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BRODSKY SMITH  
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*Attorneys for Plaintiff*

**FILED**  
San Francisco County Superior Court

**APR 28 2026**

CLERK OF THE COURT

BY:   
Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN FRANCISCO

EMA BELL,  
Plaintiff,

v.

PALADONE PRODUCTS INC., WORLD OF  
JEANS & TOPS DBA TILLY'S, TILLY'S,  
INC.,  
Defendants.

Case No.: CGC-25-623084

**[PROPOSED] CONSENT  
JUDGMENT**

Judge: Joseph M. Quinn  
Dept.: 302  
Hearing Date: April 28, 2026  
Hearing Time: 9:00 AM  
Complaint Filed: March 7, 2025

1           **1. INTRODUCTION**

2           1.1     **The Parties.** This Consent Judgment is entered into by and between plaintiffs Ema  
3 Bell (“Bell”) and Precila Balabbo (“Balabbo”) (collectively, “Plaintiffs” and each a “Plaintiff”)  
4 acting on behalf of the public interest and defendant Paladone Products Inc. (“Paladone” or  
5 “Defendant”) with Plaintiffs and Defendant collectively referred to as the “Parties” and each of  
6 them as a “Party.” Balabbo and Bell are each an individual residing in California that seeks to  
7 promote awareness of exposures to toxic chemicals and improve human health by reducing or  
8 eliminating hazardous substances contained in consumer products. Paladone is alleged to be a  
9 person in the course of doing business for purposes of Proposition 65, Cal. Health & Safety Code  
10 §§ 25249.6 et seq.

11           1.2     **Allegations and Representations.** Plaintiffs allege that Defendant has exposed  
12 individuals to lead from its sales of (a) *Ted Lasso*™ mugs, (b) Paladone Products Assassins Creed  
13 gauntlet mugs, and (c) *Playstation*™ 4th generation controller mugs without providing a clear and  
14 reasonable exposure warning pursuant to Proposition 65. Lead is listed pursuant to Proposition 65  
15 as a chemical known to the State of California to cause cancer and birth defects or other  
16 reproductive harm.

17           1.3     **Notices of Violation/Action.**

18           1.3.1    On March 7, 2024, Bell served Paladone, Tilly’s, Inc., and various public  
19 enforcement agencies with documents entitled “60-Day Notice of Violation” pursuant to Health &  
20 Safety Code §25249.7(d) (the “First March Notice”), alleging that Defendant violated Proposition  
21 65 for failing to warn consumers and customers that use of *Ted Lasso*™ mugs exposes users in  
22 California to lead. No public enforcer has brought and is diligently prosecuting the claims alleged  
23 in the First March Notice. On March 7, 2025, Bell filed a complaint in the Superior Court of  
24 California, County of San Francisco, and docketed to Case No. CGC-25-623084, relating to the  
25 claims found in the First March Notice (the “First Complaint”).

1                   1.3.2 On March 7, 2024, Balabbo served Paladone and various public enforcement  
2 agencies with documents entitled “60-Day Notice of Violation” pursuant to Health & Safety Code  
3 §25249.7(d) (the “Second March Notice”), alleging that Defendant violated Proposition 65 for  
4 failing to warn consumers and customers that use of Paladone Products Assassins Creed gauntlet  
5 mugs exposes users in California to lead. No public enforcer has brought and is diligently  
6 prosecuting the claims alleged in the Second March Notice. On March 7, 2025, Balabbo filed a  
7 complaint in the Superior Court of California, County of San Francisco, and docketed to Case No.  
8 CGC-25-623089, relating to the claims found in the Second March Notice (the “Second  
9 Complaint”).

10                   1.3.3 On March 22, 2024, Bell served Paladone, The TJX Companies, Inc., and  
11 various public enforcement agencies with documents entitled “60-Day Notice of Violation”  
12 pursuant to Health & Safety Code §25249.7(d) (the “Third March Notice”)<sup>1</sup>, alleging that  
13 Defendant violated Proposition 65 for failing to warn consumers and customers that use of  
14 *Playstation*<sup>TM</sup> 4th generation controller mugs exposes users in California to lead. No public  
15 enforcer has brought and is diligently prosecuting the claims alleged in the Third March Notice.  
16 On March 18, 2025, Bell filed a complaint in the Superior Court of California, County of San  
17 Francisco, and docketed to Case No. CGC-25-623411, relating to the claims found in the Third  
18 March Notice (the “Third Complaint”).

