GOVERNING LAW**

20 The terms of this Consent Judgment shall be governed by the laws of the State of
21 California and apply within the State of California. In the event that Proposition 65 is repealed,
22 preempted, or is otherwise rendered inapplicable by reason of law generally, or as to the
23 Products, then OTC and Fun Express may provide SPFC with written notice of any asserted
24 change in the law, and shall have no further obligations pursuant to this Consent Judgment,
25 with respect to, and to the extent that, the Products are so affected. Nothing in this Consent
26 Judgment shall be interpreted to relieve OTC and Fun Express from their obligation to comply
27 with any pertinent state or federal law or regulation.

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1 **9. NOTICE**

2 Unless specified herein, all correspondence and notices required by this Consent
3 Judgment shall be in writing and sent by: (i) personal delivery, (ii) first-class registered or
4 certified mail, return receipt requested; or (iii) a recognized overnight courier to any Party by
5 the other at the following addresses:

6 To OTC and Fun Express:

To SPFC:

7 Robert Siffring
8 Vice President and General Counsel
9 Oriental Trading Company, Inc.
5455 S. 90th Street
Omaha, Nebraska 68127

Mission Law Firm, A.P.C.
Attn: Proposition 65 (SPFC)
332 North Second Street
San Jose, California 95112

10 With a copy to:

11 Malcolm Weiss, Esq.
12 Hunton Andrews Kurth LLP
13 550 South Hope Street, Suite 200
14 Los Angeles, California 90071

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

17 **10. COUNTERPARTS, FACSIMILE AND PDF SIGNATURES**

18 This Consent Judgment may be executed in counterparts and by facsimile or portable
19 document format (pdf) signature, each of which shall be deemed an original and, all of which,
20 when taken together, shall constitute one and the same document.

21 **11. COMPLIANCE WITH REPORTING REQUIREMENTS**

22 SPFC and its counsel agree to comply with the reporting form requirements referenced
23 in California Health and Safety Code section 25249.7(f).

24 **12. MODIFICATION**

25 This Consent Judgment may be modified only by: (i) a written agreement of the Parties
26 and the entry of a modified Consent Judgment by the Court thereon; or (ii) upon a successful
27 motion of any party and the entry of a modified Consent Judgment by the Court thereon.
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1 **13. OTHER TERMS**

2 **13.1** This Consent Judgment contains the sole and entire agreement and understanding
3 of the Parties with respect to the entire subject matter set forth in this Consent Judgment, and
4 any and all prior discussions, negotiations, commitments, or understandings related thereto, if
5 any, are deemed merged. There are no warranties, representations, or other agreements
6 between the Parties except as expressly set forth in this Consent Judgment. No representations,
7 oral or otherwise, express or implied, other than those specifically referred to in this Consent
8 Judgment have been made by any Party. No other agreements not specifically contained or
9 referenced in this Consent Judgment, oral or otherwise, shall be deemed to exist or to bind any
10 of the Parties. No supplementation, modification, waiver, or termination of this Consent
11 Judgment shall be binding unless executed in writing by the Party to be bound. No waiver of
12 any of the provisions of this Consent Judgment shall be deemed or shall constitute a waiver of
13 any of the other provisions whether or not similar, nor shall such waiver constitute a continuing
14 waiver. Nothing in this Consent Judgment shall release, or in any way affect any rights that
15 OTC and Fun Express might have against any other party.

16 **13.2** The Parties, including their counsel, have participated in the preparation of this
17 Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties.
18 This Consent Judgment was subject to revision and modification by the Parties and has been
19 accepted and approved as to its final form by all Parties and their Counsel. Accordingly, any
20 uncertainty or ambiguity existing in this Consent Judgment shall not be interpreted against any
21 Party as a result of the manner of the preparation of this Consent Judgment. Each Party to this
22 Consent Judgment agrees that any statute or rule of construction providing that ambiguities are
23 to be resolved against the drafting Party should not be employed in the interpretation of this
24 Consent Judgment and, in this regard the Parties hereby waive California Civil Code section
25 1654.

1 **14. SUCCESSORS AND ASSIGNS**

2 This Consent Judgment shall be binding upon and inure to the benefit of the Parties
3 hereto and their respective divisions, subdivisions, and subsidiaries, and the successors or
4 assigns of any of them.

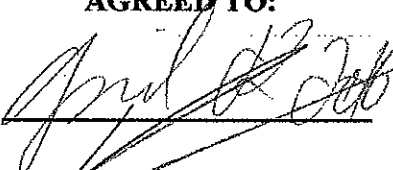
5 **16. AUTHORIZATION**

6 The undersigned are authorized to execute this Consent Judgment on behalf of their
7 respective Parties and have read, understood, and agree to all of the terms and conditions of
8 this Consent Judgment.

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AGREED TO:

AGREED TO:

Dated: 
By: _____

Dated: _____
By: _____

Randy Moore
Operating Manager
Safe Products for Californians, LLC

Matt Novak
Vice President
Oriental Trading Company, Inc.

AGREED TO:

Dated: _____

By: _____

Matt Novak
President
Fun Express LLC

1 **14. SUCCESSORS AND ASSIGNS**

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3 hereto and their respective divisions, subdivisions, and subsidiaries, and the successors or
4 assigns of any of them.

5 **16. AUTHORIZATION**

6 The undersigned are authorized to execute this Consent Judgment on behalf of their
7 respective Parties and have read, understood, and agree to all of the terms and conditions of
8 this Consent Judgment.

10 **AGREED TO:**

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12 Dated: _____

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14 By: _____

15 Randy Moore
16 Operating Manager
17 Safe Products for Californians, LLC

10 **AGREED TO:**

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12 Dated: 4/13/18

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14 By: MPL

15 Matt Novak
16 Vice President
17 Oriental Trading Company, Inc.

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19 **AGREED TO:**

20
21 Dated: 4/13/18

22
23 By: MPL

24 Matt Novak
25 President
26 Fun Express LLC