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8
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 COUNTY OF SAN FRANCISCO

11 PRECILA BALABBO, EMA BELL,

12 Plaintiffs,

13 v.

14 LANOCORP USA INC.,

15 Defendant.

Case No.: CGC-24-612087

CONSENT JUDGMENT

Judge: Christine Van Aken
Dept.: 301

Hearing Date: June 12, 2025

Hearing Time: 9:00 AM

Complaint Filed: February 2, 2024

1 **1. INTRODUCTION**

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

10 **1.2 Allegations and Representations.** Plaintiffs allege that Defendant has exposed
11 individuals to diethanolamine (DEA) from its sales of (a) *By Nature*® sheet face masks, # 1288-
12 084799696-000499-12-8, (b) *Rata & Co.*® brightening Vitamin C & collagen sheet masks, # 1288-
13 085294367-000499-12-8, and (c) *Rata & Co.*® quenching hyaluronic acid sheet masks, # 88-8153-
14 183181-000499-13-6, without providing a clear and reasonable exposure warning pursuant to
15 Proposition 65. DEA is listed pursuant to Proposition 65 as a chemical known to the State of
16 California to cause cancer.

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

18 **1.3.1** On February 27, 2023, Balabbo served The TJX Companies, Inc., The TJX
19 Companies, Inc. dba Marshalls (collectively, "TJX"), Lanocorp, and various public enforcement
20 agencies with documents entitled "Notice of Violation of California Health & Safety Code §
21 25249.6, et seq." (the "February Notice"). The February Notice provided Lanocorp and such others,
22 including public enforcers, with notice that alleged that Lanocorp was in violation of California
23 Health & Safety Code § 25249.6, for failing to warn California consumers and customers that use
24 of the *By Nature*® sheet face masks, # 1288-084799696-000499-12-8, will expose them to DEA.
25 No public enforcer has diligently prosecuted the allegations set forth in the February Notice.

26 **1.3.2** On March 22, 2023, Balabbo served TJX, Lanocorp, and various public
27 enforcement agencies with documents entitled "Notice of Violation of California Health & Safety
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1 Code § 25249.6, et seq.” (the “First March Notice”). The First March Notice provided Lanocorp
2 and such others, including public enforcers, with notice that alleged that Lanocorp was in violation
3 of California Health & Safety Code § 25249.6, for failing to warn California consumers and
4 customers that use of the *Rata & Co.*® brightening Vitamin C & collagen sheet masks, # 1288-
5 085294367-000499-12-8, will expose them to DEA. No public enforcer has diligently prosecuted
6 the allegations set forth in the First March Notice.

7 1.3.3 On March 22, 2023, Bell served TJX, Lanocorp, and various public
8 enforcement agencies with documents entitled “Notice of Violation of California Health & Safety
9 Code § 25249.6, et seq.” (the “Second March Notice”). The Second March Notice provided
10 Lanocorp and such others, including public enforcers, with notice that alleged that Lanocorp was
11 in violation of California Health & Safety Code § 25249.6, for failing to warn California consumers
12 and customers that use of the *Rata & Co.*® quenching hyaluronic acid sheet masks, # 88-8153-
13 183181-000499-13-6, will expose them to DEA. No public enforcer has diligently prosecuted the
14 allegations set forth in the Second March Notice.

15 1.3.4 The February Notice, the First March Notice, and the Second March Notice
16 are collectively referred to herein, as the “Notices.”

17 1.3.5 **Action.** On February 2, 2024, Plaintiffs filed a complaint (the “Complaint”).

18 1.4 For purposes of this Consent Judgment only, the Parties stipulate that this Court has
19 jurisdiction over Defendant as to the allegations contained in the Complaint filed in this matter, that
20 venue is proper in the County of San Francisco, and that this Court has jurisdiction to approve,
21 enter, and oversee the enforcement of this Consent Judgment as a full and final binding resolution
22 of all claims which were or could have been raised in the Action based on the facts alleged therein
23 and in the Notices.

