

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.

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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 representative samples of Covered
17 Products contain DIDP in concentrations less than or equal to 1000 parts per million
18 ("ppm") when analyzed with a testing methodology selected by Defendant that is acceptable
19 to federal or state agencies for the purpose of determining the DIDP content in a solid
20 substance, and suitable for the material being tested. As used in this section, "accessible
21 component" means a component of an intact Covered Product that can be touched by a
22 consumer during intended and 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
26 Compliant Warning forms set forth below shall be required for each Covered Product that does not
27 meet the exception 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 b. This short form warning may be used on products manufactured
20 before January 1, 2028 irrespective of their date of sale or distribution.

21 (3) **Revised Short Form Warning:** A short form warning on products
22 manufactured on or after January 1, 2028, shall comply with revised regulations as follows
23 (or as stated in any updates to applicable regulations):

24 a. The “WARNING: Reproductive harm from exposure to Di-isodecyl
25 phthalate (DIDP). See www.P65Warnings.ca.gov.”

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

1 c. Products manufactured, distributed or sold prior to January 1, 2028,
2 may use these revised short form warnings at Defendant's discretion.

3 The Parties agree the specifications for Compliant Warnings in this Consent Judgment
4 comply with Proposition 65 and its regulations as of the Effective Date.

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

10 The Warning may be provided with a conspicuous hyperlink stating "WARNING" in
11 all capital and bold letters so long as the hyperlink goes directly to a page prominently displaying
12 the Warning without content that detracts from the Warning.

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

18 **2.3 Language Other Than English Warnings.** If the consumer information on the
19 product is in a language other than English, the required Warning Label will also be included in that
20 same language.

21 **2.4 Covered Products in the Stream of Commerce.** Any Covered Products produced,
22 distributed, shipped, or sold by Defendant prior to the Effective Date shall not be subject to Sections
23 2.1-2.3 requirements.

24 **3. MONETARY RELIEF**

25 **3.1 Payment from Defendant.** Within ten (10) business days of the Effective Date,
26 Defendant shall make the Total Settlement Payment of \$17,500.00 as follows:

27 **3.2 Allocation of Payments.** The Total Settlement Payment shall be paid in three (3)
28 separate checks made payable and allocated as follows:

1 **3.2.1 Civil Penalty.** Defendant shall pay \$3,500.00 as a civil penalty pursuant to
2 Health & Safety Code § 25249.7(b). The civil penalty shall be apportioned in
3 accordance with Health & Safety Code § 25249.12 (25% to Plaintiff and 75%
4 to the State of California’s Office of Environmental Health Hazard
5 Assessment (“OEHHA”). Accordingly, the OEHHA portion of the civil
6 penalty payment of \$2,625.00 shall be made payable to OEHHA and
7 associated with taxpayer identification number 68-0284486. This payment
8 with Form 1099 shall be delivered as follows:

9 For United States Postal Service Delivery:

10 Fiscal Operations Branch Chief
11 Office of Environmental Health Hazard Assessment
12 P.O. Box 4010, MS #19B
13 Sacramento, CA 95812-4010

14
15 For Non-United States Postal Service Delivery:

16 Fiscal Operations Branch Chief
17 Office of Environmental Health Hazard Assessment
18 1001 I Street, MS #19B
19 Sacramento, CA 95814

20
21 Plaintiff’s portion of the civil penalty payment of \$875.00 shall be made payable to
22 MONARCH, LLC and associated with taxpayer identification number 88-0835494. This payment
23 shall be delivered with Form 1099 to MONARCH, 573 N Olive Street, Ventura, CA 93001.

24 **3.2.2 Attorney’s Fees and Costs.** A reimbursement of MONARCH’s attorney’s
25 fees and costs in the amount of \$14,000.00 payable to “Greenbaum Law Firm,” and associated with
26 taxpayer identification number 46-4580172. This payment shall be delivered, with Form 1099, to
27 the Greenbaum Law Firm, 7120 Hayvenhurst Ave, Suite 320, Van Nuys, CA 91406.
28

1 **4. CLAIMS COVERED AND RELEASED**

2 **4.1 Public Release.** This Consent Judgment is a full, final, and binding resolution
3 between Plaintiff and Defendant of any violation of Proposition 65 that was or could have been
4 asserted by Plaintiff, acting on behalf of itself and in a representative capacity in the public interest
5 under Health & Safety Code § 25249.7, against Defendant, its parents, subsidiaries, affiliated
6 entities, manufacturers, suppliers, directors, officers, employees, attorneys, and the predecessors,
7 successors, or assigns of each of them, and each entity to whom Defendant directly or indirectly
8 exports, distributes or sells the Covered Products, including, without limitation, distributors,
9 wholesalers, customers, retailers, franchisees, cooperative members, and licensees, including but
10 not limited to The Pleasure Chest (“Releasees”), based on failure to warn of alleged exposures to
11 DIDP from Covered Products manufactured, sold, or distributed for sale in California by Defendant,
12 directly or indirectly, prior to the Effective Date. The release in this Section applies to all Covered
13 Products that were manufactured, distributed, or sold prior to the Effective Date, regardless of the
14 date any other Releasee distributes or sells the Covered Products.