19                   1.3.4 On November 6, 2025, Plaintiff filed a Notice of Related Case as to the First  
20 Complaint, Second Complaint, and Third Complaint<sup>2</sup>.

21                   1.4 For purposes of this Consent Judgment only, the Parties stipulate that this Court has  
22 jurisdiction over Defendant as to the allegations contained in the Related Action filed in this matter,  
23 that venue is proper in the County of San Francisco, and that this Court has jurisdiction to approve,  
24 enter, and oversee the enforcement of this Consent Judgment as a full and final binding resolution

25 \_\_\_\_\_  
26 <sup>1</sup> The First March Notice, Second March Notice, and Third March Notice are collectively referred  
to herein as, the “Notices.”

27 <sup>2</sup> The First Complaint, Second Complaint, and Third Complaint are collectively referred to herein  
28 as, the “Related Action.”

1 of all claims which were or could have been raised in the Related Action based on the facts alleged  
2 therein and in the Notices.

3 1.5 Defendant denies the material allegations contained in Plaintiffs' Notices and  
4 Related Action and maintains that it has not violated Proposition 65. Nothing in this Consent  
5 Judgment shall be construed as an admission by Defendant of any fact, finding, issue of law, or  
6 violation of law; nor shall compliance with this Consent Judgment constitute or be construed as an  
7 admission by Defendant of any fact, finding, conclusion, issue of law, or violation of law, such  
8 being specifically denied by Defendant. However, this section shall not diminish or otherwise affect  
9 the obligations, responsibilities, and duties of Defendant under this Consent Judgment.

10 **2. DEFINITIONS**

11 2.1 **Covered Products.** The products covered by this Consent Judgment are mugs or  
12 other ceramic drinkware that bears intellectual property or branding from video-game or television  
13 brands or other licensed material, including without limitation (a) *Ted Lasso*<sup>TM</sup> mugs, (b) Assassins  
14 Creed mugs, and (c) *Playstation*<sup>TM</sup> mugs that are manufactured, distributed, or shipped into  
15 California by Paladone and sold or offered for sale in California by Paladone or Downstream  
16 Releasees (as defined in § 5.1) ("Covered Products").

17 2.2 **Effective Date.** The term "Effective Date" means the date notice of entry of this  
18 Consent Judgment is provided to counsel for all Parties.

19 **3. INJUNCTIVE RELIEF: REFORMULATION AND/OR WARNINGS**

20 3.1 **Reformulation of the Covered Products.** Commencing within ninety (90) days  
21 after the Effective Date, and continuing thereafter, Covered Products that Paladone directly  
22 manufactures, imports, distributes, sells, or offers for sale in California shall either be: (a)  
23 Reformulated Covered Products pursuant to § 3.2, below; or (b) labeled with a clear and reasonable  
24 exposure warning pursuant to §§ 3.3 - 3.4, below. For purposes of this Consent Judgment, a  
25 "Reformulated Covered Product" is a Covered Product that is in compliance with the standard set  
26 forth in § 3.2, below. The warning requirement set forth in §§ 3.3 - 3.4 shall not apply to any  
27 Reformulated Covered Product. The Parties agree and intend that Paladone's compliance with the  
28

1 terms of this Consent Judgment shall constitute its compliance with Proposition 65 with respect to  
2 exposures to lead from the Covered Products.

3 **3.2 Reformulation Standard.** "Reformulated Covered Products" shall mean Covered  
4 Products that (a) produce a wipe test result no higher than 1 microgram ( $\mu\text{g}$ ) of lead when analyzed  
5 pursuant to NIOSH method no. 9100, or (b) contain no more than 90 parts per million ("ppm") lead  
6 in any decoration, colored artwork, designs and/or marking on the surface of the Products when  
7 analyzed pursuant to U.S. Environmental Protection Agency testing methodologies 3050B or  
8 equivalent methodologies utilized by federal or state agencies for the purpose of determining lead  
9 content in a solid substance.

