

1 Laralei S. Paras, State Bar No. 203319
Seven Hills LLP
2 1 Embarcadero Center, Suite 1200
San Francisco, CA 94111
3 Telephone: (415) 926-7247
laralei@sevenhillsllp.com
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5 Attorneys for Plaintiff
BLUE SKY FOREVER
6

7 SUPERIOR COURT OF THE STATE OF CALIFORNIA
8 COUNTY OF MARIN - UNLIMITED CIVIL JURISDICTION

9 BLUE SKY FOREVER,

10 Plaintiff,

11 v.

12 JCONCEPTS, INC.; and DOES 1-30, inclusive,

13 Defendants.
14

Case No. CV0008457

**[PROPOSED] STIPULATED CONSENT
JUDGMENT**

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

15 **1. INTRODUCTION**

16 This Consent Judgment (“**Agreement**”) is entered into by and between JConcepts, Inc.
17 (“**JConcepts**”) and Blue Sky Forever (“**BSF**”) and with JConcepts and BSF referred to, individually,
18 as a “**Party**” and, collectively, as the “**Parties**,” to resolve the allegations in the June 7, 2024 Notice of
19 Violation in compliance with the Safe Drinking Water and Toxic Enforcement Act of 1986, Health &
20 Safety Code § 25249.6 et seq. (“**Proposition 65**”).

21 **1.1 Parties**

22 BSF is a California nonprofit corporation, proceeding in the public interest, pursuant to
23 California Health & Safety Code § 25249.7(d), to ensure chemicals known to the State of California to
24 cause cancer, birth defects or other reproductive harm are either disclosed or eliminated from products
25 sold in California. JConcepts is a “person in the course of doing business,” as defined by Health &
26 Safety Code § 25249.11(b), for purposes of the Safe Drinking Water and Toxic Enforcement Act of
27 1986, Health & Safety Code §§ 25249.5 et seq. (“**Proposition 65**”).
28

1 **1.2 Consumer Product Description**

2 BSF alleges JConcepts manufactures, imports, sells and/or distributes for sale in California the
3 **“Products,”** defined as *JConcepts DR10 Brass Servo Mount Bracket, Part# 2877 UPC 8 45937 02411*
4 *4*, containing the heavy metal, Lead (Pb), without providing the health hazard warning required by
5 Proposition 65. Lead is listed pursuant to Proposition 65 as a chemical known to the State of California
6 to cause cancer and birth defects or other reproductive harm. The definition of “Products” shall also
7 include all similar products manufactured, imported, sold, or distributed for sale in California by
8 JConcepts, which match the definition of a “brass mounting bracket” for radio-controlled toy cars. Such
9 “Products” are composed of brass, and are intended as a mounting implement for toy car accessories,
10 body panels, or mechanical or cosmetic items or component parts of radio-controlled toy cars thereof.

11 **1.3 Notice of Violation**

12 On June 7, 2024, BSF served JConcepts, the California Attorney General, and the requisite
13 public enforcement agencies with a 60-Day Notice of Violation (“**Notice**”), alleging that JConcepts
14 violated Proposition 65 by failing to warn its customers and consumers in California that its Products
15 can expose users to Lead. No public enforcer has commenced and is diligently prosecuting an action
16 to enforce the allegations in the Notice.

17 **1.4 Complaint**

18 On December 5, 2025, BSF commenced the instant action by filing a Complaint
19 (“**Complaint**”), naming JConcepts as a defendant for the alleged violations of Proposition 65 that are
20 the subject of the Notice.

21 **1.5 No Admission**

22 JConcepts denies the material, factual and legal allegations contained in the Notice and
23 Complaint and maintains all products it manufactured, imported, sold and distributed for sale, in or into
24 California, including the Products, have been and are in compliance with all laws. Nothing in this
25 Agreement shall be construed as an admission by JConcepts of any fact, finding, issue of law or
26 violation of law, nor shall compliance with this Agreement constitute or be construed as an admission
27 by JConcepts of any fact, finding, conclusion, issue of law or violation of law. This section shall not,
28 however, diminish or otherwise affect the obligations, responsibilities and duties under this Agreement.

