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Laralei Paras, State Bar No. 203319
Brian C. Johnson, State Bar No. 235965
SEVEN HILLS LLP
1 Embarcadero Center, Suite 1200
San Francisco, CA 94111
Telephone: (415) 926-7247
Email: laralei@sevenhillsllp.com
Email: brian@sevenhillsllp.com

Attorneys for Plaintiff
KEEP AMERICA SAFE AND BEAUTIFUL

BUCHALTER
A Professional Corporation
ANNE MARIE ELLIS (SBN: 223437)
aellis@buchalter.com
BAILEE B. PELHAM (SBN: 333224)
bpelham@buchalter.com
18400 Von Karman Avenue, Suite 800
Irvine, CA 92612-0514
Telephone: 949.760.1121
Fax: 949.720.0182

Attorneys for Defendant
BALLISLIFE, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

KEEP AMERICA SAFE AND BEAUTIFUL,

Plaintiff,

v.

BALLISLIFE, INC.; and DOES 1-30, inclusive,

Defendants.

Case No. CGC-24-6620069

[PROPOSED] CONSENT JUDGMENT

(Health & Safety Code § 25249.6 et seq. and Code of Civil Procedure § 664.6)

Filed: November 22, 2024
Trial: Vacated (Notice of Settlement Filed)

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1. INTRODUCTION

This Consent Judgment is entered into by and between plaintiff Keep America Safe and Beautiful ("KASB") and defendant Ballislife, Inc. ("Ballislife"), with KASB and Ballislife each individually referred to as a "Party" and collectively, as the "Parties," to resolve the allegations in the September 9, 2024, 60-Day Notice of Violation ("Notice") in compliance with the Safe Drinking Water and Toxic Enforcement Act of 1986, Health & Safety Code § 25249.6 *et seq.* ("Proposition 65").

1.1 The Parties

KASB is a California-based non-profit organization proceeding in the public interest pursuant to California Health & Safety Code § 25249.7(d) to ensure that the presence of chemicals known to the State of California to cause cancer and birth defects, or other reproductive harm is disclosed to California consumers or such chemicals are eliminated from consumer products sold in California. Ballislife is a person in the course of doing business for purposes of California Health & Safety Code § 25249.11(b).

1.2 Consumer Product Description

KASB alleges Ballislife manufactures, imports, sells, or distributes for sale, in or into California, vinyl backpacks containing di(2-ethylhexyl) phthalate ("DEHP"), di-n-butyl phthalate ("DBP"), and diisononyl phthalate ("DINP") including, but not limited to, LX1 Backpack in Black. KASB further alleges Ballislife has done so without providing the health hazard warning required by California Health & Safety Code § 25249.5 et seq. ("Proposition 65"). The term "Products" means all vinyl backpacks that are manufactured, distributed, shipped into California, and offered for sale in California by Ballislife that may expose users to phthalates including DEHP, DBP, and DINP. DEHP is listed pursuant to Proposition 65 as a chemical known to the State of California to cause cancer and birth defects or other reproductive harm. DBP is listed pursuant to Proposition 65 as a chemical known to the State of California to cause birth defects or other reproductive harm. DINP is listed pursuant to Proposition 65 as a chemical known to cause cancer.

1.3 Notice of Violation

On September 9, 2024, KASB served Ballislife, the Office of the Attorney General of the State of California ("OAG"), and all requisite public enforcement agencies with a 60-Day Notice of

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Violation ("Notice") pursuant to Health & Safety Code § 25249.7(d). In the Notice, KASB alleges Ballislife violated Proposition 65 by failing to warn its customers and consumers in California that the Products can expose users and other individuals to DEHP, DBP and DINP. No public enforcer has commenced and is diligently prosecuting an action to enforce the allegations set forth in the Notice.

1.4 Complaint

On November 22, 2024, KASB filed the captioned lawsuit ("Complaint"). The Complaint names Ballislife as a defendant and states a single cause of action for the alleged violations of Proposition 65 that are the subject of the Notice.

1.5 No Admission

Ballislife denies the material, factual and legal allegations contained in the Notice and Complaint and maintains all products it sold or distributed for sale in California, including the Products, comply with all laws. No term of this Consent Judgment nor Ballislife's compliance with its terms shall be construed as an admission by Ballislife of any fact, finding, legal issue or conclusion, or violation of any law, such being specifically denied by Ballislife. This Section shall not, however, diminish or otherwise affect Ballislife's obligations, responsibilities, and duties under this Consent Judgment. Notwithstanding the allegations in the Notices and Action, Ballislife maintains that it has not knowingly manufactured, or caused to be manufactured, products for sale in California in violation of Proposition 65.