10 **3.3 Clear and Reasonable Warning.** Commencing within 90 days after the Effective  
11 Date, and continuing thereafter, a clear and reasonable exposure warning as set forth in this §§ 3.3  
12 and 3.4 must be provided for all Covered Products that Paladone manufactures, imports, distributes,  
13 sells, or offers for sale in California that is not a Reformulated Covered Product. There shall be no  
14 obligation for Paladone to provide an exposure warning for Covered Products that entered the  
15 stream of commerce within 90 days after the Effective Date. The warning shall consist of either the  
16 **Warning or Alternative Warning** described in §§ 3.3(a) or (b), respectively:

17 (a) **Warning.** The "Warning" shall consist of the statement:

18 **⚠ WARNING:** This product can expose you to chemicals including lead, which  
19 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).

20 (b) **Alternative Warning:** Paladone may, but is not required to, use the  
21 alternative short-form warning as set forth in this § 3.3(b) ("**Alternative Warning**") as follows:

22 **⚠ WARNING:** Cancer and Reproductive Harm - [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

23 **3.4 A Warning or Alternative Warning** provided pursuant to § 3.3 must print the word  
24 "**WARNING:**" in all capital letters and in bold font, followed by a colon. The warning symbol to  
25 the left of the word "**WARNING:**" must be a black exclamation point in a yellow equilateral  
26 triangle with a black outline, except that if the sign or label for the Covered Product does not use  
27 the color yellow, the symbol may be in black and white. The symbol must be in a size no smaller  
28 than the height of the word "**WARNING:**". The **Warning or Alternative Warning** shall be affixed

1 to or printed on the Covered Products' packaging or labeling, or on a placard, shelf tag, sign or  
2 electronic device or automatic process only if such electronic device or automatic process provides  
3 the **Warning or Alternative Warning** without the purchaser having to seek it out, provided that  
4 the **Warning or Alternative Warning** is displayed with such conspicuousness, as compared with  
5 other words, statements, or designs as to render it likely to be read and understood by an ordinary  
6 individual under customary conditions of purchase or use. A **Warning or Alternative Warning**  
7 provided via an electronic device or automatic process does not apply to internet purchases, which  
8 are subject to the provisions of Section 25602(b). The **Warning or Alternative Warning** may be  
9 contained in the same section of the packaging, labeling, or instruction booklet that states other  
10 safety warnings, if any, concerning the use of the Covered Product and shall be at least the same  
11 size as those other safety warnings. If "consumer information," as that term is defined in Title 27,  
12 California Code of Regulations, Section 25600.1(c) as it may be amended from time to time, is  
13 provided in a foreign language, Paladone shall provide the **Warning or Alternative Warning** in  
14 the foreign language in accordance with applicable warning regulations adopted by the State of  
15 California's Office of Environmental Health Hazard Assessment ("OEHHA"). An **Alternative**  
16 **Warning** on a Covered Product manufactured and labeled after January 1, 2028 shall be provided  
17 in accordance with Title 27, California Code of Regulations, § 25603(b).

18 In addition to affixing the **Warning or Alternative Warning** to the Covered Product's  
19 packaging or labeling, the **Warning or Alternative Warning** shall be posted on websites where  
20 Paladone offers Covered Products for sale to consumers in California. The requirements of this  
21 Section shall be satisfied if the **Warning or Alternative Warning**, or a clearly marked hyperlink  
22 using the word "**WARNING**," appears on the product display page, or by otherwise prominently  
23 displaying the warning to the purchaser prior to completing the purchase. To comply with this  
24 Section, Paladone shall (a) post the **Warning or Alternative Warning** on its own website and, if  
25 it has the ability to do so, on the websites of its third-party internet sellers; and (b) if it does not  
26 have the ability to post the **Warning or Alternative Warning** on the websites of its third-party  
27 internet sellers, provide such sellers with written notice in accordance with Title 27, California  
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1 Code of Regulations, Section 25600.2. Third-party internet sellers of the Covered Products that  
2 have been provided with written notice in accordance with Title 27, California Code of Regulations,  
3 Section 25600.2 are not released in Section 5 of this Agreement if they fail to meet the warning  
4 requirements of this Section.