24 1.5 Defendant expressly denies the material allegations contained in Plaintiffs’ Notices
25 and Complaint and maintains that it has not violated Proposition 65 or any other law or legal duty.
26 Defendant expressly denies any liability of an of the claims asserted and the facts alleged in the
27 Complaint and the Notices. Nothing in this Consent Judgment shall be construed as an admission
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1 by Defendant of any fact, finding, issue of law, or violation of law; nor shall compliance with this
2 Consent Judgment constitute or be construed as an admission by Defendant of any fact, finding,
3 conclusion, issue of law, or violation of law, such being specifically denied by Defendant. This
4 Consent Judgment is the product of negotiation and compromise and is accepted by the Parties
5 solely for the purpose of settling, compromising, and resolving the issues in dispute in this Action.

6 **2. DEFINITIONS**

7 **2.1 Covered Products.** The term "Covered Products" means sheet face mask products
8 manufactured, distributed, shipped into California and offered for sale in California by Lanocorp
9 including but not limited to the following: (a) *By Nature*® sheet face masks, # 1288-084799696-
10 000499-12-8, (b) *Rata & Co.*® brightening Vitamin C & collagen sheet masks, # 1288-085294367-
11 000499-12-8, and (c) *Rata & Co.*® quenching hyaluronic acid sheet masks, # 88-8153-183181-
12 000499-13-6.

13 **2.2 Effective Date.** The term "Effective Date" means the date this Consent Judgment is
14 entered as a Judgment of the Court.

15 **2.3 Compliance Date.** "Compliance Date" shall mean ninety (90) days after the
16 Effective Date.

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

18 **3.1 Reformulation Standard for Covered Products.**

19 **3.1.1 DEA Free Reformulated Product.** "DEA Free Reformulated Product"
20 shall mean Covered Products that meet the following standard: DEA content that is not detectable
21 (i.e., zero) or below the Reporting Limit (defined herein) when analyzed pursuant to liquid
22 chromatography/tandem mass spectrometry (LC/MS/MS), inductively coupled mass-spectroscopy
23 (ICP-MS) or other method of analysis utilized by the International Organization for Standardization
24 (ISO) for qualitative and quantitative screening of cosmetics and cosmetic raw materials. If a new
25 or distinct test method is developed to test for DEA in Covered Products that more accurately
26 measures consumer exposure, Defendant may request modification to this Section of the Consent
27 Judgment pursuant to Section 10.
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3.1.2 **Reporting Limit.** The Reporting Limit's for the exemplar products referenced in § 2 are as follows:

- (a) The Reporting Limit for *By Nature*® sheet face masks is 10 mg/kg.
- (b) The Reporting Limit for *Rata & Co.*® brightening Vitamin C & collagen sheet masks is 10 mg/kg.
- (c) The Reporting Limit for *Rata & Co.*® quenching hyaluronic acid sheet masks is 10 mg/kg.


3.2 **Commitment to Warn**

3.2.1 **Clear and Reasonable Warning.** Commencing as of the Compliance Date, and continuing thereafter, a clear and reasonable exposure warning as set forth in § 3.2.1 must be provided for all Covered Products that Defendant manufacturers, imports, distributes, sells, or offers for sale in California that is not a Reformulated Product. There shall be no obligation for Defendant to provide a warning for Reformulated Products or Covered Products that were manufactured or enter the stream of commerce prior to the Compliance Date¹. The warning shall consist of either the **Warning** or **Alternative Warning** described in §§ 3.3(a) or (b), respectively:

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

 **WARNING:** This product can expose you to chemicals including diethanolamine (DEA), which is known to the State of California to cause cancer. For more information go to www.P65Warnings.ca.gov.

