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Attorneys for Defendants,
INTORA, INC.; and
BARNABY LTD., LLC d/b/a BABELAND

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA**

CA CITIZEN PROTECTION GROUP,
LLC,

Plaintiff,

v.

INTORA, INC.; BARNABY LTD, LLC
doing business as BABELAND; and
DOES 1 to 50,

Defendants.

Case No.: 24CV075611

(Assigned for All Purposes to:
Hon. Peter Borkon – Dept. 15)

**[PROPOSED] STIPULATED
CONSENT JUDGMENT;
[PROPOSED] ORDER**

[California Health & Safety Code,
sections 25249.5 *et seq.*]

Complaint Filed: May 15, 2024
Trial Date: March 16, 2026

STIPULATED CONSENT JUDGMENT

Plaintiff CA CITIZEN PROTECTION GROUP, LLC (“Plaintiff” or “CCPG”) and
Defendant INTORA, INC. (“INTORA”) hereby enter into this Stipulated Consent Judgment
(this “Consent Judgment”) as follows:

1 WHEREAS, on or about May 16, 2023, CCPG served a Sixty-Day Notice of Intent to
2 Sue for Violations of the Safe Drinking Water and Toxic Enforcement Act of 1986 upon
3 Defendant INTORA, and Defendant Barnaby Ltd, LLC doing business as Babeland
4 (“BARNABY”, and together with Defendant INTORA, collectively referred to herein as the
5 “Defendants” and each a “Defendant”), the California Attorney General, the District Attorneys
6 of every County in the State of California, and the City Attorneys for every City in the State of
7 California with a population greater than 750,000 (collectively, “Public Prosecutors”), alleging
8 that Defendants violated California’s Safe Drinking Water and Toxic Enforcement Act of
9 1986, California Health and Safety Code (“HSC”) § 25249.5, *et seq.*, and its implementing
10 regulations (collectively, “Proposition 65”) and that CCPG intended to file an enforcement
11 action against Defendants and other noticed parties in the public interest (the “Notice”);

12 WHEREAS, CCPG alleges that Defendants manufactured, imported, distributed, sold
13 and/or offered for sale in California the following “Covered Product”: Clear Cuffs Yellow,
14 Item: PB4527, UPC: 646709045272.

15 WHEREAS, CCPG alleged in the Notice that persons in the State of California were
16 exposed to Di(2-ethylhexyl) Phthalate (“DEHP”) in the Covered Product without being
17 provided the Proposition 65 warning set out at California Health and Safety Code § 25249.6
18 and its implementing regulations (“Proposition 65 Warning”);

19 WHEREAS, Defendants deny the allegations of the Notice, deny that they have
20 violated Proposition 65, and deny that they have engaged in any wrongdoing whatsoever;

21 WHEREAS, on May 15, 2024, Plaintiff filed a Complaint against Defendants for civil
22 penalties, injunctive relief and reimbursement of its reasonable attorneys’ fees and costs (the
23 “Complaint”) in Alameda County Superior Court, pending as Case No. 24CV075611 (the
24 “Action”). CCPG contends in the Complaint that Defendants knowingly and intentionally
25 exposed California consumers to DEHP, a substance known to cause cancer and birth defects
26 or other reproductive harm, through the sale of the Covered Product; and

27 WHEREAS, Plaintiff and Defendants wish to resolve their differences without the
28 delay and expense of prolonged litigation in the Action.

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

3 1. INTRODUCTION

4 1.1. On May 16, 2023, Plaintiff served Defendants and Public Prosecutors with the
5 Notice alleging that Defendants violated Proposition 65 when they failed to warn consumers
6 that the Covered Product exposes consumers to DEHP in violation of Proposition 65.

7 1.2. No Public Prosecutor commenced nor is diligently prosecuting the allegations
8 set forth in the Notice.

9 1.3. Defendant INTORA employs ten (10) or more persons.

10 1.4. For the purposes of this Consent Judgment and litigation, Plaintiff alleges that
11 Defendant INTORA is a person in the course of doing business.

