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Attorneys for Plaintiff EnviroProtect, LLC

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO**

ENVIROPROTECT, LLC, in the public
interest,

Plaintiff,

vs.

AMSCAN, INC., a New York Corporation;
and DOES 1 through 50, inclusive,

Defendants.

Case No. CGC-22-599599

AMENDED

**[PROPOSED] CONSENT JUDGMENT
BETWEEN ENVIROPROTECT, LLC AND
AMSCAN, INC.**

Complaint Filed: May 11, 2022

Trial Date: None Set

1 **1. INTRODUCTION**

2 **1.1 Parties**

3 This Consent judgment is entered into by and between EnviroProtect, LLC (“Plaintiff” or
4 “EP”) and Amscan, Inc. (“AMSCAN” or “Defendant”). AMSCAN and EP are each sometimes
5 individually referred to as a “Party,” and collectively as the “Parties.”

6 **1.2 Introduction**

7 1.2.1 EP alleges that it is a limited liability company duly organized and existing
8 in the State of California and that it seeks to improve human health by reducing or eliminating
9 listed chemicals used in consumer products.

10 1.2.2 EP alleges that AMSCAN employs ten or more persons, and is a person in
11 the course of doing business for purposes of the Safe Drinking Water and Toxic Enforcement Act
12 of 1986, California Health and Safety Code section 25249.6 *et seq.* (“Proposition 65”).

13 1.2.3 EP alleges that AMSCAN manufactures, imports, distributes, sells, and/or
14 offers for sale in California certain “Covered Products,” as defined below, that contain Di-(2-
15 ethylhexyl) phthalate (“DEHP”), a chemical listed pursuant to Proposition 65 by the State of
16 California to cause cancer and reproductive toxicity. EP further alleges that AMSCAN failed to
17 provide the warning required by Proposition 65 for alleged exposures to DEHP from the Covered
18 Products.

19 **1.3 Covered Product Description.**

20 The products covered by this Consent judgment are defined as all costume and
21 costume accessory packaging and carrying cases and storage cases/bags, including, but not
22 limited to, the Ride-On Flamingo Costume and Carrying Case Bags, which were
23 manufactured, imported, distributed, sold, or offered for sale in California by AMSCAN
24 (collectively the “Covered Products”).

25 **1.4 60 Day Notice of Violation and Exchange of Information.**

26 On September 28, 2021, EP served AMSCAN, Ross, and the requisite public
27 enforcement agencies with a 60-Day Notice of Violation (“Notice”) alleging that AMSCAN

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1 and Ross violated Proposition 65 by failing to warn their customers in California that the
2 Covered Products may expose consumers to DEHP.

3 The Parties subsequently exchanged relevant information about EP's
4 allegations and the sales of the Covered Products in California. To the best of the Parties'
5 knowledge, no public enforcer has commenced and is diligently prosecuting the allegations
6 set forth in the Notice.

7 **1.5 Complaint.**

8 On May 11, 2022, Plaintiff filed a complaint in the Superior Court of
9 California for the County of San Francisco, Case No. CGC-22-599599, alleging violations by
10 Amscan of Health & Safety Code § 25249.6 based, inter alia, on California Consumers'
11 alleged exposures to DEHP contained in Covered Products (the "Complaint").

12 **1.6 No Admission.**

13 The Parties enter into this Consent judgment to settle disputed claims between
14 them concerning the Defendant's and the Covered Products' compliance with Proposition 65.
15 AMSCAN enters into this Consent judgment as a full and final settlement of all claims that
16 were raised or that could have been raised in the Notice and Complaint, and to avoid
17 prolonged and costly litigation. AMSCAN denies the material factual and legal allegations
18 contained in the Notice and Complaint, maintains that it is not a person subject to Proposition
19 65, and that all products that it has sold and distributed in California, including the Covered
20 Products, have been and are in compliance with all laws, and are completely safe for their
21 intended use. Nothing in this Consent judgment shall be construed as an admission by
22 AMSCAN of any fact, finding, issue of law, or violation of law, including, but not limited to
23 any fact or conclusions of law suggesting or demonstrating that AMSCAN has violated
24 Proposition 65. Nothing in this Consent judgment shall prejudice, waive or impair any right,
25 remedy, argument or defense AMSCAN may have in this or any other future legal
26 proceedings. This Consent Judgment is the product of negotiation and compromise and is
27 accepted by AMSCAN solely for purposes of settling, compromising, and resolving issues
28 disputed in the Notice and Complaint. However, this Section 1.5 shall not diminish or

1 otherwise affect the Parties' obligations, responsibilities and duties under this Consent
2 judgment.