1.6 Jurisdiction

For purposes of this Consent Judgment only, the Parties stipulate this Court has jurisdiction over Ballislife as to the allegations in the Complaint, that venue is proper in the San Francisco Superior Court, and that the Court has jurisdiction to approve, enter and enforce the terms and provisions of this Consent Judgment as a full and final binding resolution of all claims which were or could have been raised in the Complaint based on the facts alleged therein and in the Notice, pursuant to Proposition 65 and Code of Civil Procedure section 664.6.

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1.7 Effective Date and Compliance Date Defined

The term "Effective Date" means the date on which the Court approves this Consent Judgment and enters judgment in accordance with its terms. The term "Compliance Date" means the date that is thirty (30) days after the Effective Date.

2. INJUNCTIVE RELIEF: REFORMULATION & WARNINGS

2.1 Agreement to Provide Reformulated Products or Warnings

Commencing on or before the Compliance Date and continuing thereafter, Ballislife agrees that all Products it directly manufactures, imports, distributes, sells or offers for sale in California will: (a) meet the Reformulation Standard for Reformulated Products defined in Section 2.2, below, or be labeled with a clear and reasonable exposure warning as set forth in Section 2.3, below. The warning requirement set forth in § 2.3 shall not apply to any Reformulated Products.

2.2 Reformulation Standard

For purposes of this Consent Judgment, "Reformulated Products" are defined as Products containing DEHP, DBP and/or DINP in a maximum concentration each of no more than 0.1 percent (1,000 parts per million) in any "accessible component" (i.e., any component that may be touched, handled or otherwise contacted by an individual during a reasonably foreseeable use of the Products) when analyzed by a laboratory accredited by the State of California, a federal agency, or a nationally recognized accrediting organization (the "Reformulation Standard"). For purposes of compliance with the Reformulation Standard, testing samples shall be prepared and extracted using Consumer Product Safety Commission ("CPSC") methodology CPSC CH-C1001.09.4 and analyzed using U.S. Environmental Protection Agency methodology 8270D, or other methodologies utilized by federal or state government agencies to determine phthalate content in a solid substance**.**

2.3 Clear and Reasonable Warnings

Commencing on or before the Compliance Date and continuing thereafter for all Products Ballislife sells or distributes for sale to consumers in California that do not meet the definition of Reformulated Products set forth in Section 2.2 above, Ballislife agrees to provide a clear and reasonable warning in accordance with this Section 2.3. There shall be no obligation for Ballislife to provide a warning for Products that enter the stream of commerce on or after the Compliance Date.

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Each warning shall be prominently placed with such conspicuousness as compared with other words, statements, or designs as to render it likely to be read and understood by an ordinary individual under customary conditions before purchase or use and shall be provided in a manner such that it is clearly associated with the specific Product to which the warning applies. Where a consumer product sign, label or shelf tag used to provide a warning includes "consumer information," as that term is defined in Title 27, California Code of Regulations, Section 25600.1(c) as it may be amended from time to time, in language(s) other than English, the warning or notice must also be provided in the other language(s) in addition to English.

(a) Long-Form Warnings.

The Warning for Products containing DEHP, DBP and/or DINP in excess of the Reformulation Standard set forth in Section 2.2, shall consist of one of the following statements:

For DEHP:

⚠**WARNING** [or] **CA WARNING [**or] **CALIFORNIA WARNING:** This product can expose you to chemicals including di(2-ethylhexyl) phthalate (DEHP), which 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

For DBP:

⚠**WARNING** [or] **CA WARNING [**or] **CALIFORNIA WARNING:** This product can expose you to chemicals including di-n-butyl phthalate (DBP), which is known to the State of California to cause birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov

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For DINP:

⚠**WARNING** [or] **CA WARNING [**or] **CALIFORNIA WARNING:** This product can expose you to chemicals including diisononyl phthalate (DINP), which is known to the State of California to cause cancer. For more information go to www.P65Warnings.ca.gov

A warning provided pursuant to this Section 2.3(a) must print the word "**WARNING**:" in all capital letters and in bold font. The warning symbol to the left of the word "**WARNING**:" must be a black exclamation point in a yellow equilateral triangle with a black outline, except if the labeling does not use yellow, then the symbol may be in black and white.