1 **1.6 Jurisdiction**

2 For purposes of this Consent Judgment only, the Parties stipulate: this Court has jurisdiction
3 over JConcepts as to the allegations contained in the Complaint; venue is proper in Marin County; and
4 the Court has jurisdiction to enter and enforce the provisions of this Consent Judgment, pursuant to
5 Proposition 65 and Code of Civil Procedure § 664.6. The parties also stipulate that this Court has
6 jurisdiction to approve, enter, and oversee the enforcement of this Consent Judgment as a full and final
7 binding resolution of all claims which were or could have been raised in the Complaint based on the
8 facts alleged with respect to the Products, and of all claims which were or could have been raised by
9 any person or entity based in whole or in part, directly or indirectly, on the facts alleged in the 60-Day
10 Notice, in the present action, or arising therefrom or related thereto, with respect to all Products,
11 including any Proposition 65 claim arising out of an exposure to Products (collectively, “Proposition
12 65 claims.”)

13 **1.7 Effective Date**

14 For purposes of this Agreement, the term “**Effective Date**” shall mean the date on which the
15 Court approves this Consent Judgment and enters Judgment pursuant to its terms.

16 **2. INJUNCTIVE RELIEF: REFORMULATION, WARNINGS, OR SALES**
17 **DISCONTINUATIONS**

18 **2.1 Commitment to Reformulate or Provide Warnings**

19 Commencing on the Effective Date, and continuing thereafter, JConcepts agrees all Products it
20 manufactures, import, sells or distributes for sale in or into California shall be either: (1) Reformulated
21 Products, in accordance with and as defined by Section 2.2, below; (2) Products bearing a clear and
22 reasonable health hazard warning, pursuant to the Section 2.3; or (3) be discontinued for sale in
23 California. JConcepts represents that it no longer manufactures the JConcepts DR10 Brass Servo
24 Mount Bracket, Part# 2877 UPC 8 45937 02411 at issue, and the last known sale of the JConcepts
25 DR10 Brass Servo Mount Bracket, Part# 2877 UPC 8 45937 02411 by JConcepts, in or into California,
26 occurred in or about July of 2024. To the extent that JConcepts no longer manufactures, sells, or
27 distributes the Products, no reformulation of the Products shall be required as set forth *infra* at Section
28 2.2. JConcepts shall not be required to reformulate Products which it no longer sells or manufactures.

1 **2.2 Reformulation Standard Defined**

2 This section shall only apply to those Products which JConcepts currently sells as of entry of
3 this Agreement (and to the extent JConcepts still sells the Products), or those products JConcepts
4 intends to sell in the future. For purposes of this Agreement, "Reformulated Products" are defined as
5 those Products:

6 (a) the brass alloy from which the Products are made shall have no lead as an intentionally
7 added constituent;

8 (b) the brass alloy from which the Products are made shall have a lead content by weight
9 of no more than 0.01% (100 parts per million, or "100 ppm"); and

10 (b) yielding a test result of no more than 0.5 microgram of Lead on any exterior surface
11 when sampled pursuant to the NIOSH 9100 testing protocol and analyzed pursuant to EPA 3050B and
12 6020A.

13 **2.3 Clear and Reasonable Warnings**

14 Commencing on or before the Effective Date, JConcepts shall provide clear and reasonable
15 warnings for all Products provided for sale to customers in California in accordance with this Section
16 pursuant to Title 27 California Code of Regulations § 25600, et seq. Each warning shall be prominently
17 placed with such conspicuousness as compared with other words, statements, designs, or devices as to
18 render it likely to be read and understood by an ordinary individual under customary conditions before
19 purchase or use and shall be provided in a manner such that it is clearly associated with the specific
20 Product to which the warning applies. The warning requirement stated herein at Sections 2.3, *et seq.*
21 shall only be required as to Products that are manufactured, distributed, marketed, sold, and/or shipped
22 for sale to consumers by JConcepts in the State of California after the Effective Date. No Proposition
23 65 warning shall be required as to any Products that are already in the stream of commerce before the
24 Effective Date and all such Products are hereby deemed to be exempt from Proposition 65 with respect
25 to Lead.