15 Compliance with the terms of this Consent Judgment shall constitute compliance with
16 Proposition 65 by Defendant and the Releasees with respect to DIDP in Covered Products
17 manufactured, sold, or distributed on and after the Effective Date.

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

28 **4.3 Defendant’s Release of Plaintiff.** Defendant, on its own behalf and on behalf of its
past and current agents, representatives, attorneys, successors, and assignees, hereby waives any and

1 all claims that it may have against Plaintiff and its attorneys and other representatives, for any and
2 all actions taken, or statements made by Plaintiff and its attorneys and other representatives in the
3 course of investigating the claims set forth in the Complaint or otherwise seeking to enforce
4 Proposition 65 against it in this matter.

5 **4.4 Release of Unknown Claims.** It is possible that other claims not known to one or
6 more of the Parties arising out of the facts contained in the Notice, or alleged in the Complaint,
7 relating to the Covered Products, will hereafter be discovered or developed. Plaintiff, on behalf of
8 itself only, acknowledges that this Consent Judgment is expressly intended to cover and include all
9 such claims through and including the Effective Date, including all rights of action therefor.
10 Plaintiff acknowledges that the claims released in Section 4.1 may include unknown claims, and
11 nevertheless Plaintiff intends to release such claims, and in doing so waives California Civil Code §
12 1542, which reads as follows:

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

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

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

26 **6. GOVERNING LAW.** The terms of this Consent Judgment shall be governed by the laws of
27 the State of California and apply within the State of California. In the event that Proposition 65 is
28 repealed or is otherwise rendered inapplicable by reason of law generally, or as to the Covered
Products, then Defendant may provide written notice to Plaintiff of any asserted change in the law,

1 and with the exception of Sections 3.1 and 3.2 above, have no further obligations pursuant to this
2 Consent Judgment, with respect to, and to the extent that, the Covered Products are so affected.
3 None of the terms of this Consent Judgment shall have any application to Covered Products sold
4 outside of the State of California.

5 **7. NOTICE.** Unless specified herein, all correspondence and notices required to be provided
6 pursuant to this Consent Judgment shall be in writing and sent by any Party to the other by first-
7 class or electronic mail at the following addresses:

8 To Defendant:

9 Paul S. Rosenlund, Esq.

10 Duane Morris LLP

11 One Market Plaza, Suite 2200

12 San Francisco, CA 94105-1127

13 psrosenlund@duanemorris.com

To MONARCH:

Daniel N. Greenbaum

Greenbaum Law Firm

7120 Hayvenhurst Ave., Suite 320

Van Nuys, CA 91406

service@greenbaumlawfirm.com

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

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

20 **9. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(f).** Plaintiff agrees to
21 comply with the reporting form requirements referenced in California Health & Safety Code §
22 25249.7(f).

23 **10. POST EXECUTION ACTIVITIES.** The Parties acknowledge that, pursuant to California
24 Health & Safety Code § 25249.7(f), Plaintiff is obligated to file a noticed motion to obtain judicial
25 approval of this Consent Judgment. Upon the Parties' execution of this Consent Judgment, Plaintiff
26 promptly shall proceed to submit this Consent Judgment to the Court with a motion seeking Court
27 approval.
28

1 **11. MODIFICATION.** The court shall retain jurisdiction to implement or modify this Consent
2 Judgment. Any motion to modify shall be served on all Parties and the Office of the Attorney
3 General.

4 **12. DISPUTE RESOLUTION.** If Plaintiff determines at a future date that a violation of this
5 Consent Judgment has occurred, Plaintiff shall provide notice to Defendant. Prior to bringing any
6 action to enforce any requirement of this Consent Judgment, the Party alleging a violation of this
7 Consent Judgment shall provide the other Party with written notice of the grounds for such
8 allegation together with all supporting information as well as a complete demand for the relief
9 sought. The Parties shall then meet and confer regarding the basis for the allegation to resolve the
10 matter informally, including providing the party alleged to be in violation with a reasonable
11 opportunity of at least thirty (30) days to cure any alleged violation. Should such an attempt at
12 informal resolution fail, the party alleging a violation may file its lawsuit seeking the proposed
13 relief.

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

17
18 AGREED TO:

AGREED TO:

19
20 Date: Feb 2, 2026

Date: 02/02/2026

21
22 By: *Sayward Halling*

By: *Boris Kostadinov*

23 MONARCH, LLC

INTORA, INC.

1 **[PROPOSED] JUDGMENT**

2 Please note that on _____, 2026 at ____ a.m./p.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 _____
20 Date

Judge of the Superior Court