12 1.5. Consent to Jurisdiction. For purposes of this Consent Judgment only, Plaintiff
13 and Defendant INTORA (each a "Party, and collectively, the "Parties") stipulate that (1) this
14 Court has jurisdiction over the allegations of violations contained in the Complaint, and
15 personal jurisdiction over Defendants as to the acts alleged in the Complaint; (2) venue is
16 proper in the County of Alameda for the Action; and (3) this Court has jurisdiction to approve,
17 enter and oversee the enforcement of this Consent Judgment as a full and final binding
18 resolution of all claims which were or could have been raised in the Complaint based on the
19 facts alleged therein with respect to the Covered Product, and of all claims which were or
20 could have been raised by any person or entity based on or arising from the facts alleged in the
21 Notice or the Action with respect to Covered Product (collectively, "Proposition 65 Claims").

22 1.6. The Parties enter into this Consent Judgment as a full and final settlement of the
23 Proposition 65 Claims, for the purpose of avoiding prolonged and costly litigation, and
24 resolving the issues raised therein. By executing and agreeing to the terms of this Consent
25 Judgment, the Parties do not admit any fact, conclusion of law, or violation of law, nor shall
26 Defendant INTORA's compliance with this Consent Judgment be construed as an admission
27 by Defendant INTORA of any fact, conclusion of law, or violation of law. Defendant
28

1 INTORA denies the material, factual, and legal allegations in the Notice and the Complaint,
2 and denies any wrongdoing whatsoever.

3 1.7. No Effect on Future Proceedings. Except as expressly set forth herein, nothing
4 in this Consent Judgment shall prejudice, waive or impair any right, remedy, argument, claim
5 or defense the Parties may have in any other or future legal proceedings which do not arise out
6 of the Action.

7 8 **2. CERTAIN DEFINITIONS**

9 2.1. "Effective Date" shall mean the date the Consent Judgment has been approved
10 and entered by the Court.

11 2.2. "Covered Product" shall mean all different colors, sizes and packaging of the
12 following product: Clear Cuffs Yellow, Intora Item: PB4527.

13 14 **3. INJUNCTIVE RELIEF: REFORMULATION AND WARNINGS**

15 3.1. Reformulation of Covered Product. As of the Effective Date, Covered Product
16 that Defendants directly manufacture, import, distribute, sell, or offer for sale in California
17 shall either: (a) be Reformulated Products pursuant to Section 3.2, below; or (b) be labeled
18 with a clear and reasonable warning pursuant to Sections 3.3 and 3.4, below.

19 3.1.1 For purposes of this Consent Judgment, a "Reformulated Product(s)" is a
20 Covered Product(s) that is/are in compliance with the standard set forth in Section 3.2 below.


21 3.1.2 The warning requirement set forth in Sections 3.3 and 3.4 shall not apply
22 to any Reformulated Product(s).

23 3.2. Reformulation Standard. "Reformulated Product(s)" shall mean Covered
24 Product(s) that contain concentrations less than or equal to 0.1% (1,000 parts per million
25 (ppm)) of DEHP in accessible surfaces of intact products that can be touched by humans
26 during normal and intended use, when analyzed pursuant to U.S. Environmental Protection
27 Agency testing methodologies 3580A and 8270C or other methodology utilized by federal or
28


1 state government agencies for the purpose of determining the phthalate content in a solid
2 substance.

3 3.3. Clear and Reasonable Warning. As of the Effective Date, and continuing
4 thereafter, a clear and reasonable exposure warning as set forth in this Section 3.3 and Section
5 3.4 must be provided for all Covered Product that Defendant INTORA manufacturers,
6 imports, distributes, sells, or offers for sale in California that is not a Reformulated Product.
7 There shall be no obligation for Defendant INTORA to provide a warning for Covered Product
8 that enters the stream of commerce prior to the Effective Date. INTORA shall not be deemed
9 to sell or offer for sale a product in California when INTORA's direct customer is not a person
10 or entity who provides a California address for sale and shipping purposes. The warning shall
11 consist of either the Warning or Alternative Warning described in subsections 3.3(a) or (b)
12 below, respectively:

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

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

19 (b) **Alternative Warning**: Defendants may, but are not required to, use the
20 alternative short-form warning as follows:

21  **WARNING: Risk of cancer and reproductive harm from exposure to**
22 **Di(2-ethylhexyl) Phthalate (DEHP) – See www.P65Warnings.ca.gov.**

23 Any warning may use the words "CA WARNING:" or "CALIFORNIA
24 **WARNING:**" in place of the word "**WARNING:**".

25 3.4. A **Warning** or **Alternative Warning** provided pursuant to Section 3.3 must print
26 the word "**WARNING:**" in all capital letters and in bold font, followed by a colon. The
27 warning symbol to the left of the word "**WARNING:**" must be a black exclamation point in a
28 yellow equilateral triangle with a black outline, except that if the sign or label for the Covered

1 Product does not use the color yellow, the symbol may be in black and white. The symbol
2 must be in a size no smaller than the height of the word “**WARNING**”. The warning shall be
3 affixed to or printed on the Covered Product’s packaging or labeling, or on a placard, shelf tag,
4 sign or electronic device or automatic process, providing that the warning is displayed with
5 such conspicuousness, as compared with other words, statements, or designs as to render it
6 likely to be read and understood by an ordinary individual under customary conditions of
7 purchase or use. A warning may be contained in the same section of the packaging, labeling,
8 or instruction booklet that states other safety warnings, if any, concerning the use of the
9 Covered Product and shall be at least the same size as those other safety warnings.

10 3.5. Internet Sales. In addition to affixing the warning or alternative warning as
11 provided for above, to the Covered Product’s packaging or labeling, the warning or alternative
12 warning shall be posted on websites where Defendant INTORA offers products for sale to
13 consumers in California. The requirements of this Section shall be satisfied if the warning or
14 alternative warning, or a clearly marked hyperlink using the word “**WARNING**” or
15 “**CALIFORNIA WARNING**,” appears on the product display page, or by otherwise
16 “prominently displaying” the warning to the purchaser prior to completing the purchase. For
17 purposes of this subsection, a warning is not “prominently displayed” if the purchaser must
18 search for it in the general content of the website.

19 3.6. Language Other than English. Where the label or packaging of the Covered
20 Product used to provide a warning includes consumer information about the Covered Product
21 in a language other than English, the warning must also be provided in that language in
22 addition to English.

23 3.7. Compliance with Warning Regulations. Defendant INTORA shall be deemed to
24 be in compliance with the warning requirements of this Consent Judgment by adhering to
25 Section 3, as applicable, of this Consent Judgment or by complying with any of the safe harbor
26 warning requirements applicable to the Covered Product and chemical at issue as set forth in
27 the regulations of the State of California’s Office of Environmental Health Hazard Assessment
28 (“OEHHA”) and in effect after the Effective Date.

1 **4. MONETARY RELIEF**

2 4.1. Total Amount of Settlement. In full satisfaction of all civil penalties and
3 CCPG's attorney's fees, expert fees and all other costs and expenses incurred, including,
4 without limitation, pursuant to California Code of Civil Procedure § 1021.5, with respect to
5 the Action and the Covered Product, Defendant INTORA shall pay the total settlement amount
6 of Twenty-Seven Thousand Seven Hundred Fifty Dollars (\$27,750), apportioned as follows.

7 4.1.1 Civil Penalty. Of the settlement amount, Defendant INTORA shall pay One
8 Thousand Dollars (\$1,000) as a civil penalty pursuant to HSC § 25249.7(b), to be apportioned in
9 accordance with HSC § 25192, with 75% of these funds (\$750) payable to OEHHA and the remaining
10 25% of the funds (\$250) payable to "Khansari Law Corporation - Trust Account" in trust for CCPG as
11 provided by HSC § 25249.12(d).

12 4.1.2 Attorneys' Fees and Costs. Of the settlement amount, Defendant
13 INTORA shall pay Twenty-Six Thousand Seven Hundred Fifty Dollars (\$26,750) as
14 reimbursement of CCPG's attorney's fees and costs incurred in the Action payable to
15 "Khansari Law Corporation – Trust Account".

