

State of California - Department of Justice - Attorney General's Office - Proposition 65 Enforcement Reporting

Attention: Prop 65 Coordinator, 1515 Clay Street, Suite 2000, Oakland, CA 94612

FORM JUS 1501
(03-01)

PRIVATE ENFORCEMENT FILING - Health and Safety Code section 25249.7(e) and (f)

REPORT OF SETTLEMENT

Please print or type required information Original Filing Supplemental Filing Corrected Filing

PARTIES TO THE ACTION	PLAINTIFF(S)			
	DEFENDANT(S) INVOLVED IN SETTLEMENT			
CASE INFO	COURT DOCKET NUMBER		COURT NAME	
	SHORT CASE NAME			
REPORT INFO	INJUNCTIVE RELIEF			
	PAYMENT: CIVIL PENALTY		PAYMENT: ATTORNEYS FEES	PAYMENT: OTHER
	WILL SETTLEMENT BE SUBMITTED TO COURT? <input type="checkbox"/> Yes <input type="checkbox"/> No	IF YES, AFTER ENTRY OF JUDGMENT BY COURT, REPORT OF ENTRY OF JUDGMENT MUST BE SUBMITTED TO ATTORNEY GENERAL		DATE SETTLEMENT SIGNED / /
	COPY OF SETTLEMENT MUST BE ATTACHED			
FILER INFO	NAME OF CONTACT			
	ORGANIZATION			TELEPHONE NUMBER ()
	ADDRESS			FAX NUMBER ()
	CITY	STATE	ZIP 91406	E-MAIL ADDRESS

FILING INSTRUCTIONS: This form can be completed online and printed. If electronic filing is not available, mail the completed form with a copy of the settlement to the attention of the Prop 65 Coordinator at the address shown above. If you need additional space to complete this form please use an attachment.

1 **GREENBAUM LAW FIRM**
Daniel N. Greenbaum, Esq. (SBN 268104)
2 Thomas G. Adams, Esq., Of Counsel (SBN 270808)
3 7120 Hayvenhurst Ave., Suite 320
Van Nuys, California 91406
4 Telephone: (818) 230-7106
Facsimile: (424) 243-7689
5 Email: service@greenbaumlawfirm.com

6 Attorneys for Plaintiff
7 **MOTHERS OVERSIGHT NETWORK**
FOR ACTIONABLE RESPONSE
8 TO CONTAMINANT HARM,
9 [MONARCH], LLC

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **COUNTY OF LOS ANGELES – CENTRAL**

12
13 **MOTHERS OVERSIGHT NETWORK FOR**
ACTIONABLE RESPONSE TO
14 CONTAMINANT HARM, [MONARCH],
LLC,

15
16 Plaintiff,

17 vs.

18
19 **INTORA, INC. dba SPORTSHEETS, and**
DOES 1 through 100, Inclusive,

20 Defendant.
21
22
23
24
25
26
27
28

Case No. 25STCV15019

Hon. Kevin C. Brazile
Dept. 020

**[PROPOSED] ORDER TO APPROVE
ENTRY OF CONSENT JUDGMENT**

Hearing Set For

Date: March 26, 2026

Time: 8:30 a.m.

Place: 111 N. Hill St., Los Angeles, CA 90012

Reservation ID: 255080880264

Action filed: May 22, 2025

[Filed Concurrently with Notice of Motion and
Motion to Approve Entry of Consent
Judgment; Memorandum of Points &
Authorities in Support Thereof; Declaration of
Daniel N. Greenbaum in Support Thereof;
Affidavit of Compliance]

1 On March 26, 2026 at 8:30 a.m., Plaintiff's Motion to Approve Entry of Consent Judgment as
2 to Defendant came on for hearing before this Court in Department 020, the Honorable Kevin C.
3 Brazile presiding.

4 Plaintiff was [not] present; Defendant was [not] present.

5 After full consideration of the points and authorities and related pleadings submitted, the
6 Court rules as follows:

7 IT IS HEREBY ORDERED that Plaintiff's Motion to Approve Entry of Consent Judgment is
8 GRANTED.

9 Pursuant to and in accordance with Health & Safety Code §25249.7(f)(4), the Court makes
10 the following findings with respect to the Consent Judgment between Plaintiff and Defendant.

- 11 1. The Consent Judgment ensures compliance with the Proposition 65 warning
12 requirement;
- 13 2. The attorney's fee award in the Consent Judgment is reasonable under California law;
14 and
- 15 3. The civil penalty in the Consent Judgment is reasonable based on the criteria listed in
16 Health & Safety Code §25249.7(b)(2).