5 **3.5 Compliance with Warning Regulations.** The Parties agree that Paladone shall be  
6 deemed to be in compliance with this Consent Judgment by either adhering to § 3 of this Consent  
7 Judgment or by complying with warning regulations adopted by the State of California's OEHHA  
8 applicable to the Covered Product and the exposure at issue.

9 **3.6 Covenant Not to Sue Or Assert Further Claims or Notices of Violations.** For  
10 any Covered Product that meets the Reformulation Standard defined in § 3.2, Plaintiff shall not  
11 assert, initiate, maintain, or support any further Proposition 65 enforcement action relating to lead  
12 exposure from such Covered Products.

#### 13 **4. MONETARY TERMS**

14 **4.1 Civil Penalty.** Paladone shall pay \$3,000.00 as a Civil Penalty pursuant to Health  
15 and Safety Code section 25249.7(b), to be apportioned in accordance with Health and Safety Code  
16 section 25249.12(c)(1) and (d), with 75% of these funds remitted to OEHHA and the remaining  
17 25% of the Civil Penalty remitted to Plaintiffs.

18 **4.1.1** Within ten (10) days of the Effective Date, Paladone shall issue two  
19 separate checks for the Civil Penalty payment to (a) "OEHHA" in the amount of \$2,250.00; (b)  
20 "Ema Bell" in the amount of \$500.00; and to (b) "Precila Balabbo" in the amount of \$250.00.

21 Payment owed to Plaintiffs pursuant to this Section shall be delivered to the following payment  
22 address:

23 Evan J. Smith, Esquire  
24 Brodsky Smith  
25 Two Bala Plaza, Suite 805  
26 Bala Cynwyd, PA 19004

26 Payment owed to OEHHA (EIN: 68-0284486) pursuant to this Section shall be delivered directly  
27 to OEHHA (Memo Line "Prop 65 Penalties") at one of the following address(es):

28 For United States Postal Service Delivery:

1 Mike Gyurics  
2 Fiscal Operations Branch Chief  
3 Office of Environmental Health Hazard Assessment  
4 P.O. Box 4010  
5 Sacramento, CA 95812-4010

6 For Non-United States Postal Service Delivery:

7 Mike Gyurics  
8 Fiscal Operations Branch Chief  
9 Office of Environmental Health Hazard Assessment  
10 1001 I Street  
11 Sacramento, CA 95814

12 A copy of the check payable to OEHHA shall be mailed to Brodsky Smith at the address set forth  
13 above as proof of payment to OEHHA.

14 4.2 **Attorneys' Fees.** Within ten (10) days of the Effective Date, Paladone shall pay  
15 \$30,000.00 to Brodsky Smith as complete reimbursement for Plaintiffs' attorneys' fees and costs  
16 incurred as a result of investigating, bringing this matter to the attention of Paladone, litigating and  
17 negotiating and obtaining judicial approval of a settlement in the public interest, pursuant to Code  
18 of Civil Procedure § 1021.5.

19 4.3 **Payment by Wire.** Paladone may also pay all monies due pursuant to this  
20 Agreement by wire transfer. If Paladone elects to pay by wire transfer, Paladone may send the entire  
21 amount to Brodsky Smith and Brodsky Smith shall be responsible for allocating the monies to the  
22 appropriate entities as outlined in Section 4.

23 **5. RELEASE OF ALL CLAIMS**

24 5.1 This Consent Judgment is a full, final, and binding resolution between Plaintiffs  
25 acting on their own behalf, and on behalf of the public interest, and Paladone, and its parents,  
26 shareholders, members, directors, officers, managers, employees, representatives, agents,  
27 attorneys, divisions, subdivisions, subsidiaries, partners, sister companies, and affiliates, and their  
28 predecessors, successors and assigns ("Defendant Releasees"), and all entities to whom they  
directly or indirectly distribute or sell the Covered Products, including but not limited to  
manufacturers, suppliers, distributors, wholesalers, customers, licensors, licensees retailers,  
including but not limited to Tilly's, Inc., The TJX Companies, Inc., their parents, subsidiaries, and