(b) **Alternative Warning:** Lanocorp may, but is not required to, use the alternative short-form warning² as set forth in this § 3.3(b) ("**Alternative Warning**") as follows:

 **WARNING:** Cancer - www.P65Warnings.ca.gov.

¹ Covered Products supplied to third parties by Lanocorp prior to the Compliance Date that Lanocorp no longer has possession of and/or control of are exempt from the requirements of this Section 3 and shall be permitted to be sold through. Additionally, the injunctive requirements of Section 3 shall not apply to Covered Products that are distributed or sold exclusively outside of the State of California. Section 3 of this Consent Judgment shall only apply to Covered Products sold in California, manufactured for sale in California, or "distributed for sale in California." Lanocorp products distributed for sale, offered for sale, and/or sold outside the State of California are **not** required to conform with Section 3 of this Agreement.

² An **Alternative Warning** on a Covered Product manufactured and labeled after January 1, 2028 shall be provided in accordance with Title 27, California Code of Regulations, § 25603(b).

1 3.2.2 The **Warning** or **Alternative Warning** must comply with the regulations
2 set forth in §§ 25601 and 25603. A **Warning** or **Alternative Warning** provided pursuant to §§
3 3.2.1(a) – (b) must print the word “**WARNING:**” in all capital letters and in bold font, followed by
4 a colon. The warning symbol to the left of the word “**WARNING:**” must be a black exclamation
5 point in a yellow equilateral triangle with a black outline, except that if the sign or label for the
6 Covered Product does not use the color yellow, the symbol may be in black and white. The symbol
7 must be in a size no smaller than the height of the word “**WARNING:**”. The **Warning** or
8 **Alternative Warning** shall be affixed to or printed on the Covered Product’s packaging or labeling,
9 or on a placard, shelf tag, sign or electronic device or automatic process, providing that the
10 **Warning** or **Alternative Warning** is displayed with such conspicuousness, as compared with other
11 words, statements, or designs as to render it likely to be read and understood by an ordinary
12 individual under customary conditions of purchase or use. The **Warning** or **Alternative Warning**
13 may be contained in the same section of the packaging, labeling, or instruction booklet that states
14 other safety warnings, if any, concerning the use of the Covered Product and shall be at least the
15 same size as those other safety warnings. If consumer information is provided in a foreign language,
16 Lanocorp shall provide the **Warning** or **Alternative Warning** in the foreign language.

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

3 **3.3 Compliance with Warning Regulations.** Defendant shall be deemed to be in
4 compliance with this Consent Judgment by adhering to § 3 of this Consent Judgment or by
5 complying with warning regulations adopted by OEHHA applicable to the Covered Product and
6 exposures at issue after the Effective Date.

7 **4. MONETARY TERMS**

8 **4.1 Civil Penalty.** Lanocorp shall pay \$4,000.00 as a Civil Penalty pursuant to Health
9 and Safety Code section 25249.7(b), to be apportioned in accordance with California Health &
10 Safety Code § 25192, with 75% of these funds remitted to OEHHA and the remaining 25% of the
11 Civil Penalty remitted to Plaintiffs, as provided by California Health & Safety Code § 25249.12(d).

12 **4.1.1** Within thirty (30) days of the Effective Date, Lanocorp shall issue two
13 separate checks for the Civil Penalty payment to (a) "OEHHA" in the amount of \$3,000.00; and
14 to (b) "Brodsky Smith in Trust for Plaintiffs" in the amount of \$1,000. Payment owed to Plaintiffs
15 pursuant to this Section shall be delivered to the following payment address:

16 Evan J. Smith, Esquire
17 Brodsky Smith
18 Two Bala Plaza, Suite 805
19 Bala Cynwyd, PA 19004

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

22 For United States Postal Service Delivery:

23 Mike Gyurics
24 Fiscal Operations Branch Chief
25 Office of Environmental Health Hazard Assessment
26 P.O. Box 4010
27 Sacramento, CA 95812-4010

28 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

1 A copy of the check payable to OEHHHA shall be mailed to Brodsky Smith at the address set forth
2 above as proof of payment to OEHHHA.