3 **1.7 Effective Date.**

4 For purposes of this Consent judgment, the term "Effective Date" shall mean
5 the date the Consent Judgment is entered by the Court.

6 **2. INJUNCTIVE RELIEF: REFORMULATED PRODUCTS**

7 **2.1 Reformulation Standard.**

8 Commencing on the Effective Date, and continuing thereafter, Covered
9 Products that AMSCAN directly manufactures, imports, distributes, sells, or offers for sale in
10 California, shall be deemed to comply with Proposition 65, and be exempt from any
11 Proposition 65 warning requirements with respect to DEHP and other listed phthalates if the
12 Products meet the standard of "Reformulated Products" below. "Reformulated Products"
13 shall mean Covered Products containing less than or equal to 1,000 parts per million (0.1%)
14 each of DEHP, di-n-butyl phthalate ("DBP"), diisononyl phthalate ("DINP"), butyl benzyl
15 phthalate ("BBP"), di-isodecyl phthalate ("DIDP"), and di-n-hexyl phthalate
16 ("DnHP")(collectively "Listed Phthalates") in each "Accessible Component" when analyzed
17 pursuant to Environmental Protection Agency testing methodologies 3580A and 8270C,
18 CPSC-CH-C1001-09.3, or any equivalent methodologies utilized by federal or state agencies
19 for the purpose of determining phthalate content in a solid substance ("Reformulation
20 Standard"). The term "Accessible Component" shall mean any component of the Covered
21 Product that can be touched by a person during ordinary use. As of the Effective Date,
22 AMSCAN may not manufacture or import new Covered Products for sale in California that
23 are not Reformulated Products, or that do not contain one of the warnings set forth in
24 Paragraph 2.3.

25 **2.2 Warning Option.**

26 As of the Effective Date, and continuing thereafter, a clear and reasonable
27 exposure warning as set forth in §§ 2.3 and 2.4 must be provided for all Covered Products
28 that AMSCAN manufactures or imports for sale in California that do not meet the

1 Reformulation Standard set forth in Section 2.1. This warning shall only be required as to
2 Covered Products that are manufactured or imported for sale to consumers in California after
3 the Effective Date. No Proposition 65 warning for DEHP or other Listed Phthalates shall be
4 required as to any Covered Products that are already in the stream of commerce as of the
5 Effective Date.

6 **2.3 Warning Language.**

7 For Covered Products that are not Reformulated Products, AMSCAN or its suppliers
8 must provide a Proposition 65 warning on the Covered Products' packaging or product label
9 for such products sold in California as set forth below. The warning shall be placed with such
10 conspicuousness, as compared with other words, statements, designs, or devices as to render
11 it reasonably likely to be read and understood by an ordinary individual under customary
12 conditions before purchase. For purposes of this Consent judgment, a Proposition 65 warning
13 affixed to a Product's package or label if the product is not reformulated as to DEHP shall be
14 deemed clear and reasonable if it contains one of the following statements:

15 **▲ [California Prop 65] WARNING:** This product can expose you to
16 chemicals including Di-(2-ethylhexyl) phthalate (DEHP), which are known
17 to the State of California to cause cancer and birth defects or other
reproductive harm. For more information go to www.P65Warnings.ca.gov.

18 Or

19 **▲ [California Prop 65] WARNING:** Cancer and Reproductive Harm -
www.P65Warnings.ca.gov.

20 Language in brackets is optional.

21 The warning symbol to the left of the word "**WARNING:**" must be a black
22 exclamation point in a yellow equilateral triangle with a black outline, except that if the
23 product package or label for the Covered Products does not use the color yellow, the symbol
24 may be in black and white. The symbol must be in a size no smaller than the height of the
25 word "**WARNING:**". For Covered Products that are not Reformulated Products as to DBP,
26 DIDP, DINP, BBP, and/or DnHp, AMSCAN or its suppliers must provide a Proposition 65

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1 warning on the Covered Products' packaging or product label for such products sold in
2 California that is consistent with 27 California Code of Regulations Section 25603.