16 4.2. Delivery of Settlement Payments. The Settlement payments called for in Section
17 4.1 shall be made within ten (10) days of the Effective Date as follows:

18 4.2.1. Defendant INTORA's payment of the civil penalty to OEHHA shall be
19 delivered by United States Mail directly to OEHHA (with an electronic copy emailed to
20 andre@khansarilaw.com) at the following address or such other address as updated by OEHHA
21 at the time of payment:

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

27 4.2.2. Defendant INTORA's payment of the civil penalty to CCPG and for
28 CCPG's attorney's fees and costs shall be delivered via electronic wire (wire instructions to be

provided by CCPG upon request), or check via tracked overnight mail, or to the following address:

Andre A. Khansari, Esq.
KHANSARI LAW CORPORATION
Warner Center Towers
21650 Oxnard Street, Suite 1540
Woodland Hills, CA 91367

**5. CLAIMS COVERED, RELEASE AND DISMISSAL OF DEFENDANT
BARNABY**

5.1. Plaintiff's Private Release. CCPG, acting on its own behalf and on behalf of each of its past, current, and future agents, owners, principals, shareholders, officers, directors, employees, parents, subsidiaries, successors, assigns, and legal representatives (collectively referred to as "CCPG Releasers") fully releases and waives any right to participate (directly or indirectly) in any litigation against the Defendants (namely INTORA and/or BARNABY), and (a) each of their respective equity owners, parents, subsidiaries, affiliates, sister and related companies, (b) each of their upstream suppliers and all downstream entities in the stream of commerce including but not limited to distributors, wholesalers, customers, retailers, franchisees, cooperative members, and licensees, and (c) the employees, shareholders, officers, directors, members, managers, equity owners, insurers, attorneys, predecessors, successors, and assigns of any of the entities identified in subsections (a) and (b) (Defendants and the entities identified in subsections (a), (b) and (c) above collectively referred to as "Released Parties"), from all claims, actions, suits, demands, liabilities, damages, penalties, fees (including but not limited to attorneys' fees, investigator fees, and expert fees), costs, and expenses (collectively referred to as "Claims") that have been brought, or which could have been brought, in the Action, whether known or unknown, suspected or unsuspected, up to and including the Effective Date.

5.2. Plaintiff's Public Release. Plaintiff on behalf of itself, and in its representative capacity in the public interest under Health & Safety Code Section 25249.7, hereby releases and discharges the Released Parties from any and all Claims, actions, causes of action, suits,

1 demands, liabilities, damages, penalties, fees (including but not limited to attorneys' fees,
2 investigator fees, and expert fees), costs and expenses asserted, or that could have been
3 asserted with respect to any alleged violation of Proposition 65 arising from the failure to
4 provide Proposition 65 warnings about exposures to DEHP from any Covered Product
5 produced, imported, sold, offered for sale, or otherwise put into the stream of commerce,
6 through and including the Effective Date.

7 5.3. Release of Unknown Claims. It is possible that other claims not known to the
8 Parties arising out of the facts contained in the Notice or alleged in the Complaint relating to
9 the Covered Product will hereafter be discovered. Plaintiff, on behalf of itself only, on the one
10 hand, and Defendants, on the other hand, acknowledge that this Consent Judgment is expressly
11 intended to cover and include all such claims through and including the Effective Date,
12 including all rights of action thereon. Plaintiff and Defendants acknowledge that the claims
13 released in Sections 5.1 and 5.2 may include unknown claims, and nevertheless intend to
14 release such claims, and in doing so waive California Civil Code § 1542 which reads as
15 follows:

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

23 Plaintiff understands and acknowledges that the significance and consequence of this
24 waiver of California Civil Code § 1542 is that even if Plaintiff suffers future damages arising
25 out of, resulting from, or related to the Covered Product, Plaintiff will not be able to make any
26 claim for those damages against any of the Released Parties except as permitted under this
27 Consent Judgment.
28

1 5.4. Compliance by Defendants with the terms of this Consent Judgment shall
2 constitute compliance with Proposition 65 with respect to exposure to DEHP in the Covered
3 Product as set forth in the Notice and/or the Complaint.

4 5.5. Release of Plaintiff. Defendants waive any and all claims against Plaintiff, its
5 attorneys, and representatives, for any and all actions taken, or statements made (or those that
6 could have been taken or made) by Plaintiff and its attorneys and other representatives,
7 whether in the course of investigating claims or otherwise seeking enforcement of Proposition
8 65 arising out of or related to the Notice and/or the Action.