17
18 IT IS SO ORDERED, ADJUDGED AND DECREED.



Kevin C. Brazile

19
20 DATED: 04/06/2026

Kevin C. Brazile / Judge

Judge of the Superior Court

GREENBAUM LAW FIRM
Daniel N. Greenbaum, Esq. (SBN 268104)
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Attorneys for Plaintiff
MOTHERS OVERSIGHT NETWORK
FOR ACTIONABLE RESPONSE
TO CONTAMINANT HARM,
[MONARCH], LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

MOTHERS OVERSIGHT NETWORK FOR)	CASE NO. 24STCV11972
ACTIONABLE RESPONSE TO)	
CONTAMINANT HARM, [MONARCH],)	[PROPOSED] CONSENT JUDGMENT AS
LLC,)	TO DEFENDANT INTORA, INC. dba
)	SPORTSHEETS
Plaintiff,)	
)	Date Filed: May 22, 2025
vs.)	
)	
INTORA, INC. dba SPORTSHEETS, and)	
DOES 1 through 100, Inclusive,)	
Defendant.)	

Plaintiff Mothers Oversight Network for Actionable Response to Contaminant Harm, [MONARCH], LLC (“Plaintiff”), and Intora, Inc. dba Sportsheets (“Defendant”) hereby enter into this Consent Judgment (“Consent Judgment”) as follows:

WHEREAS, on February 6, 2025, Plaintiff, through Plaintiff’s counsel, served a 60 Day Notice (the “Notice”) on Defendant, the California Attorney General, the District Attorneys of every County in the State of California, and the City Attorneys for every City in the State of California with a population greater than 750,000 (collectively, “Public Prosecutor(s)”) alleging that

1 Defendant violated California's Safe Drinking Water and Toxic Enforcement Act of 1986,
2 California Health and Safety Code § 25249.6, *et seq.*, and its implementing regulations
3 (collectively, “Proposition 65”) and that Plaintiff intended to file an enforcement action in the
4 public interest;

5 WHEREAS, Plaintiff alleges in the Notice that Defendant manufactured and/or distributed
6 and/or sold ball gag products such as the “Sincerely, Sportsheets Amber Ball Gag” (collectively the
7 “Covered Products”) that were sold or distributed for sale in California, and further alleges that
8 those Covered Products expose consumers in the State of California to Di-isodecyl Phthalate
9 (DIDP), which is listed by the State of California pursuant to California Health and Safety Code §
10 25249.8;

11 WHEREAS, Plaintiff further alleges persons in the State of California were exposed to
12 DIDP in Covered Products without being provided the Proposition 65 warning set out at California
13 Health and Safety Code § 25249.6 and its implementing regulations (“Proposition 65 Warning”);

14 WHEREAS, Defendant denies the allegations of the Notice, and denies it has violated
15 Proposition 65, and expressly denies it has engaged in any wrongdoing whatsoever;

16 WHEREAS, Plaintiff seeks to provide the public with Proposition 65 warnings and believes
17 this objective is achieved by the actions described in this Consent Judgment; and

18 WHEREAS, Plaintiff and Defendant wish to resolve their differences without the delay and
19 expense of litigation;

20 NOW THEREFORE BE IT RESOLVED AND AGREED UPON AS BETWEEN
21 PLAINTIFF ACTING IN THE PUBLIC INTEREST AND DEFENDANT AS FOLLOWS:

22
23 **1. INTRODUCTION**

24 **1.1 Parties.** This Consent Judgment is entered into by and between Plaintiff and
25 Defendant. Plaintiff and Defendant are referred to individually as a “Party” and collectively as the
26 “Parties.”)

27 **1.2 Plaintiff.** Mothers Oversight Network for Actionable Response to Contaminant
28 Harm, [MONARCH], LLC (“Plaintiff”), is a California limited liability corporation that seeks to

1 promote awareness of exposures to toxic chemicals and improve human health by reducing or
2 eliminating hazardous substances contained in consumer products.

3 **1.3 Settling Defendant.** Defendant employs ten (10) or more persons and is a person in
4 the course of doing business for purposes of Proposition 65.

5 **1.4 Covered Products.** The products covered by this Consent Judgment are ball gag
6 products, including, but not limited to, “Sincerely, Sportsheets Amber Ball Gag,” that are
7 manufactured, sold, or distributed for sale in California by Defendant.