3 4.2 **Attorneys' Fees.** Within thirty (30) days of the Effective Date, Lanocorp shall pay
4 \$45,000.00 to Brodsky Smith as complete reimbursement for Plaintiffs' attorneys' fees and costs
5 incurred as a result of investigating, bringing this matter to the attention of Lanocorp, litigating and
6 negotiating and obtaining judicial approval of a settlement in the public interest, pursuant to Code
7 of Civil Procedure § 1021.5. Payment owed to Brodsky Smith pursuant to this Section shall be
8 delivered to c/o Evan Smith at the payment address identified in §4.1.1.

9 **5. CLAIMS COVERED AND RELEASED**

10 5.1 The Parties have entered this Consent Judgment as a full and final settlement of all
11 claims arising under Proposition 65 relating to the alleged exposure to DEA from Covered Products
12 ("Released Products"), and as to all claims pursuant to Health and Safety Code §25249.7(d) that
13 were raised or could have been raised in the Notices or Action, arising from the failure to warn
14 under Proposition 65 regarding the presence of DEA in such Released Products. Provided that
15 Lanocorp has complied with the terms of this Agreement, this Consent Judgment is a full, final,
16 and binding resolution between Plaintiffs acting on their own behalf and the public interest, and
17 Lanocorp, and its parents, shareholders, members, directors, officers, managers, employees,
18 representatives, agents, attorneys, divisions, subdivisions, subsidiaries, partners, sister companies,
19 and affiliates, and their predecessors, successors and assigns and attorneys ("Defendant
20 Releasees"), and all entities from whom they directly or indirectly obtain, source, acquire or
21 manufacture Covered Products and to whom they directly or indirectly distribute or sell Covered
22 Products, including but not limited to manufacturers, suppliers, distributors, wholesalers,
23 customers, licensors, licensees retailers, including but not limited to, the TJX Companies, Inc. dba
24 Marshalls; The TJX Operating Companies, Inc.; The TJX Companies, Inc. and their respective
25 parents, subsidiaries, and affiliates, franchisees, and cooperative members ("Downstream
26 Releasees"), of all claims for violations of Proposition 65 based on failure to warn about alleged
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1 exposure to DEA from use of the Covered Products manufactured by Lanocorp prior to the
2 Compliance Date.

3 5.2 It is the Parties' intention that this Consent Judgment shall have preclusive effect
4 such that no other actions by private enforcers, whether purporting to act in his, her, or its interests
5 or the public interest shall be permitted to pursue and take any action with respect to any violation
6 of Proposition 65 based on exposure to DEA from use of the Covered Products that was alleged in
7 the Complaint, or that could have been brought pursuant to the Notices against Lanocorp and the
8 Downstream Releasees ("Proposition 65 Claims"). Lanocorp's compliance with the terms of this
9 Consent Judgment constitutes compliance with Proposition 65 by Lanocorp with regard to exposure
10 to DEA from use of the Covered Products.

11 5.3 In addition to the foregoing, Plaintiffs, on behalf of themselves, their past and
12 current agents, representatives, attorneys, and successors and assignees, and not in their
13 representative capacity, hereby waive all rights to institute or participate in, directly or indirectly,
14 any form of legal action and releases Lanocorp, Defendant Releasees, and Downstream Releasees
15 from any and all manner of actions, causes of action, claims, demands, rights, suits, obligations,
16 debts, contracts, agreements, promises, liabilities, damages, charges, losses, costs, expenses, and
17 attorneys' fees, of any nature whatsoever, known or unknown, in law or equity, fixed or contingent,
18 now or in the future, with respect to any alleged violations of Proposition 65 or any other statutory
19 or common law claims related to or arising from Covered Products manufactured, distributed, or
20 sold by Lanocorp, Defendant Releasees or Downstream Releasees that have been or could have
21 been asserted by Plaintiffs regarding the failure to warn about exposure to DEA arising in
22 connection with the Released Products manufactured, distributed, sold or offered for sale by
23 Lanocorp prior to the Compliance Date. With respect to the foregoing waivers and releases in this
24 paragraph, Plaintiffs hereby specifically waive any and all rights and benefits which they now have,
25 or in the future may have, conferred by virtue of the provisions of § 1542 of the California Civil
26 Code, which provides as follows:

27 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
28 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO

1 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
2 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
3 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
4 DEBTOR OR RELEASED PARTY.