9 5.6. Dismissal of Defendant BARNABY. If Defendant BARNABY provides a
10 written agreement to Plaintiff that it will pay its own legal fees and costs (via attorney
11 representation from its counsel suffices), and waives and right to demand reimbursement of
12 same, Plaintiff shall dismiss the Complaint with prejudice as to Defendant BARNABY
13 promptly after the Effective Date of this Consent Judgment.

14
15 **6. COMPLIANCE WITH HEALTH AND SAFETY CODE SECTION 25249.7(f)**

16 Plaintiff and its attorneys agree to comply with the reporting form requirements
17 referenced in California Health and Safety Code § 25249.7(f).

18
19 **7. NOTICE.**

20 When any Party is entitled to receive any notice or writing under this Consent
21 Judgment, the notice or writing shall be sent by first class certified mail with return receipt
22 requested with a courtesy copy via email, or by electronic mail, as follows:

23 To Defendant INTORA:

24 Paul S. Rosenlund
25 Duane Morris LLP
26 Spear Tower, One Market Plaza, Ste. 2200
27 San Francisco, CA 94105-1127
28 Tel.: (415) 957-3000
 Email: psrosenlund@duanemorris.com

1
2 To Plaintiff:

3 Andre A. Khansari, Esq.
4 KHANSARI LAW CORPORATION
5 21650 Oxnard Street, Suite 1540
6 Woodland Hills, California 91367
7 Tel.: (818) 650-6444
8 Email: Andre@Khansarilaw.com

9 7.1. Any party may modify the person and address to whom the notice is to be sent
10 by sending the other Party notice that is transmitted in the manner set forth in Section 7.1
11 above.

12 8. **COURT APPROVAL.** Upon execution of his Consent Judgment by all Parties,
13 Plaintiff shall prepare and file a Motion for Approval of this Consent Judgment, and any
14 related or required ancillary documents. This Consent Judgment shall not become effective
15 until approved and entered by the Court. If this Consent Judgment is not entered by the Court,
16 it shall be of no force or effect and shall not be introduced into evidence or otherwise used in
17 any proceeding for any purpose.

18 9. **GOVERNING LAW AND CONSTRUCTION.** The terms of this Consent Judgment
19 shall be governed by the laws of the State of California.

20
21 10. **ENTIRE AGREEMENT**

22 10.1. This Consent Judgment contains the sole and entire agreement and
23 understanding of the Parties with respect to the entire subject matter hereof, and any and all
24 prior discussions, negotiations, commitments, or understandings related thereto, if any, are
25 hereby incorporated into this Consent Judgment.

26 10.2. There are no warranties, representations, or other agreements between the Parties
27 except as expressly set forth herein. No representations, oral or otherwise, express or implied,
28

1 other than those specifically referred to in this Consent Judgment have been made by the
2 Parties.

3 10.3. No other agreements not specifically contained or referenced herein, oral or
4 otherwise, shall be deemed to exist or to bind any of the Parties. Any agreements specifically
5 contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind any of the
6 Parties only to the extent that they are expressly incorporated herein.

7 10.4. No supplementation, modification, waiver, or termination of this Consent
8 Judgment shall be binding unless executed in writing by the Party to be bound and approved
9 and ordered by the Court.

10 10.5. No waiver of any of the provisions of this Consent Judgment shall be deemed to
11 constitute a waiver of any of the other provisions of this Consent Judgment whether or not
12 similar, nor shall such waiver constitute a continuing waiver.

13
14 **11. RETENTION OF JURISDICTION; ENFORCEMENT OF CONSENT**
15 **JUDGMENT**

16 11.1. This Court shall retain jurisdiction of this matter to implement or modify the
17 Consent Judgment.

18 11.2. Only after it complies with Section 11.4 below may any Party, by motion or
19 application for an order to show cause filed with this Court, enforce the terms and conditions
20 contained in this Consent Judgment.