(b) Short-Form Warnings. Ballislife may, but is not required to, use the following short-form warnings as set forth in this subsection 2.3(b) ("Short-Form Warning"), subject to the additional requirements in Sections 2.3(c) through (d), below, as follows:

For DEHP:

⚠**WARNING [**or] **CA WARNING [**or] **CALIFORNIA WARNING:** Risk of cancer and reproductive harm from exposure to di(2-ethylhexyl) phthalate (DEHP). See www.P65Warnings.ca.gov.

- Or -

⚠**WARNING** [or] **CA WARNING** [or] **CALIFORNIA WARNING:** Can expose you to di(2-ethylhexyl) phthalate (DEHP), a carcinogen and reproductive toxicant. See www.P65Warnings.ca.gov.

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For DBP:

⚠**WARNING [**or] **CA WARNING [**or] **CALIFORNIA WARNING:** Risk of reproductive harm from exposure to di-n-butyl phthalate (DBP). See www.P65Warnings.ca.gov.

- Or -

WARNING [or] **CA WARNING** [or] **CALIFORNIA WARNING:** Can expose you to di-n-butyl phthalate (DBP), a reproductive toxicant. See www.P65Warnings.ca.gov.

For DINP:

⚠**WARNING [**or] **CA WARNING [**or] **CALIFORNIA WARNING:** Cancer risk from exposure to diisononyl phthalate (DINP). See www.P65Warnings.ca.gov.

- Or -

⚠**WARNING** [or] **CA WARNING** [or] **CALIFORNIA WARNING:** Can expose you to diisononyl phthalate (DINP), a carcinogen. See www.P65Warnings.ca.gov.

The following warning statement may be used on Products containing DEHP, DBP and/or DINP manufactured and labeled prior to January 1, 2028, as appropriate:

For DEHP:

⚠ **WARNING:** Cancer and Reproductive Harm – www.P65Warnings.ca.gov

For DBP:

⚠ **WARNING:** Reproductive Harm – www.P65Warnings.ca.gov

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For DINP:

⚠ **WARNING:** Cancer – www.P65Warnings.ca.gov

(c) Product Label Warnings

Ballislife shall include the warning statement in Section 2.3(a) or 2.3(b) affixed to or printed on the Product's packaging or labeling, electronic device or automatic process only if such electronic device or automatic process provides the warning without the purchaser having to seek it out. The entire warning shall appear in a type size of at least 6-point type and no smaller than the largest type size used for other consumer information on the Products. For purposes of this Consent Judgment, "Product label" means any display of written, printed or graphic material that is printed on or affixed to a Product or its immediate container or wrapper.

(d) Internet Warnings

Ballislife shall also provide the warning statement in Section 2.3(a) and 2.3(b), to the extent Products are sold online, that complies with the content requirements of Cal. Code Regs. Tit. 27, § 25603. The warning or a clearly marked hyperlink to the warning using the word "**WARNING**" given in conjunction with the sale of Products via the internet shall appear (a) on the same web page on which the Products are displayed; (b) via a clearly marked hyperlink using the word "WARNING" or the words "CA WARNING" or "CALIFORNIA WARNING" on the product display page that links to the warning; or (c) as an otherwise prominently displayed warning provided to the purchaser prior to completing the purchase (which does not include a warning in the general content section of the website). For internet purchases made prior to January 1, 2028, a retail seller is not responsible under Section 25600.2(e)(4) for conspicuously posting or displaying the new warning online until 60 days after the retailer received a warning or written notice under Section 25600.2(b) and (c) which updates a short-form warning to comply with Section 25603(c) with content compliant with Section 25603(b). These requirements extend to any websites under the exclusive control of Ballislife where Products are sold into California. In addition, Ballislife shall notify any direct customer it knows or reasonably should know will sell its Products in or into California online via the internet that, as a

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condition of sale, the Products must be accompanied by an online internet warning prior to any sale in or into California and shall supply the warning requirements pursuant to this Section 2 to such customers.

2.4 Compliance with Warning Regulations

Ballislife shall be deemed to be in compliance with this Consent Judgment by either adhering to § 2.3 of this Consent Judgment or by complying with warning regulations adopted by OEHHA applicable to the Products and exposures at issue on or after the Compliance Date.

3. ENFORCEMENT

3.1 Prior to bringing any motion or application to enforce the requirements of Section 2 above, Plaintiff shall provide Ballislife with a Notice of Violation and a copy of any test results which purportedly support the Notice of Violation. The Parties shall then meet and confer regarding the basis for the anticipated motion or application in an attempt to resolve it informally, including providing Ballislife with a reasonable opportunity of at least sixty (60) days to cure any alleged violation. Should such attempts at informal resolution fail, Plaintiff may file an enforcement motion or application. The Consent Judgment may only be enforced by the Parties.