5 5.4 Lanocorp waives any and all claims against Plaintiffs, their attorneys and other
6 representatives, for any and all actions taken, or statements made (or those that could have been
7 taken or made) by Plaintiffs and their attorneys and other representatives, whether in the course of
8 investigating claims or otherwise seeking enforcement of Proposition 65 against it in this matter,
9 and with respect to Covered Products.

10 5.5 Nothing in this Consent Judgment is intended to apply to any occupational or
11 environmental exposures arising under Proposition 65, nor shall it apply to any of Lanocorp's
12 products other than the Covered Products sold in California, manufactured for sale in the State of
13 California, or distributed into the State of California.

14 **6. INTEGRATION**

15 6.1 This Consent Judgment contains the sole and entire agreement of the Parties and
16 any and all prior negotiations and understandings related hereto shall be deemed to have been
17 merged within it. No representations or terms of agreement other than those contained herein exist
18 or have been made by any Party with respect to the other Party or the subject matter hereof.

19 **7. GOVERNING LAW**

20 7.1 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.

22 **8. NOTICES**

23 8.1 Unless specified herein, all correspondence and notices required to be provided
24 pursuant to this Consent Judgment shall be in writing and personally delivered or sent by: (i) first-
25 class, (registered or certified mail) return receipt requested; or (ii) overnight courier on any party
26 by the other party at the following addresses:

27 For Defendant:

28 Tim McIver
2 Hynds Drive, Rolleston
P.O. Box 86051, Rolleston, 7658

1 Christchurch, New Zealand

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3 With copy to:

4 Hazel Ocampo
5 Greenberg Traurig, LLP
6 12830 El Camino Real, Suite 350
7 San Diego, CA 92130

8 And

9 For Plaintiffs:

10 Evan Smith
11 Brodsky Smith
12 9465 Wilshire Blvd., Ste. 300
13 Beverly Hills, CA 90212

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

16 **9. COUNTERPARTS; FACSIMILE SIGNATURES**

17 9.1 This Consent Judgment may be executed in counterparts and by facsimile, each of
18 which shall be deemed an original, and all of which, when taken together, shall constitute one and
19 the same document.

20 **10. MODIFICATION AND ENFORCEMENT**

21 10.1 This Consent Judgment may be modified from time to time by express written
22 agreement of the Parties to which any such modification would apply, with the approval of the
23 Court, or by an order of this Court upon motion and in accordance with law. Notwithstanding the
24 foregoing, if a California court enters judgment in the Action or another Proposition 65 enforcement
25 action over exposure to DEA in Covered Products or product substantially similar to Covered
26 Products that imposes different injunctive relief than what is set forth in this Consent Judgment,
27 Defendant may seek to modify Section 3 of this Consent Judgment to conform with the injunctive
28 relief provided in such judgment. Plaintiffs have a right to oppose any such modification, but they
shall not withhold their approval without good cause shown.

10.2 Only Plaintiffs may enforce the terms of this Consent Judgment. If a dispute arises
with respect to either Party's compliance with the terms of this Consent Judgment, the Parties shall

1 meet and confer in writing and endeavor to resolve the dispute in an amicable manner. No action
2 may be filed in the absence of such good faith attempt to resolve the dispute beforehand. Should an
3 exceedance of the reformulation standard(s) in Section 3.1 be alleged, Lanocorp must be provided
4 with written notice and data supporting such an allegation and thirty (30) days to address the
5 allegations before an enforcement motion may be filed. No violation of this Consent Judgment shall
6 be deemed to occur if Lanocorp demonstrates that its own testing of the Covered Product at issue
7 is in accordance with Section 3.1. In any action to enforce the terms of this Consent Judgment, the
8 prevailing party shall be entitled to its reasonable attorneys' fees and costs.