3 If AMSCAN sells Covered Products via an internet website to customers located in
4 California, the warning requirements of this section shall be satisfied if the foregoing product
5 package or label warning or a clearly marked hyperlink to that warning using the word(s)
6 "[California Prop 65] **WARNING**" (language in brackets optional) appears either: (a) on the
7 same web page on which a Covered Product is displayed and/or described; (b) on the same
8 page as the price for the Covered Product; or (c) on one or more web pages displayed to a
9 purchaser prior to purchase during the checkout process. Alternatively, a symbol consisting
10 of a black exclamation point in a yellow or white equilateral triangle may appear adjacent to
11 or immediately following the display, description, price, or checkout listing of the Covered
12 Product, if the warning statement appears elsewhere on the same web page in a manner that
13 clearly associates it with the product(s) to which the warning applies.

14 **2.4 Compliance with Warning Regulations.**

15 The Parties agree that AMSCAN shall be deemed to be in compliance with this
16 Consent judgment by either adhering to §§ 2.2 and 2.3 of this Consent judgment or by
17 complying with warning requirements adopted by the State of California's Office of
18 Environmental Health Hazard Assessment ("OEHHA") after the Effective Date.

19 **2.5 Public Benefit.**

20 It is AMSCAN's understanding that the commitments it has agreed to herein, and
21 actions to be taken by AMSCAN under this Consent judgment confer a significant benefit to
22 the general public, as set forth in Code of Civil Procedure § 1021.5 and Cal. Admin. Code tit.
23 11, § 3201. As such, it is the intent of AMSCAN that to the extent any other private party
24 serves a notice and/or initiates an action alleging a violation of Proposition 65 with respect to
25 AMSCAN's alleged failure to provide a warning concerning actual or alleged exposure to
26 DEHP, DINP, DIDP, DBP, BBP, and/or DnHP prior to use of the Covered Products it has
27 manufactured, distributed, sold, or offered for sale in California, or will manufacture,
28 distribute, sell, or offer for sale in California, such private party action would not confer a

1 significant benefit on the general public as to those Covered Products addressed in this
2 Consent judgment, provided that Amscan is in material compliance with this Consent
3 judgment.

4 **3. CIVIL PENALTY PURSUANT TO HEALTH & SAFETY CODE § 25249.7(b)**

5 Pursuant to Health and Safety Code § 25249.7(b)(2), and in settlement of all claims
6 for monetary relief of any kind related to the Notice and this Complaint, alleged in the Notice
7 and Complaint, or referred to in this Consent judgment (except for Plaintiff’s attorney’s fees
8 and expenses set forth in Section 4 below), AMSCAN agrees to pay \$4,000 in civil penalties.
9 The penalty payment will be apportioned in accordance with California Health & Safety
10 Code §§25249.12(c) & (d), with 75% of these funds remitted to the State of California's
11 Office of Environmental Health Hazard Assessment (“OEHHA”) and the remaining 25% of
12 the penalty remitted to EP. Within ten (10) days of the Effective Date, AMSCAN shall issue
13 two separate checks for the penalty payment: (a) one check made payable to the Kawahito
14 Law Group in Trust for the State of California's Office of Environmental Health Hazard
15 Assessment (“in Trust for OEHHA”) in the amount of \$3,000 representing 75% of the initial
16 civil penalty; and (b) one check to “Kawahito Law Group in Trust for EnviroProtect” in the
17 amount of \$1,000, representing 25% of the initial civil penalty. Two separate 1099s shall be
18 issued for the above payments: The first 1099 shall be issued to OEHHA, P.O. Box 4010,
19 Sacramento, CA 95814 (EIN: 68-0284486). The second 1099 shall be issued to Kawahito
20 Law Group APC, who shall furnish a W-9 at least five Calendar days before payment is due.
21 The payment shall be delivered within 10 days of the Effective Date to the following address:

22 James Kawahito, Esq.
23 Kawahito Law Group APC
24 300 Corporate Pointe Suite 340
Culver City, CA 90230

25 Payment may also be made by wire or ACH or wire transfer. Instructions will be
26 provided separately upon request.

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4. REIMBURSEMENT OF FEES AND COSTS

The Parties acknowledge that EP and its counsel offered to resolve this dispute without reaching terms on the amount of fees and costs to be reimbursed to them, thereby leaving any fee reimbursement issue to be resolved after the material terms of the agreement had been settled. The Parties thereafter reached an accord on the compensation due to EP and its counsel under general contract principles and the private attorney general doctrine codified at California Code of Civil Procedure (CCP) § 1021.5, for all work performed through the mutual execution of this agreement. Under these legal principles, AMSCAN shall reimburse EP’s counsel the total amount of \$33,000 for any and all of EP’s attorney’s fees and expenses, including but not limited to all investigative, expert, and testing expenses, incurred as a result of investigating and bringing this matter to AMSCAN’s attention, and negotiating this settlement in the public interest. Within ten (10) days of the Effective Date, ASMCAN agrees to pay \$33,000 in the form of a check payable to “Kawahito Law Group APC.” The payment shall be delivered within 10 days of the Effective Date to the following address:

James Kawahito, Esq.
Kawahito Law Group APC
300 Corporate Pointe Suite 340
Culver City, CA 90230

To allow for the issuance of a timely payment to be rendered pursuant to the above, EP shall provide AMSCAN with a completed IRS Form W-9 for the Kawahito Law Group APC at least five calendar days prior to payment. The Parties acknowledge that AMSCAN cannot issue any settlement payments pursuant to Sections 3 and 4 until after AMSCAN receives the requisite W-9 forms from EP’s counsel.

5. RELEASE OF ALL CLAIMS

5.1 Full, Final and Binding Resolution of Proposition 65 Allegations.

EP, on behalf of itself and in the public interest, and on behalf of its past and current agents, employees, representatives, attorneys, successors and/or assignees, hereby releases AMSCAN and each of its respective parents, subsidiaries, affiliated entities that are under common ownership, directors, officers, employees, agents, principals, insurers, accountants,

1 representatives, attorneys, predecessors, successors, assignees, licensors, licensees, suppliers
2 of Covered Products, and each entity to whom AMSCAN directly or indirectly distributes,
3 ships or sells the Covered Products, including, but not limited to Ross, the Gordon Company,
4 Party City and its affiliates, and all of their downstream distributors, wholesalers, customers,
5 retailers, franchisees, cooperative members, licensees, licensors, and their owners, directors,
6 officers, employees, agents, principals, insurers, accountants, representatives, attorneys,
7 predecessors, successors, and assignees (collectively "Releasees") for any and all claims
8 based on their alleged or actual failure to warn about alleged exposures to DEHP contained in
9 Covered Products manufactured, imported, distributed, sold and/or offered for sale in
10 California before the Effective Date. This release shall also cover any Covered Products that
11 were in the stream of commerce prior to the Effective Date of this Consent Judgment. This
12 Consent Judgment and release shall have preclusive effect in accordance with law.

13 In further consideration of the promises and agreements herein contained, EP on
14 behalf of itself, and its past and current agents, employees, representatives, attorneys,
15 successors and/or assignees, also hereby waives all of its rights to institute or participate in,
16 directly or indirectly, any form of legal action, and releases all claims against AMSCAN and
17 the Releasees that it or they may have, including, without limitation, all actions, causes of
18 action, claims, suits, liabilities, demands, obligations, damages, costs, fines, penalties, losses,
19 remedies, expenses, investigative fees, expert fees, and attorneys' fees, of any kind or nature
20 whatsoever, whether in law or in equity, for any and all claims arising under Proposition 65
21 and regarding Covered Products manufactured, imported, sold, or distributed for sale before
22 the Effective Date by AMSCAN or the Releasees.