1 California or with nationwide distribution, JConcepts shall provide a warning for each Product both on
2 the Product label in accordance with Section 2.4, and in the catalog in a manner that clearly associates
3 the warning with the *specific* Product being purchased. Any warning provided in a mail order catalog
4 shall be in the same type size or larger than other consumer information provided for the Product within
5 the catalog and shall be provided on the same page and in the same location as the display and/or
6 description of the Product.

7 **2.3.5 Internet Product Warnings.** For all Products sold in or into California through
8 third-party websites over which JConcepts has the ability to control the application of warnings,
9 JConcepts shall provide warnings for each Product, both on the Product label, in accordance with
10 Section 2.4, and by prominently displaying the warning to customers prior to purchase or during the
11 checkout process such that the consumer does not have to seek out the information being provided. The
12 warning or a clearly marked hyperlink to the warning, using the word “**WARNING**” and given in
13 conjunction with the sale of Products via the internet, shall appear on: (a) the same web page on which
14 the Product is displayed; (b) the same web page as the order form for the Product; (c) on the same page
15 as the price for any Product; or (d) on one or more web pages displayed to a purchaser during the
16 checkout process. The warning shall appear in any of the above instances adjacent to or immediately
17 following the display, description or price of the Product for which it is given in the same type size or
18 larger than other consumer information provided for the Product. For third-party websites over which
19 JConcepts has no control, as a condition of sale, JConcepts shall notify its downstream customers the
20 Products must be accompanied by a warning, prior to sale, in or into California, and shall supply the
21 warning requirements, pursuant to Section 2.3. JConcepts and its downstream retailers shall have no
22 obligation to label Products that entered the stream of commerce prior to the Effective Date.

23 **2.3.6 Internet Warning.** All Products sold by JConcepts through e-commerce
24 platforms following the Effective Date must be accompanied by a warning, prior to and as a condition
25 of sale, in or into California, and shall supply the warning requirements, pursuant to this Section as
26 follows: The Internet Warning must be prominently displayed during the purchase of the Products
27 without requiring customers to seek out the warning. The warning or a clearly marked hyperlink to the
28 warning using the word “**WARNING**” given in conjunction with the sale of the Products via the

1 internet shall appear either: (a) on the same web page on which the Products are displayed; (b) on the
2 same web page as the virtual cart displaying the Products; (c) on the same page as the price for the
3 Products; or (d) on one or more web pages displayed to a purchaser during the checkout process. The
4 warning shall appear in any of the above instances adjacent to or immediately following the display,
5 description or price of the Products for which it is given in the same type size or larger than other
6 consumer information provided for the Products. JConcepts and its downstream retailers shall have no
7 obligation to label Products that entered the stream of commerce prior to the Effective Date or within
8 90 (ninety) days after the Effective Date.

9 **2.3.7 Compliance with Warning Regulations.** As of the Effective Date, JConcepts
10 shall be deemed to be in compliance with this Consent Judgment by (1) adhering to §§ 2.1, *et seq.* of
11 this Consent Judgment and/or by its discontinuation of sales of the Products; and (2) complying with
12 warning requirements adopted by the State of California’s Office of Environmental Health Hazard
13 Assessment (“OEHHA”) after the Effective Date.

14 **2.4 Option to Cease California Sales**

15 **2.4.1 Cessation of Sales.** On or before the Effective Date, JConcepts may, at its
16 option, comply with the injunctive commitments set forth in Sections 2.1, *et seq.* above by making the
17 Products unavailable for sale for shipment to an address in California. If it does so, the previously
18 removed Product may be reinstated for sale online to a consumer with a California address if it complies
19 with Sections 2.1 through 2.3 prior to the date of such relisting. JConcepts represents that as of the
20 Effective Date, it no longer sells the JConcepts DR10 Brass Servo Mount Bracket, Part# 2877 UPC 8
21 45937 02411 in California.

22 **2.5 Products in the Stream of Commerce**

23 **2.5.1 Existing Products.** The Injunctive Relief requirements in this Section 2 shall
24 not apply to Products in the stream of commerce as of the Effective Date.