1 affiliates, franchisees, and cooperative members ("Downstream Releasees"), of all claims for  
2 violations of Proposition 65 based on exposure to lead from use of the Covered Products  
3 manufactured, distributed, or sold by Paladone in California within 90 days after the Effective Date,  
4 as set forth in the Notices. The Parties intend that the Consent Judgment shall have preclusive effect  
5 such that no other actions by private enforcers, whether purporting to act in his, her, or its interests  
6 or the public interest, shall be permitted with respect to any Proposition 65 Claims (defined *supra*),  
7 including any such claims as alleged in the Related Action, and any other violation of Proposition  
8 65 based on exposure to lead from Covered Products, that was or could have been brought pursuant  
9 to the Notices naming Paladone or the Downstream Releasees. Paladone's compliance with the  
10 terms of this Consent Judgment constitutes compliance with Proposition 65 by Paladone with  
11 regard to exposure to lead from use of the Covered Products.

12 5.2 In addition to the foregoing, Plaintiffs, on behalf of themselves, their past and  
13 current agents, representatives, attorneys, and successors and assignees, and *not* in their  
14 representative capacity, hereby waives all rights to institute or participate in, directly or indirectly,  
15 any form of legal action and releases Paladone, Defendant Releasees, and Downstream Releasees  
16 from any and all manner of actions, causes of action, claims, demands, rights, suits, obligations,  
17 debts, contracts, agreements, promises, liabilities, damages, charges, losses, costs, expenses, and  
18 attorneys' fees, of any nature whatsoever, known or unknown, in law or equity, fixed or contingent,  
19 now or in the future, with respect to any alleged violations of Proposition 65 related to or arising  
20 from Covered Products manufactured, distributed, or sold by Paladone, Defendant Releasees or  
21 Downstream Releasees. With respect to the foregoing waivers and releases in this paragraph,  
22 Plaintiffs hereby specifically waive any and all rights and benefits which they now have, or in the  
23 future may have, conferred by virtue of the provisions of § 1542 of the California Civil Code, which  
24 provides as follows:

25 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE  
26 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO  
27 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE  
28 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE  
MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE  
DEBTOR OR RELEASED PARTY.

1           5.3 Paladone waives any and all claims against Plaintiffs, their attorneys and other  
2 representatives, for any and all actions taken, or statements made (or those that could have been  
3 taken or made) by Plaintiffs and their attorneys and other representatives, whether in the course of  
4 investigating claims or otherwise seeking enforcement of Proposition 65 against it in this matter,  
5 and with respect to Covered Products.

6           5.4 Plaintiffs and anyone acting in concert with them or in privity with them, shall not  
7 allege, file, issue, bring or support any future Proposition 65 action, notice of violation, or claim  
8 concerning alleged lead exposure from the Covered Products, whether existing now or in the future,  
9 if such products have been shown through testing to meet the Reformulation Standard in § 3.2.

10       **6. INTEGRATION**

11           6.1 This Consent Judgment contains the sole and entire agreement of the Parties and  
12 any and all prior negotiations and understandings related hereto shall be deemed to have been  
13 merged within it. No representations or terms of agreement other than those contained herein exist  
14 or have been made by any Party with respect to the other Party or the subject matter hereof.

15       **7. NOTICES**

16           7.1 Unless specified herein, all correspondence and notices required to be provided  
17 pursuant to this Consent Judgment shall be in writing and personally delivered or sent by: (i)  
18 electronic mail; (ii) first-class, (registered or certified mail) return receipt requested; or (iii)  
19 overnight courier on any party by the other party at the following addresses:

20 For Defendant:

21           Greg Sperla  
22           DLA Piper LLP (US)  
23           555 Mission St., Ste. 2400  
24           San Francisco, CA 94105  
25           greg.sperla@us.dlapiper.com

26 And

27 For Plaintiffs:

28           Evan Smith  
            Brodsky Smith  
            9465 Wilshire Blvd., Ste. 300  
            Beverly Hills, CA 90212

esmith@brodskysmith.com

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

3  
4 **8. COUNTERPARTS; FACSIMILE SIGNATURES**

5 8.1 This Consent Judgment may be executed in counterparts and by facsimile, each of  
6 which shall be deemed an original, and all of which, when taken together, shall constitute one and  
7 the same document.