23 EP, on behalf of itself, and its past and current agents, employees, representatives,
24 attorneys, successors and/or assignees, expressly waives and relinquishes any and all rights
25 and benefits which it may have under, or which may be conferred on it by California Civil
26 Code section 1542 or any other state or federal statute or common law principle of similar
27 effect, to the fullest extent that it may lawfully waive such rights or benefits pertaining to the
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1 Covered Products manufactured, imported, or distributed for sale by AMSCAN in California
2 through the Effective Date. Civil Code section 1542 states:

3 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
4 THAT THE CREDITOR OR RELEASING PARTY DOES NOT
5 KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT
6 THE TIME OF EXECUTING THE RELEASE AND THAT, IF
7 KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY
8 AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR
9 OR THE RELEASED PARTY.

7 EP, on behalf of itself, and its past and current agents, employees, representatives, attorneys,
8 successors and/or assignees, expressly waives and relinquishes any and all rights and benefits
9 that it may have under, or that may be conferred upon it by, the provisions of Civil Code
10 section 1542 as well as under any other state or federal statute or common law principle of
11 similar effect, to the fullest extent it may lawfully waive such rights or benefits pertaining to
12 the released matters.

13 **5.2 AMSCAN’S Release of EP.**

14 AMSCAN on behalf of itself, its past and current agents, representatives, attorneys,
15 successors, and/or assignees, hereby waives any and all claims against EP, its attorneys and
16 other representatives, for any and all actions taken or statements made by EP and its attorneys
17 and other representatives, whether in the course of investigating claims or otherwise seeking
18 to enforce Proposition 65 against it in this matter with respect to the Covered Products.

19 **5.3 Enforcement of Consent judgment.**

20 Before any Party may take action to enforce the terms of this Consent Judgment for
21 alleged breach, that Party must give the other Party written notice and a good faith
22 opportunity to respond and correct the alleged violation. The Parties must thereafter meet
23 and confer for a period of no less than 30 days to try to resolve any alleged violation. EP
24 shall not bring an enforcement action or institute a judicial proceeding or seek any other relief
25 of any kind if AMSCAN can show the product was manufactured before the Effective Date,
26 had a warning beginning on the Effective Date, or is able to rebut any alleged violation by
27 performing and/or producing testing on a production unit of the Covered Product showing
28 that the DEHP, DBP, DINP, DIDP, BBP, and DnHP content of the Covered Product is below

1 the Reformulation Standard. AMSCAN is entitled to designate any information provided
2 hereunder as confidential under an appropriate confidentiality agreement. In the event that
3 meet-and-confer efforts are unsuccessful, the Party alleging a violation may initiate a judicial
4 proceeding to enforce this Consent judgment no earlier than 30 days after issuing the written
5 notice specified herein.

6 **5.4 Deemed Compliance with Proposition 65**

7 The Parties agree that compliance by AMSCAN with this Consent judgment
8 constitutes compliance with Proposition 65 with respect to actual or alleged exposure to
9 DEHP, DBP, DINP, DIDP, BBP, and DnHP from use of the Covered Products.

10 **6. COURT APPROVAL OF CONSENT JUDGMENT**

11 **6.1** The Parties acknowledge that, pursuant to California Health & Safety Code
12 §5249.7, a noticed motion is required to obtain judicial approval of this Consent judgment, which
13 Plaintiff shall prepare and file. In furtherance of obtaining such approval, the Parties and their
14 respective counsel agree to mutually employ their best efforts to support the entry of this
15 Agreement as a Consent judgment and obtain Court approval in a timely manner. For purposes of
16 this section, best efforts shall include, at a minimum, cooperating on the drafting and filing of any
17 papers in support of the required motion for judicial approval. The Parties further agree to accept
18 service of notice of entry of any order on Plaintiff's motion to approve the settlement and/or enter
19 judgment by electronic mail delivery to the Parties' counsel of record.

20 **6.2** If this Consent judgment is not approved by the Court in its entirety, the Parties
21 shall meet and confer to determine whether to modify the terms of the Consent judgment and to
22 resubmit it for approval. In meeting and conferring, the Parties agree to undertake any actions
23 reasonably necessary to amend and/ or modify this Consent judgment in order to further the
24 mutual intention of the Parties in entering into this Consent judgment.

25 **6.3** If this Consent judgment is not entered by the Court within one year of the
26 Effective Date, it shall be of no force or effect and shall never be introduced into evidence or
27 otherwise used in any proceeding for any purpose other than to determine the rights or
28 obligations of a Party as a result of the fact that the Consent judgment was not approved.