25 **2.6 Right to Cure (No Assignment or Transfer of Claims)**

26 **2.6.1 Curing.** To the extent Plaintiff, its agents, or its attorneys identify any Product
27 for sale on JConcepts’ online sales platform (i.e. website) to consumers with an address in California
28 in the future which they believe is not in compliance with this Consent Judgment, Plaintiff agrees to

1 advise JConcepts of such alleged breach in the manner set forth in Section 8, and provide JConcepts
2 with forty-five (45) calendar days (calculated from the date written notice is provided electronically)
3 to cure any alleged violation (pursuant to the applicable options set forth in Sections 2.1 through 2.5)
4 (the “Notice to Cure”). Such Notice to Cure to JConcepts shall contain information sufficient for
5 JConcepts to identify the Product and the seller or supplier, including the UPC (Universal Product
6 Code) Number (to the extent available), the name of the Product, a photograph of the Product, a
7 screenshot of the online listing (also known as the product display page), the Product’s URL (Uniform
8 Resource Locator), and a summary explanation as to why Plaintiff believes it is a Product, and not in
9 compliance. Plaintiff reserves the right to seek additional civil penalties, reimbursement of reasonable
10 attorney’s fees and costs, and any other available remedies arising from or related to Notices to Cure
11 associated with Products covered by the Consent Judgment.

12 **3. MONETARY SETTLEMENT TERMS**

13 **3.1 Civil Penalties**

14 Pursuant to Health and Safety Code § 25249.7(b), and in settlement of all claims alleged in the
15 Notice or referred to in this Agreement, JConcepts agrees to pay \$750 (seven-hundred and fifty dollars)
16 in civil penalties. Penalty payments shall be allocated in accordance with Health and Safety Code
17 § 25249.12(c)(1) and (d), with 75% of the penalty amount paid to the California Office of
18 Environmental Health Hazard Assessment (“**OEHHA**”) and the remaining 25% of the penalty amount
19 retained by BSF. Within fourteen (14) days of the Effective Date, JConcepts agrees to pay a non-
20 waivable civil penalty in two separate checks, made payable as follows: (1) “**OEHHA**” in the amount
21 of \$562.50 (five-hundred and sixty-two dollars and fifty cents); and “**Seven Hills in trust for Blue Sky**
22 **Forever**” in the amount of \$187.50 (one-hundred and eighty-seven dollars and fifty cents). BSF’s
23 counsel shall deliver to BSF and to OEHHA their respective portions of the civil penalty payments.

24 **3.2 Representations**

25 JConcepts represents the sales data, discontinuation of sales of the JConcepts DR10 Brass Servo
26 Mount Bracket, Part# 2877 UPC 8 45937 02411 in California by JConcepts as of July of 2024, product
27 reformulation and/or knowledge of Lead it provided to BSF in negotiating this Agreement was truthful
28 and a material factor upon which BSF relied to determine the civil penalty assessed pursuant to Health

1 & Safety Code § 25249.7. If, within six (6) months of the Effective Date, BSF discovers and presents
2 evidence demonstrating the preceding representation was materially inaccurate, then JConcepts shall
3 have 30 (thirty) days to meet and confer regarding BSF’s contention, and 45 (forty-five) days thereafter
4 to cure pursuant to Section 2.6, *supra*. If the 30-day meet and confer period passes without any such
5 resolution between BSF and JConcepts without a representation of the intent to cure, and no curing
6 occurs by or before 45-days thereafter, then BSF shall be entitled to make an appropriate motion to the
7 Court to cure any breach of this Section 3.2 of the Agreement pursuant to Code of Civil Procedure
8 § 664.6. The prevailing Party on the motion shall be entitled to its reasonable attorneys’ fees as
9 approved by the Court. The parties hereby stipulate and request for the Court to retain jurisdiction over
10 the parties to enforce the settlement until the expiration of the six (6) months following the Effective
11 Date pursuant to Code of Civil Procedure § 664.6.

12 **3.3 Reimbursement of Attorneys’ Fees and Costs**

13 The Parties negotiated a resolution of the compensation due to BSF and its counsel under
14 California Code of Civil Procedure § 1021.5, for all work performed through the mutual execution of
15 this Agreement. Under these legal principles, JConcepts agrees to pay \$17,750 (seventeen-thousand
16 seven-hundred and fifty dollars) to BSF and its counsel for investigating, bringing this matter to the
17 attention of JConcepts’ management, and negotiating a settlement in the public interest. Within seven
18 (7) business days of the Effective Date, JConcepts agrees to issue two (2) separate checks in the amount
19 of \$8,875 (eight-thousand, eight-hundred and seventy-five dollars) payable to “Seven Hills LLP”, the
20 second check may be post-dated to sixty (60) days after the Effective Date. No check shall be deposited
21 until on or after the check date. JConcepts’ payment shall be in the form of a check made payable to
22 “Seven Hills LLP.”