21 11.3. If Defendant INTORA distributes for sale in the State of California, or directly
22 sell in the State of California a Covered Product without a Proposition 65 warning in the
23 future, and subsequently CCPG alleges that any such product fails to qualify as a
24 Reformulated Covered Product (for which CCPG alleges that no warning has been provided),
25 then CCPG shall inform Defendant INTORA in a reasonably prompt manner of CCPG's test
26 results. Defendant INTORA shall, within thirty (30) days following such notice, provide
27 CCPG with testing information, from an independent third-party laboratory demonstrating
28

1 Defendant INTORA's compliance with this Consent Judgment. The Parties shall first attempt
2 in good faith to resolve the matter prior to taking any further legal action with the Court.

3 11.4. Good Faith Attempt to Resolve Disputes. If a dispute arises with respect to any
4 Party's compliance with the terms of this Consent Judgment entered by the Court, the Parties
5 shall meet in person or by telephone and endeavor to resolve the dispute in an amicable
6 manner. No action or motion may be filed in the absence of such a good faith attempt to
7 resolve the dispute beforehand. In the event an action or motion is filed, however, the
8 prevailing party may seek to recover costs and reasonable attorneys' fees for each violation.
9 As used in the preceding sentence, the term "prevailing party" means a party who is successful
10 in obtaining relief more favorable to it than the relief that the other party was amenable to
11 providing during the parties' good faith attempt to resolve the dispute that is the subject of the
12 Action.

13 11.5. No Effect On Other Settlements. Nothing in this Consent Judgment shall
14 preclude Plaintiff from resolving any claim against another entity on terms that are different
15 from those contained in this Consent Judgment.

16 11.6. Execution In Counterparts. This Consent Judgment may be executed in
17 counterparts, each of which shall be deemed to be an original, and all of which, taken together,
18 shall constitute the same document. Execution of the Consent Judgment by e-mail, facsimile,
19 or other electronic means, shall constitute legal and binding execution and delivery. Any
20 photocopy of the executed Consent Judgment shall have the same force and effect as the
21 original.

22 11.7. Authorization. The undersigned are authorized to stipulate to, enter into, and
23 execute this Consent Judgment on behalf of their respective parties, and have read, understood,
24 and agree to all of the terms and conditions of this Consent Judgment.

25
26 12. **DRAFTING.** The terms of this Consent Judgment have been reviewed by the
27 respective counsel for each Party to this settlement prior to its signing, and each Party has had
28 an opportunity to fully discuss the terms with counsel. The Parties agree that, in any

1 subsequent interpretation and construction of this Consent Judgment entered thereon, the terms
2 and provisions shall not be construed against any Party.

3
4 13. **MODIFICATION.** This Consent Judgment may be modified only by further written
5 stipulation of the Parties and the approval of the Court or upon the granting of a motion
6 brought to the Court by either Party.

7
8 14. **ATTORNEY'S FEES**

9 14.1 Except as explicitly provided herein each Party is to bear its own fees and costs
10 with respect to the Action. A Party, however, who unsuccessfully brings or contests an action
11 or proceeding arising out of this Consent Judgment shall be required to pay the prevailing party's
12 reasonable attorney's fees and costs.

13 14.2 Nothing in this Section 14 shall preclude a Party from seeking an award of
14 sanctions pursuant to law.

15
16 15. **SEVERABILITY.** If subsequent to Court approval of this Consent Judgment, any part
17 or provision is declared by a Court to be invalid, void, or unenforceable, the remaining
18 portions or provisions shall continue in full force and effect.

19 *[Signatures Appear on the Following Page]*
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1 IT IS SO STIPULATED AND AGREED TO:

2
3 CA CITIZEN PROTECTION GROUP, LLC

4 Dated: June 18, 2025

5 By: Tal Ohana
6 Name: Tal Ohana
7 Its: Manager

8 INTORA, INC.

9 Dated: June 17, 2025

10 By: Julie Stewart
11 Name: Julie Stewart
12 Its: CEO

13
14 **ORDER AND JUDGMENT**

15
16 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that, pursuant to Health &
17 Safety Code § 25249.7(f)(4) and Code of Civil Procedure § 664.6, and based upon the Parties'
18 Stipulation, and good cause appearing, this Consent Judgment is approved, and Judgment is
19 hereby entered according to its terms.

20
21
22 Dated: _____

23 Judge of the Superior Court