1 **6.4** If this Consent judgment is not approved by the court, Defendant retains the right
2 to respond, or amend any previous response, to the Complaint in this action in any manner
3 permitted under the Code of Civil Procedure. If, subsequent to the execution of this Consent
4 judgment, any provision of this Consent judgment is deemed by a court to be unenforceable, the
5 validity of the remaining provisions shall not be adversely affected.

6 **7. GOVERNING LAW**

7 The terms of this Consent judgment shall be governed by the laws of the State
8 of California and apply within the State of California. In the event that Proposition 65 is
9 repealed, amended, or is otherwise rendered inapplicable or limited by reason of law
10 generally, and/or by final court decision, or as to DEHP or other Listed Phthalates and/or the
11 Covered Products, AMSCAN shall provide written notice to EP of any asserted change in the
12 law, and shall have no further obligations pursuant to this Consent judgment with respect to,
13 and to the extent that, a Covered Product is so affected.

14 **8. NOTICE**

15 Unless specified herein, all correspondence and notice required to be provided
16 pursuant to this Consent judgment shall be in writing and sent by: (a) personal delivery;
17 (b) first-class, registered or certified mail, return receipt requested; (c) a recognized overnight
18 courier; or (d) by email to the designated agent of the Party indicated below, to the other
19 Party at the following addresses:

20 For Notices to AMSCAN:

21 General Counsel
22 Amscan, Inc.
23 80 Grasslands Road
 Elmsford, NY 10523

24 with a copy to:

25 James Robert Maxwell, Esq.
26 Rogers Joseph O'Donnell, PC
27 311 California Street, 10th Floor
 San Francisco, CA 94104
 jmaxwell@rjo.com

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For Notices to EP:

EnviroProtect, LLC.
3142 W. 59th Pl.
Los Angeles, CA 90043
Email: enviroprotectca@gmail.com

with a copy to:

James K. Kawahito, Esq.
Kawahito Law Group APC
Attn. EP v. AMSCAN
300 Corporate Pointe, Suite 340
Culver City, CA 90230
jkawahito@kawahitolaw.com

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.

9. JOINT PREPARATION

The Parties have jointly participated in the preparation of this Consent judgment and this Consent judgment is the result of the joint efforts of the Parties. Accordingly, any uncertainty or ambiguity existing in this Consent judgment shall not be interpreted against any Party as a result of the manner of the preparation of this Consent judgment. Each Party to this Consent judgment agrees that any statute or rule of construction providing that ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Consent judgment and, in this regard, the Parties hereby waive California Civil Code § 1654.

10. COUNTERPARTS; FACSIMILE SIGNATURES

This Consent judgment 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. Signatures by scanned and emailed image or facsimile transmission shall have the same force and effect as an original signature and as an electronic record adopted and executed by a Party with the intent to sign the electronic record pursuant to Civil Code §§ 1633.1 *et seq.*

11. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(f)

EP and its attorneys agree to comply with the reporting form requirements referenced in California Health and Safety Code section 25249.7(f).

15. AUTHORIZATION

The undersigned are authorized to execute this Consent judgment on behalf of their respective Parties and have read, understand, and agreed to all of the terms and conditions of this Consent judgment.

AGREED TO:


AGREED TO:

Date: _____

Date: July 20, 2022

(signature)

(signature)

DocuSigned by:


Name: _____

Name: Ian Heller

Title: ENVIROPROTECT, LLC

Title: Vice President & Deputy General Counsel
AMSCAN, INC.

IT IS SO ORDERED.

Date: _____

JUDGE OF THE SUPERIOR COURT

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15. AUTHORIZATION

The undersigned are authorized to execute this Consent judgment on behalf of their respective Parties and have read, understand, and agreed to all of the terms and conditions of this Consent judgment.

AGREED TO:

AGREED TO:

Date: 7/15/22

Date: _____

Emilio Zelaya
(signature)

(signature)

Name: *Emilio Zelaya*

Name: _____

Owner

Title: ENVIROPROTECT, LLC

Title: AMSCAN, INC.

IT IS SO ORDERED.

Date: _____

JUDGE OF THE SUPERIOR COURT