8 **9. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(f)/COURT**  
9 **APPROVAL**

10 9.1 Plaintiffs agree to comply with the requirements set forth in California Health &  
11 Safety Code § 25249.7(f) and to promptly bring a Motion for Approval of this Consent Judgment.  
12 Defendant agrees it shall support approval of such Motion.

13 9.2 This Consent Judgment shall not be effective until it is approved and entered by the  
14 Court and shall be null and void if, for any reason, it is not approved by the Court. In such case, the  
15 Parties agree to meet and confer on how to proceed and if such agreement is not reached within 30  
16 days, the case shall proceed on its normal course.

17 9.3 If the Court approves this Consent Judgment and is reversed or vacated by an  
18 appellate court, the Parties shall meet and confer as to whether to modify the terms of this Consent  
19 Judgment. If the Parties do not jointly agree on a course of action to take, the case shall proceed on  
20 its normal course on the trial court's calendar.

21 **10. MODIFICATION**

22 10.1 This Consent Judgment may be modified only by further stipulation of the Parties  
23 and the approval of the Court or upon the granting of a motion brought to the Court by either Party.  
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1 **11. ATTORNEY'S FEES**

2 11.1 A Party who unsuccessfully brings or contests an action arising out of this Consent  
3 Judgment shall be required to pay the prevailing party's reasonable attorney's fees and costs.

4 11.2 Nothing in this Section shall preclude a Party from seeking an award of sanctions  
5 pursuant to law.

6 **12. RETENTION OF JURISDICTION**

7 12.1 This Court shall retain jurisdiction over this matter to implement or modify the  
8 Consent Judgment.

9 **13. AUTHORIZATION**

10 13.1 The undersigned are authorized to execute this Consent Judgment on behalf of their  
11 respective Parties and have read, understood, and agree to all of the terms and conditions of this  
12 document and certify that he or she is fully authorized by the Party he or she represents to execute  
13 the Consent Judgment on behalf of the Party represented and legally bind that Party. Except as  
14 explicitly provided herein each Party is to bear its own fees and costs.

15 **14. ENFORCEMENT PROCEDURES**

16 14.1 Plaintiff and persons working in concert with them or in privity with them shall  
17 provide written notice to Paladone at least 30 days before initiating, filing, or prosecuting any claim,  
18 action, or notice of violation arising out of this Consent Judgment or Proposition 65 with respect to  
19 exposures to lead from Covered Products after the Effective Date ("Post-Judgment NOV"). The  
20 Post-Judgment NOV shall include: (a) a declaration that the specific Covered Product alleged to be  
21 in violation of the Consent Judgment or Proposition 65 was purchased in California and tested in  
22 excess of the Reformulation Standard, when tested in accordance with § 3.2, within three months  
23 of the Notice of Breach and that no warning was provided for the specific Covered Product; (b) any  
24 and all test results that support the allegation that the Covered Product violates this Consent  
25 Judgment; (c) copies of (i) relevant purchase information for the allegedly violating Covered  
26 Product; (ii) images of the packaging or labeling of the allegedly violating Covered Product  
27 showing the SKU, UPC, Lot, and/or Batch number(s), if any; and (iii) all other test results  
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1 conducted on the same Covered Product performed within three months of the Post-Judgment  
2 NOV. Upon receipt of a Post-Judgment NOV, Paladone and Plaintiff shall meet and confer for not  
3 less than thirty days in an effort to resolve the alleged violation informally. During this time,  
4 Plaintiff and persons working in concert with them or in privity with them shall not file any motion,  
5 application, action, or pleading regarding the violation(s) alleged in the Post-Judgment NOV. If,  
6 within 30 days of receipt of a Post-Judgment NOV, Paladone provides a test report that (a) is for  
7 the product subject to or otherwise identified in the Post-Judgment NOV and (b) demonstrates  
8 compliance with the standards set forth in § 3.2 of this Consent Judgment, then no action, motion,  
9 or other proceeding based on the allegations at issue in the Post-Judgment NOV shall be filed,  
10 initiated, or prosecuted and Paladone shall have no liability to Plaintiff or any person asserting such  
11 claim, action, or motion. Covered Products that have been tested by a methodology set forth in §  
12 3.2 of this Consent Judgment and found to be in compliance with the standards set forth in § 3.2 of  
13 this Consent Judgment shall be deemed compliant with this Consent Judgment and with Proposition  
14 65, and such test results shall constitute compliance with this Consent Judgment and shall be  
15 deemed, and are, a complete defense to any claim, action, or allegation of violation of Proposition  
16 65 for exposure to lead in Covered Products brought by Plaintiffs or persons in privity with them.