4. MONETARY SETTLEMENT TERMS

4.1 Civil Penalty

Pursuant to Health and Safety Code § 25249.7(b), Ballislife agrees to pay a civil penalty of $5,000 within fifteen (15) days of the Effective Date. Ballislife's civil penalty payment will be allocated according to Health and Safety Code § 25249.12(c)(1) and (d), with seventy-five percent (75%) of the penalty paid to the California Office of Environmental Health Hazard Assessment ("OEHHA"), and the remaining twenty-five percent (25%) retained by KASB. Ballislife shall issue its payment in two checks made payable to: (a) "OEHHA" in the amount of $3,750; and (b) "Seven Hills in Trust for Keep America Safe and Beautiful" in the amount of $1,250. KASB's counsel shall remit and disburse to OEHHA and KASB their respective portions of Ballislife's civil penalty payment.

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4.2 Tax Documentation

Ballislife agrees to provide a completed IRS 1099 for its payments to, and Plaintiff agrees to provide IRS W-9 forms for, each of the following payees under this Consent Judgment: (a) "Keep America Safe and Beautiful" at the address provided in Section 4.4; (b) "Seven Hills LLP" at the address provided in Section 4.4; and (c) "Office of Environmental Health Hazard Assessment" 1001 I Street, Sacramento, CA 95814.

4.3 Reimbursement of Attorneys' Fees and Costs

The Parties negotiated Ballislife's reimbursement of a portion of the fees and costs incurred by KASB and its counsel in this action under general contract principles and the private attorney general doctrine codified at California Code of Civil Procedure section 1021.5. Ballislife's payment under this Section covers all work performed through the mutual execution and reporting of this Consent Judgment to the OAG and obtaining an entry of judgment pursuant to its terms, but excludes all fees and costs incurred on appeal, if any. Within fifteen (15) days of the Effective Date, Ballislife shall issue a check in the amount of $20,000 payable to "Seven Hills LLP" for all fees and other costs incurred investigating, bringing this matter to Ballislife's attention, litigating, negotiating a settlement in the public interest, obtaining the Court's approval of this Consent Judgment and an entry of judgment according to its terms pursuant to Section 6, and reporting the settlement to the OAG pursuant to Section 11, below.

4.4 Payments

All payments due under this Consent Judgment shall be delivered to KASB's counsel at the following address:

Seven Hills LLP
Attn: Laralei Paras, Esq.
1 Embarcadero Center, Suite 1200
San Francisco, CA 94111

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5. CLAIMS COVERED AND RELEASED

5.1 KASB's Public Release of Proposition 65 Claims

This Consent Judgment is a full, final, and binding resolution of all claims for violations of Proposition 65 KASB alleged or could have alleged arising out of the allegations in the Notice and Complaint. KASB, acting on its own behalf, and in the public interest, and on behalf of its past and current agents, representatives, attorneys, successors and assignees ("Releasors") releases Ballislife, its past and present parents, shareholders, members, subsidiaries, affiliated entities under common ownership, directors, officers, managers, employees, representatives, agents, attorneys, divisions, subdivisions, subsidiaries, partners, and their predecessors, successors, and assigns, and each entity to whom Ballislife directly or indirectly distributes, licenses, or sells the Products including but not limited to its downstream distributors, wholesalers, marketplace hosts, customers, vendors, licensors, retailers, franchisees, cooperative members, and licensees ("Releasees"), if any, of all claims that can or could have been asserted by KASB, on their own behalf, on behalf of the public interest, and on behalf of Releasors for all Proposition 65 Claims alleged in the Notice and Complaint including, but not limited to all actions, causes of action, and claims, in law or in equity, suits, liabilities, demands, obligations, damages, costs, fines, penalties, losses or expenses (including, but not limited to, investigation fees, expert fees, and attorneys' fees) based on Ballislife's alleged failure to provide a clear and reasonable warning regarding alleged or actual exposures to DEHP, DBP and/or DINP in Products manufactured, processed, distributed, sold and/or offered for sale in California after the Compliance Date. The Parties agree compliance with Section 2 of this Consent Judgment shall be deemed compliance with Proposition 65 with respect to alleged or actual exposures to DEHP, DBP and/or DINP in Products sold or distributed for sale in California. It is the Parties' intention that this Consent Judgment shall have preclusive effect such that no other actions by private enforcers, whether purporting to act in his, her, or its interests or the public interest shall be permitted to pursue and take any action with respect to any violation of Proposition 65 based on exposure to DEHP, DBP and/or DINP from use of the Products as alleged in the Notice and Complaint, or that could have been brought pursuant to the Notice against Ballislife and the Releasees. The Parties further understand and agree this Section 5.1 release shall not extend upstream to any entity who