8 **1.5 General Allegations.** Plaintiff alleges that Defendant manufactures, imports, sells,
9 or distributes, for sale in California, the Covered Products containing DIDP without first providing
10 a clear and reasonable warning required by Proposition 65. DIDP is a chemical listed under
11 Proposition 65 as a chemical known to the state to cause reproductive toxicity.

12 **1.6 Notice of Violation.** On February 6, 2025, Plaintiff served Defendant and the
13 requisite public enforcement agencies with the Notice alleging Defendant violated Proposition 65
14 when it failed to warn its customers and consumers in California that the Covered Products expose
15 users to DIDP. To the best of the Parties’ knowledge, no public enforcer has commenced and is
16 diligently prosecuting the allegations set forth in the Notice.

17 **1.7 Complaint.** On May 22, 2025, Plaintiff filed the instant complaint in the Superior
18 Court in and for the County of Los Angeles against Defendant and DOES 1-100, alleging violations
19 of California Health & Safety Code § 25249.6, based on exposures to DIDP contained in the
20 Covered Products sold in the State of California (the “Complaint”).

21 **1.8 No Admission.** Defendant denies the material, factual, and legal allegations
22 contained in the Notice and Complaint and maintains that all the products it has manufactured, sold,
23 or distributed for sale in California, including the Covered Products, have been, and are, in
24 compliance with all laws. Nothing in this Consent Judgment shall be construed as an admission by
25 Defendant of any fact, finding, conclusion of law, issue of law, or violation of law; nor shall
26 compliance with this Consent Judgment constitute or be construed as an admission by Defendant of
27 any fact, finding, conclusion of law, issue of law, or violation of law, the same being specifically
28

1 denied by Defendant. This section shall not, however, diminish or otherwise affect Defendant's
2 obligations, responsibilities, and duties under this Consent Judgment.

3 **1.9 Consent to Jurisdiction.** For purposes of this Consent Judgment only and subject to
4 Section 1.8, the Parties stipulate that: this Court has jurisdiction over Defendant as to the allegations
5 in the Complaint, venue is proper in the County of Los Angeles, the Defendant has employed ten or
6 more persons during time periods relevant to the Complaint, and this Court has jurisdiction over the
7 Parties to enter and enforce the provisions of this Consent Judgment pursuant to Proposition 65.

8 **1.10 Effective Date.** For purposes of this Consent Judgment, the term "Effective Date"
9 shall mean the date this Consent Judgment is approved and entered by the Court.

10 **2. INJUNCTIVE RELIEF: COMPLIANT PRODUCTS AND WARNINGS**

11 **2.1 Warning Standards on Covered Products.**

12 (a) Defendant agrees, promises, and represents that, as of the Effective Date, to the
13 extent it ships or sells Covered Products into California, Defendant will either:

- 14 (1) provide the Section 2.1(b) warning on each Covered Product, or
- 15 (2) cease offering the Covered Products without a Section 2.1(b) warning for sale
16 in California unless the accessible components of Covered Products contain DIDP in
17 concentrations less than or equal to 1000 parts per million ("ppm") when analyzed with a
18 testing methodology selected by Defendant that is acceptable to federal or state agencies for
19 the purpose of determining the DIDP content in a solid substance, and suitable for the
20 material being tested. As used in this section, "accessible component" means a component
21 of an intact Covered Product that can be touched by a consumer during intended and
22 reasonable consumer use of the product.

23 (b) The warnings required by Section 2.1(a) shall be provided in a conspicuous and
24 prominent manner in accordance with Prop 65 regulations, such that they will be likely to be read or
25 seen by the consumer prior to or at the time of the sale or purchase. One of the alternative warning
26 forms set forth below shall be required for each Covered Product that does not meet the exception
27 provided in Section 2.1(a)(2):

- 28 (1) **Long Form Warning:** the text, "**WARNING:** This product can expose you
to chemicals, including Di-isodecyl Phthalate (DIDP), which are known to the State of

1 California to cause birth defects or other reproductive harm. For more information go to
2 www.P65Warnings.ca.gov.” accompanied by and placed to the right of a symbol consisting
3 of a black exclamation point in a yellow equilateral triangle with a bold black outline sized
4 to be no smaller than the word, “WARNING” as provided by the California Code of
5 Regulations;

6 a. The triangular warning symbol specified in Section 2.1 (b)(1) shall be
7 in yellow with a black exclamation mark; *provided however*, the symbol may be
8 printed in black and white if the Covered Product label is not printed using the color
9 yellow.