23 **3.4 Payment Address**

24 All payments required by this Agreement shall be delivered to the following address:

25 Seven Hills LLP
26 1 Embarcadero Suite 1200
27 San Francisco, CA 94111
28

1 **4. CLAIMS COVERED AND RELEASED**

2 **4.1 BSF’s Release of JConcepts**

3 This Agreement is a full, final and binding resolution of the claims that were asserted by BSF
4 arising out of the allegations in the Notice and in the Complaint. BSF, acting on its own behalf, in the
5 public interest, (“**Releasor**”) releases JConcepts, its directors, officers, employees, attorneys, and each
6 entity to whom JConcepts distributes or sells Products, including, but not limited, to downstream
7 distributors, wholesalers, customers, retailers, franchisees, cooperative members, and licensees
8 (“**Releasees**”), with regard to any and all alleged violations arising under Proposition 65 about
9 unwarned exposure to Lead contained in Products manufactured, distributed, sold or offered for sale
10 by JConcepts, as alleged in the Notice and Complaint, prior to the Effective Date. The Parties further
11 agree that compliance with Section 2 of this Consent Judgment shall be deemed compliance with
12 Proposition 65 with respect to alleged exposures to Lead in the Products. The Parties further understand
13 and agree that this Section 4.1 release shall not apply to Releasees who have been instructed by
14 JConcepts pursuant to Section 2.3, to provide a warning on Products that are not Reformulated Products
15 and have failed to do so following the contemplated thirty-day (30) meet and confer process and forty-
16 five (45) day cure period.

17 **4.2 BSF’s Individual Release of Claims**

18 In further consideration of the promises and agreements herein contained, BSF as an individual
19 and *not* on behalf of the public, on behalf of itself, its past and current agents, representatives, attorneys,
20 successors, and/or assignees, hereby waives all of BSF’s rights to institute or participate in, directly or
21 indirectly, any form of legal action and releases all claims that BSF may have, including, without
22 limitation, all actions, and causes of action, in law or in equity, suits, liabilities, demands, obligations,
23 damages, costs, fines, penalties, losses, expenses, investigation fees, expert fees, and attorneys’ fees
24 arising under Proposition 65 with respect to Lead in Products distributed, sold and/or offered for sale
25 by JConcepts prior the Effective Date, as alleged in the Notice, against JConcepts, Releasees, and as
26 against any downstream vendors or third party sellers of the Products and each entity to whom any of
27 the Releasees directly or indirectly distributed or sold the Products.

1 The Parties further understand and agree that this Section 4.2 release shall not extend nor
2 downstream to any Releasee who has been instructed by JConcepts pursuant to Section 2.3 to provide
3 a warning and fails to do following the contemplated thirty-day (30) meet and confer process and forty-
4 five (45) day cure period.

5 **4.4 JConcepts' Release of BSF**

6 JConcepts, on behalf of itself, its past and current agents, representatives, attorneys, successors,
7 and assignees, hereby waives any and all claims against BSF and its attorneys and other representatives,
8 for any and all actions taken or statements made (or those that could have been taken or made) by BSF
9 and its attorneys and other representatives, whether in the course of investigating claims or otherwise
10 seeking to enforce Proposition 65 against it in this matter with respect to the Products.

11 **5. COURT APPROVAL**

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

18 **6. SEVERABILITY**

19 If, subsequent to the execution of this Agreement, any of the provision of this Agreement is
20 deemed by a court to be unenforceable, the validity of the remaining provisions shall not be adversely
21 affected.

22 **7. GOVERNING LAW**

23 The terms of this Consent Judgment shall be governed by the laws of the State of California
24 and apply within the State of California. In the event that Proposition 65 is repealed, preempted, or is
25 otherwise amended or rendered inapplicable by reason of law generally, or as to any of the Products or
26 any of the alleged violations set forth in any of the Notice or Complaint, then JConcepts may seek
27 modification of this Consent Judgment pursuant to Section 11 below. Nothing in this Consent
28

1 Judgment shall be interpreted to relieve JConcepts from its obligation to comply with any other
2 applicable state or federal law or regulation.