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manufactured, distributed, or otherwise supplied the Products, or any component part(s) thereof, to Ballislife. Nor shall this release extend downstream to any Releasee Ballislife instructs to provide an online, internet warning for Products that are not Reformulated Products and who fails to do so. Nothing in this Section affects KASB's right to commence or prosecute an action under Proposition 65 against a Releasee that does not involve Ballislife's Products.

5.2 KASB's Private Release of Proposition 65 Claims

In further consideration of the promises and agreements set forth herein, KASB on its own behalf as an individual nonprofit corporation and *not* on behalf of the public in California, and on behalf of its past and current agents, representatives, attorneys, successors, and/or assignees, hereby waives all rights it may have to institute or participate, directly or indirectly, in any form of legal action, and it releases all claims it may have, including, without limitation, all actions, and causes of action, in law or in equity, claims, rights, suits, liabilities, demands, obligations, debts, contracts, agreements, promises, charges, damages, costs, fines, penalties, losses, or expenses including, but not exclusively, investigation fees, expert fees, and attorneys' fees, of any nature whatsoever, known or unknown, fixed or contingent, now or in the future, arising under Proposition 65 with respect to DEHP, DBP and/or DINP in Products manufactured, distributed, sold and/or offered for sale by Ballislife and/or Releasees prior to the Compliance Date.. As with the Section 5.1 release, above, the Parties understand and agree this Section 5.2 release shall not extend upstream to any entity who manufactured, distributed, or otherwise supplied the Products or any component part thereof to Ballislife. Nor shall this extend downstream to any Releasees instructed by Ballislife to provide a warning on Products that are not Reformulated Products and who fail to do so. Nothing in this Section affects KASB's right to commence or prosecute an action under Proposition 65 against a Releasee that does not involve Ballislife's Products.

5.3 Ballislife's Release of KASB

Ballislife, on its own behalf and on behalf of its past and current agents, representatives, attorneys, successors, and assignees, hereby waives any claim against KASB and its attorneys and other representatives, for any action taken or statement made by KASB and its attorneys and other

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representatives, whether in the course of investigating claims or otherwise seeking to enforce Proposition 65 against it in this matter with respect to the Products.

5.4 Mutual Waiver of California Civil Code § 1542

KASB on its own behalf as a nonprofit corporation, and *not* in the public interest, on the one hand, and Ballislife, on the other hand, each acknowledge that the claims in this Consent Judgment include all known and unknown claims pertaining to the failure to warn of exposures to DEHP, DBP, and/or DINP in Products sold in California before the Effective Date, except as provided in Section 5.1, above, and each waives the provisions of California Civil Code section 1542 as to any unknown claims pertaining to the failure to warn of exposures to DEHP, DBP, and/or DINP in the Products sold in California that may have existed prior to and including the Effective Date, except as provided in Section 5.2. California Civil Code section 1542 reads as follows:

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

The Parties acknowledge and understand the significance and consequences of this specific waiver of California Civil Code section 1542 and agree to waive the same as well as any statute of similar import or meaning of any other jurisdiction.

6. <u>COURT APPROVAL</u>

6.1 Pursuant to California Health and Safety Code § 25249.7(f)(4), KASB shall file a motion for judicial approval of this Consent Judgment. The Parties agree to mutually employ their best efforts, and those of their counsel, to support the entry of this agreement as a judgment pursuant to the terms of this Consent Judgment, and to seek judicial approval of the settlement in a timely manner. For purposes of this section, "best efforts" shall include, at a minimum, supporting the motion for approval, responding to any third-party objection, and appearing at the hearing before the Court if so requested.

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6.2 This Consent Judgment shall not be effective until it is approved and entered by the Court and shall be null and void if, for any reason, it is not approved by the Court. In such case, the Parties agree to meet and confer on how to proceed and if such agreement is not reached within thirty (30) days, KASB shall withdraw its Notice of Settlement and ask the Court to return the case to its trial calendar.