10 (2) **Short Form Warning:** the text, “**WARNING: Reproductive Harm –**
11 **www.P65Warnings.ca.gov**.” accompanied by and placed to the right of a symbol consisting
12 of a black exclamation point in a yellow equilateral triangle with a bold black outline sized
13 to be no smaller than the word, “WARNING” as provided by the California Code of
14 Regulations.

15 a. The triangular warning symbol specified in Section 2.1(b)(2) shall be
16 in yellow with a black exclamation mark; *provided however*, the symbol may be
17 printed in black and white if the Covered Product label is not printed using the color
18 yellow.

19 (3) As of January 1, 2028, a short form warning will comply with revised
20 regulations.

21 a. The above two short-form warnings are only valid through December 31,
22 2027. Beginning on January 1, 2028, the following language must be used for the
23 short form warning: “WARNING: Risk of reproductive harm from exposure to Di-
24 isodecyl phthalate (DIDP). See www.P65Warnings.ca.gov.”

25 b. The triangular warning symbol specified in Section 2.1(b)(2) shall be in
26 yellow with a black exclamation mark; *provided however*, the symbol may be printed
27 in black and white if the Covered Product label is not printed using the color yellow.

28 The Parties agree the specifications for Compliant Warnings in this Settlement Agreement
comply with Proposition 65 and its regulations as of the Effective Date.

1 **2.2 Internet Warnings.** For any Covered Product sold over the internet to consumers
2 with California address or for delivery to a California address, the Warning, if required, shall appear
3 prior to check-out on the primary product page, or as a pop-up when a California address is input
4 into the shipping instructions, or on the check-out page when a California delivery address is
5 indicated for any purchase of any Covered Product.

6 The Warning may be provided with a conspicuous hyperlink stating “WARNING” in
7 all capital and bold letters so long as the hyperlink goes directly to a page prominently displaying
8 the Warning without content that detracts from the Warning.

9 Defendant will instruct any third-party website sellers, who are direct customers of
10 Defendant and are known to Defendant at the time of sale by Defendant to be online sellers of
11 Covered Products containing more than 1,000 ppm of DIDP in accessible components, to provide
12 Warnings as a condition of selling the Covered Product to purchasers with California addresses or
13 for whom products are to be delivered to a California address.

14 **2.3 Language Other Than English Warnings.** If the consumer information on the
15 product is in a language other than English, the required Warning Label will also be included in that
16 same language.

17 **2.4 Covered Products in the Stream of Commerce.** Any Covered Products produced,
18 distributed, shipped, or sold by Defendant prior to the Effective Date shall not be subject to Sections
19 2.1-2.3 requirements.

20 **3. MONETARY RELIEF**

21 **3.1 Payment from Defendant.** Within ten (10) business days of the Effective Date,
22 Defendant shall make the Total Settlement Payment of \$17,500.00 as follows:

23 **3.2 Allocation of Payments.** The Total Settlement Payment shall be paid in three (3)
24 separate checks made payable and allocated as follows:

25 **3.2.1 Civil Penalty.** Defendant shall pay \$3,500.00 as a civil penalty pursuant to
26 Health & Safety Code § 25249.7(b). The civil penalty shall be apportioned in
27 accordance with Health & Safety Code § 25249.12 (25% to Plaintiff and 75%
28 to the State of California’s Office of Environmental Health Hazard
Assessment (“OEHHA”). Accordingly, the OEHHA portion of the civil

1 penalty payment of \$2,625.00 shall be made payable to OEHHA and
2 associated with taxpayer identification number 68-0284486. This payment
3 with Form 1099 shall be delivered as follows:

4 For United States Postal Service Delivery:

5 Fiscal Operations Branch Chief
6 Office of Environmental Health Hazard Assessment
7 P.O. Box 4010, MS #19B
8 Sacramento, CA 95812-4010

9
10 For Non-United States Postal Service Delivery:

11 Fiscal Operations Branch Chief
12 Office of Environmental Health Hazard Assessment
13 1001 I Street, MS #19B
14 Sacramento, CA 95814

15
16 Plaintiff's portion of the civil penalty payment of \$875.00 shall be made payable to
17 MONARCH, LLC and associated with taxpayer identification number 88-0835494. This payment
18 shall be delivered with Form 1099 to MONARCH, 573 N Olive Street, Ventura, CA 93001.