3 **8. NOTICE**

4 Unless specified herein, all correspondence and Notice required to be provided by this
5 Agreement shall be in writing and: (i) personally delivered; (ii) sent by first-class (registered or certified
6 mail) return receipt requested; or (iii) sent by overnight courier, to one party by the other party at the
7 following addresses:

8 For JConcepts:

9 Anne Marie Ellis, Partner
10 Buchalter LLP
11 18400 Von Karman Avenue, Suite 800
12 Irvine, CA 92612-0514

For BSF:

Laralei Paras, Partner
SEVEN HILLS LLP
4 Embarcadero Center, Suite 1400
San Francisco, CA 94111

13 *And*

Allison Ruona and Jason Ruona
JConcepts, Inc.
15370 County Road 565a, Suite C.
Groveland, FL, 34736

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

18 **9. COUNTERPARTS; FACSIMILE AND SIGNATURES**

19 This Agreement may be executed in counterparts and by facsimile or pdf signature, each of
20 which shall be deemed an original, and all of which, when taken together, shall be deemed to constitute
21 one and the same document.

22 **10. REPORTING PURSUANT TO HEALTH & SAFETY CODE § 25249.7(f)**

23 BSF agrees to comply with the reporting requirements in Health & Safety Code § 25249.7(f).

24 **11. MODIFICATION**

25 This Agreement may only be modified by (1) a written agreement of the Parties and the entry
26 of a modified Consent Judgment by the Court thereon; or (ii) upon a successful motion of any party
27 and the entry of a modified Consent Judgment by the Court thereon.

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12. ENTIRE AGREEMENT

This Consent Judgment contains the sole and entire agreement and understanding of the Parties with respect to the entire subject matter hereof, and any and all prior discussions, negotiations, commitments, or understandings related thereto, if any, are hereby merged herein and therein. There are no warranties, representations, or other agreements between the Parties or any of their counsel except as expressly set forth herein. No representations, oral or otherwise, express or implied, other than those specifically contained or referred to in this Consent Judgment have been made by any Party hereto or any of their counsel. No other agreements not specifically contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind any of the Parties hereto or any of their counsel.

13. GOOD FAITH ATTEMPT TO RESOLVE DISPUTES


In the event a dispute arises with respect to either Party's compliance with the terms of this Consent Judgment entered by the Court, the Parties shall meet either in person or by telephone and endeavor to resolve the dispute in an amicable manner. No action or motion may be filed in the absence of such a good faith attempt to resolve the dispute beforehand, and subject to expiration of the right to cure period set forth at Section 2.6. In the event an action or motion is filed, however, and after good faith attempts to resolve and/or expiration of the right to cure, the prevailing Party may seek to recover costs and reasonable attorneys' fees. As used in the preceding sentence, the term "prevailing party" means a party who is successful in obtaining relief more favorable to it than the relief the other party was amenable to providing during the parties' good faith attempt to resolve the dispute that is the subject of such enforcement action.

14. AUTHORIZATION

The undersigned represent they have the full authority to enter into and legally bind the entities that are the subject of this Agreement. The undersigned further represent they are authorized to execute this Agreement and have read, understood and agree to all of the terms and conditions contained herein.

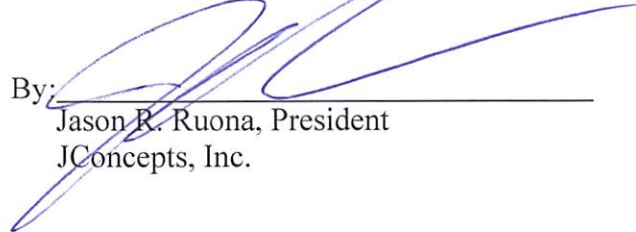
1 **AGREED TO:**

2 Date: 3/30/2026

3 By: 
4 Anthony Nguyen, CEO
5 Blue Sky Forever

AGREED TO:

Date: 28 Mar 2026

By: 
Jason R. Ruona, President
JConcepts, Inc.

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