9 10.3 The inability of Defendant to comply with any deadline set forth in this Consent
10 Judgment due to an act of terrorism, fire, earthquake, civil disorders, war, or act of God that is
11 beyond the reasonable control of Defendant shall be grounds to move for modification of the
12 deadlines set forth in this Consent Judgment.

13 **11. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(f)/COURT**
14 **APPROVAL**

15 11.1 Plaintiffs agree to comply with the requirements set forth in California Health &
16 Safety Code § 25249.7(f) and to promptly bring a Motion for Approval of this Consent Judgment.
17 Defendant agrees it shall support approval of such Motion.

18 11.2 This Consent Judgment shall not be effective until it is approved and entered by the
19 Court and shall be null and void if, for any reason, it is not approved by the Court. In such case, the
20 Parties agree to meet and confer on how to proceed and if such agreement is not reached within 30
21 days, the case shall proceed on its normal course.

22 11.3 If the Court approves this Consent Judgment and is reversed or vacated by an
23 appellate court, the Parties shall meet and confer as to whether to modify the terms of this Consent
24 Judgment. If the Parties do not jointly agree on a course of action to take, the case shall proceed on
25 its normal course on the trial court's calendar.

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12. ATTORNEY'S FEES

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

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

13. RETENTION OF JURISDICTION

13.1 This Court shall retain jurisdiction of this matter to implement or modify the Consent Judgment.

14. SUCCESSORS AND ASSIGNS

14.1 This Consent Judgment shall apply to and be binding upon Plaintiffs and Settling Defendant, and their respective divisions, subdivisions, and subsidiaries, and the successors or assigns of any of them.

1 **15. AUTHORIZATION**

2 15.1 The undersigned are authorized to execute this Consent Judgment on behalf of their
3 respective Parties and have read, understood, and agree to all of the terms and conditions of this
4 document and certify that he or she is fully authorized by the Party he or she represents to execute
5 the Consent Judgment on behalf of the Party represented and legally bind that Party. Except as
6 explicitly provided herein each Party is to bear its own fees and costs.

7 **AGREED TO:**

AGREED TO:

9 Date: _____

Date: 22ND APRIL 2025

10 By: _____

By: Tim McWane

11 EMA BELL

LANOCORP USA INC.

12 **AGREED TO:**

13 Date: _____

14 By: _____

15 PRECILA BALABBO

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

23 Dated: _____

Judge of Superior Court

1 **15. AUTHORIZATION**

2 15.1 The undersigned are authorized to execute this Consent Judgment on behalf of their
3 respective Parties and have read, understood, and agree to all of the terms and conditions of this
4 document and certify that he or she is fully authorized by the Party he or she represents to execute
5 the Consent Judgment on behalf of the Party represented and legally bind that Party. Except as
6 explicitly provided herein each Party is to bear its own fees and costs.

7
8 **AGREED TO:**

9 Date: _____

10 By: _____

11 EMA BELL

AGREED TO:

 Date: _____

 By: _____

 LANOCORP USA INC.

AGREED TO:

 Date: 4 / 23 / 25

 By: 

 PRECILA BALABBO

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

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23
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25 Dated: _____

 Judge of Superior Court

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3 respective Parties and have read, understood, and agree to all of the terms and conditions of this
4 document and certify that he or she is fully authorized by the Party he or she represents to execute
5 the Consent Judgment on behalf of the Party represented and legally bind that Party. Except as
6 explicitly provided herein each Party is to bear its own fees and costs.

7 **AGREED TO:**

AGREED TO:

8
9 Date: 4 / 23 / 25

Date: _____

10 By: 

By: _____

11 EMA BELL

LANOCORP USA INC.

12 **AGREED TO:**

13 Date: _____

14 By: _____

15 PRECILA BALABBO

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

22
23 Dated: _____

24 _____
25 Judge of Superior Court
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