6.3 If the Court approves this Consent Judgment and is reversed or vacated by an appellate court, the Parties shall meet and confer as to whether to modify the terms of this Consent Judgment. If the Parties do not jointly agree on a course of action to take, Plaintiff shall withdraw its Notice of Settlement and ask the Court to return the matter to its trial calendar.

7. SEVERABILITY

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

8. GOVERNING LAW

The terms of this Consent Judgment shall be governed by the laws of the State of California and apply within California. If Proposition 65 is repealed, preempted, or is otherwise rendered inapplicable by reason of law generally, or as to the Products, then Ballislife may notify KASB of its asserted change in the law and the Parties shall meet and confer (or attempt to meet and confer) in good faith for a period of not less than thirty (30) days to enter a modified judgment pursuant to Section 13, below.

9. NOTICE

Unless specified herein, all correspondence and notice required by this Consent Judgment shall be in writing and sent by: (i) first-class registered or certified mail, return receipt requested; or (ii) a recognized overnight courier to any Party by the other at the following addresses; courtesy copies may be sent electronically to the email addresses listed below:

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For Ballislife:	For KASB:
Matthew Rodriguez, President	Laralei Paras, Esq.
Ballislife, Inc.	SEVEN HILLS LLP
17781 Mitchell North, Suite A	4 Embarcadero Center, Suite 1400
Irvine, CA 92614	San Francisco, CA 94111
	laralei@sevenhillsllp.com

With a copy to:

Anne Marie Ellis, Esq.
Bailee B. Pelham, Esq.
BUCHALTER, APC
18400 Von Karman Avenue, Suite 800
Irvine, CA 92612-0514
aellis@buchalter.com
bpelham@buchalter.com

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

10. COUNTERPARTS AND ELECTRONIC SIGNATURES

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

11. COMPLIANCE WITH REPORTING REQUIREMENTS

KASB and its counsel agree to comply with the reporting form requirements referenced in California Health and Safety Code § 25249.7(f) and Tit. 11 Cal. Code Regs. § 3003.

12. ENTIRE AGREEMENT

This Consent Judgment contains the sole and entire agreement and understanding of the Parties with respect to the subject matter hereof, and all prior discussions, negotiations,

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commitments, or understandings, if any, are hereby deemed to have been merged within it. No warranty, representation, or other agreement exists between the Parties except those expressly set forth herein. No representation, oral or otherwise, express or implied, other than those specifically referred to in this Consent Judgment have been made by either Party. No other agreement not specifically contained herein shall be deemed to exist or bind either of the Parties.

13. MODIFICATION

This Consent Judgment may be modified only by: (i) a written agreement of the Parties (which agreement shall not be unreasonably withheld) and the entry of a modified Consent Judgment by the Court thereon; or (ii) upon a successful motion of any party and the entry of a modified Consent Judgment by the Court thereon. No Party shall seek modification of this Consent Judgment without first providing written notice to the other Party of the basis for the modification sought, and meeting and conferring in good faith prior to moving the Court for an order modifying the Consent Judgment.

In the event the Parties or either Party seek(s) modification of this Consent Judgment by written agreement or on noticed motion by the Court, the Party or Parties shall provide the OAG with no less than 45 days' notice of their intended revision(s) to the Consent Judgment prior to any hearing by the Court on a motion for approval of such modification.

The Court shall retain jurisdiction of this matter to implement or modify the Consent Judgment pursuant to Code of Civil Procedure § 664.6.

14. PUBLIC BENEFIT.

It is the Parties' understanding that the commitments Ballislife has agreed to herein, and actions to be taken by Ballislife under this Consent Judgment, would confer a significant benefit to the public, as set forth in Code of Civil Procedure § 1021.5 and Cal. Admin. Code tit. 11, § 3201. As such, it is the intent of the Parties that to the extent any other private party initiates an action alleging a violation of Proposition 65 with respect to Ballislife's failure to provide a warning concerning exposure to DEHP, DBP, and/or DINP prior to use of the Products it has manufactured, distributed, sold, or offered for sale in California, or will manufacture, distribute, sell, or offer for sale in California, such private party action would not confer a significant benefit on the general public as to

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those Products addressed in this Consent Judgment, provided that Ballislife is in material compliance with this Consent Judgment.

15. AUTHORIZATION

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

AGREED TO

Dated: 11/9/2026

By: _____

Lance Nguyen, CEO
KEEP AMERICA SAFE AND BEAUTIFUL

AGREED TO:

Dated: 11/3/2026

Signed by:
By: Matt Rodriguez
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Matthew Rodriguez, President
BALLISLIFE, INC.