19 **3.2.2 Attorney's Fees and Costs.** A reimbursement of MONARCH's attorney's
20 fees and costs in the amount of \$14,000.00 payable to "Greenbaum Law Firm," and associated with
21 taxpayer identification number 46-4580172. This payment shall be delivered, with Form 1099, to
22 the Greenbaum Law Firm, 7120 Hayvenhurst Ave, Suite 320, Van Nuys, CA 91406.

23 **4. CLAIMS COVERED AND RELEASED**

24 **4.1 Public Release.** This Consent Judgment is a full, final, and binding resolution
25 between Plaintiff and Defendant of any violation of Proposition 65 that was or could have been
26 asserted by Plaintiff, acting on behalf of itself and in a representative capacity in the public interest
27 under Health & Safety Code § 25249.7, against Defendant, its parents, subsidiaries, affiliated
28 entities, manufacturers, suppliers, directors, officers, employees, attorneys, and the predecessors,
successors, or assigns of each of them, and each entity to whom Defendant directly or indirectly

1 exports, distributes or sells the Covered Products, including, without limitation, distributors,
2 wholesalers, customers, retailers, franchisees, cooperative members, and licensees, including but
3 not limited to The Pleasure Chest (“Releasees”), based on failure to warn of alleged exposures to
4 DIDP from Covered Products manufactured, sold, or distributed for sale in California by Defendant,
5 directly or indirectly, prior to the Effective Date. The release in this Section applies to all Covered
6 Products that were manufactured, distributed, or sold prior to the Effective Date, regardless of the
7 date any other Releasee distributes or sells the Covered Products.

8 Compliance with the terms of this Consent Judgment shall constitute compliance with
9 Proposition 65 by Defendant and the Releasees with respect to DIDP in Covered Products
10 manufactured, sold, or distributed on and after the Effective Date, except that this release shall not
11 apply to any third party website sellers of the Covered Products that are instructed by Defendant to
12 provide an online warning and fail to do so.

13 **4.2 Plaintiff’s Individual Release of Claims.** In further consideration of the promises
14 and agreements herein contained, Plaintiff, on its own behalf and on behalf of its past and current
15 agents, employees, representatives, attorneys, successors, and/or assignees, hereby waives all rights
16 to institute or participate in, directly or indirectly, any form of legal action, and releases all claims
17 that it may have against Defendant and Releasees, including, without limitation, all actions and
18 causes of action, suits, liabilities, demands, obligations, damages, costs, fines, penalties, losses, or
19 expenses, including, without limitation, investigation fees, expert fees, and attorneys’ fees arising
20 under Proposition 65 for unwarned exposures to DIDP from Covered Products manufactured, sold,
21 or distributed for sale by Defendant, directly or indirectly, prior to the Effective Date. The releases
22 in Section 4.1 are provided in Plaintiff’s individual capacity and are not releases on behalf of the
23 public.

24 **4.3 Defendant’s Release of Plaintiff.** Defendant, on its own behalf and on behalf of its
25 past and current agents, representatives, attorneys, successors, and assignees, hereby waives any and
26 all claims that it may have against Plaintiff and its attorneys and other representatives, for any and
27 all actions taken, or statements made by Plaintiff and its attorneys and other representatives in the
28

1 course of investigating the claims set forth in the Complaint or otherwise seeking to enforce
2 Proposition 65 against it in this matter.

3 **4.4 Release of Unknown Claims.** It is possible that other claims not known to one or
4 more of the Parties arising out of the facts contained in the Notice, or alleged in the Complaint,
5 relating to the Covered Products, will hereafter be discovered or developed. Plaintiff, on behalf of
6 itself only, acknowledges that this Consent Judgment is expressly intended to cover and include all
7 such claims through and including the Effective Date, including all rights of action therefor.
8 Plaintiff acknowledges that the claims released in Section 4.1 may include unknown claims, and
9 nevertheless Plaintiff intends to release such claims, and in doing so waives California Civil Code §
10 1542, which reads as follows:

11 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE**
12 **CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR**
13 **AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM**
14 **OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT**
15 **WITH THE DEBTOR.**

16 Plaintiff understands and acknowledges that the significance and consequence of this waiver
17 of California Civil Code § 1542 is that, even if Plaintiff suffers future damages arising out of or
18 resulting from, or related directly or indirectly to, in whole or in part, the Covered Products,
19 including but not limited to any exposure to, or failure to warn with respect to exposure to, the
20 Covered Products, Plaintiff will not be able to make any claim for any such violation, loss, harm, or
21 damages against Defendant or any of the Releasees.

22 **5. COURT APPROVAL.** This Consent Judgment is not effective until it is approved and
23 entered by the Court.