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1 **15. GOOD FAITH ATTEMPT TO RESOLVE DISPUTES**

2 In the event of a dispute with respect to either Party's compliance with the terms of this  
3 Consent Judgment, after the Effective Date, the Parties shall meet and confer in person, by  
4 telephone, or in writing to endeavor to resolve the dispute outside of the court. No motion,  
5 application, action, or pleading may be filed absent such a good faith attempt to resolve the dispute  
6 beforehand, including an opportunity to exchange any evidence, such as testing results, that  
7 demonstrate compliance according to the procedures set forth in § 14.

8 **AGREED TO:**

**AGREED TO:**

9  
10 Date: \_\_\_\_\_

Date: 3/26/26

11 By: \_\_\_\_\_

By: 

12 **PRECILA BALABBO**

**PALADONE PRODUCTS INC.**

**JIM DOWNEY - CEO**

13  
14  
15 **AGREED TO:**

16 Date: \_\_\_\_\_

17 By: \_\_\_\_\_

18 **EMA BELL**

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21 **IT IS SO ORDERED, ADJUDGED AND DECREED:**

22 Dated: \_\_\_\_\_

\_\_\_\_\_  
Judge of Superior Court

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**15. GOOD FAITH ATTEMPT TO RESOLVE DISPUTES**

In the event of a dispute with respect to either Party's compliance with the terms of this Consent Judgment, after the Effective Date, the Parties shall meet and confer in person, by telephone, or in writing to endeavor to resolve the dispute outside of the court. No motion, application, action, or pleading may be filed absent such a good faith attempt to resolve the dispute beforehand, including an opportunity to exchange any evidence, such as testing results, that demonstrate compliance according to the procedures set forth in § 14.

**AGREED TO:**

**AGREED TO:**

Date: 3 | 26 | 26

Date: \_\_\_\_\_

By: *Precila Balabbo*  
PRECILA BALABBO

By: \_\_\_\_\_  
PALADONE PRODUCTS INC.

**AGREED TO:**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
EMA BELL

**IT IS SO ORDERED, ADJUDGED AND DECREED:**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Judge of Superior Court

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**15. GOOD FAITH ATTEMPT TO RESOLVE DISPUTES**

In the event of a dispute with respect to either Party's compliance with the terms of this Consent Judgment, after the Effective Date, the Parties shall meet and confer in person, by telephone, or in writing to endeavor to resolve the dispute outside of the court. No motion, application, action, or pleading may be filed absent such a good faith attempt to resolve the dispute beforehand, including an opportunity to exchange any evidence, such as testing results, that demonstrate compliance according to the procedures set forth in § 14.

**AGREED TO:**

**AGREED TO:**

Date: \_\_\_\_\_

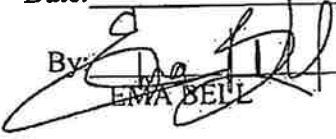
Date: \_\_\_\_\_

By: \_\_\_\_\_  
PRECILA BALABBO

By: \_\_\_\_\_  
PALADONE PRODUCTS INC.

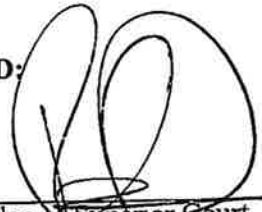
**AGREED TO:**

Date: 3 / 26 / 26

By:   
EMMA BELL

**IT IS SO ORDERED, ADJUDGED AND DECREED:**

Dated: 4/28/26

  
Judge of Superior Court

**RICHARD C. DARWIN**