24 **6. GOVERNING LAW.** The terms of this Consent Judgment shall be governed by the laws of
25 the State of California and apply within the State of California. In the event that Proposition 65 is
26 repealed or is otherwise rendered inapplicable by reason of law generally, or as to the Covered
27 Products, then Defendant may provide written notice to Plaintiff of any asserted change in the law,
28 and may move to modify this Agreement. None of the terms of this Consent Judgment shall have
any application to Covered Products sold outside of the State of California.

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

5 To Defendant:

6 Paul S. Rosenlund, Esq.

7 Duane Morris LLP

8 One Market Plaza, Suite 2200

9 San Francisco, CA 94105-1127

To MONARCH:

Daniel N. Greenbaum

Greenbaum Law Firm

7120 Hayvenhurst Ave., Suite 320

Van Nuys, CA 91406

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

12 **8. COUNTERPARTS, FACSIMILE AND PDF SIGNATURES.** This Consent Judgment
13 may be executed in counterparts, and by facsimile or electronic or portable document format (PDF)
14 signature, each of which shall be deemed an original, and all of which, when taken together, shall
15 constitute the same document.

16 **9. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(f).** Plaintiff agrees to
17 comply with the reporting form requirements referenced in California Health & Safety Code §
18 25249.7(f).

19 **10. POST EXECUTION ACTIVITIES.** The Parties acknowledge that, pursuant to California
20 Health & Safety Code § 25249.7(f), Plaintiff is obligated to file a noticed motion to obtain judicial
21 approval of this Consent Judgment. Upon the Parties' execution of this Consent Judgment, Plaintiff
22 promptly shall proceed to submit this Consent Judgment to the Court with a motion seeking Court
23 approval.

24 **11. MODIFICATION.** This Consent Judgment may only be modified by a written instrument
25 executed by the Party or Parties to be bound thereby, and after approval by the Court upon a noticed
26 motion. Any motion to modify shall be served on all Parties and the Office of the Attorney General.

27 **12. DISPUTE RESOLUTION.** If Plaintiff determines at a future date that a violation of this
28 Consent Judgment has occurred, Plaintiff shall provide notice to Defendant. Prior to bringing any
action to enforce any requirement of this Consent Judgment, the Party alleging a violation of this

1 Consent Judgment shall provide the other Party with written notice of the grounds for such
2 allegation together with all supporting information as well as a complete demand for the relief
3 sought. The Parties shall then meet and confer regarding the basis for the allegation to resolve the
4 matter informally, including providing the party alleged to be in violation with a reasonable
5 opportunity of at least thirty (30) days to cure any alleged violation. Should such an attempt at
6 informal resolution fail, the party alleging a violation may file its lawsuit seeking the proposed
7 relief.

8 **13. AUTHORIZATION.** The undersigned are authorized to execute this Consent Judgment on
9 behalf of their respective Parties and have read, understood, and agree to all of the terms and
10 conditions of this Consent Judgment.

11
12 AGREED TO:

AGREED TO:

13
14 Date: Mar 4, 2026

Date: 03/02/2026

15
16 By: *Sayward Halling*
Sayward Halling (Mar 4, 2026 07:06:55 PST)

By: *Boris Kostadinov*

17 MONARCH, LLC

INTORA, INC.

1 **PROPOSED** JUDGMENT

2 Please note that on March 26, 2026 at 8:30 a.m., Plaintiff MONARCH's Motion for Court
3 Approval of Settlement Agreement and Entry of consent Judgment as to Defendant Intora, Inc. came
4 for a hearing before this Court in Department 020, the Honorable Kevin C. Brazile presiding.

5 Counsel for Plaintiff did [not] appear.

6 Counsel for Defendant did [not] appear.

7 After full consideration of the points and authorities and related pleadings submitted, the Court
8 GRANTED Plaintiff's Motion pursuant to and in accordance with Health and Safety Code
9 §25249.7(f)(4).

10 The Court reviewed the above Settlement Agreement and makes the following findings
11 pursuant to Health & Safety Code § 25249.7(f)(4):

12 a. The injunctive relief required by the Settlement Agreement complies with Health &
13 Safety Code § 25249.7;

14 b. The reimbursement of fees and costs to be paid pursuant to the Settlement Agreement
15 is reasonable under California law; and

16 c. The civil penalty amount to be paid pursuant to Settlement Agreement is reasonable.

17
18
19 04/06/2026

20 _____
Date



Kevin C. Brazile

Kevin C. Brazile / Judge

Judge of the Superior Court