

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

<b>PARTIES TO THE ACTION</b>	PLAINTIFF(S)			
	DEFENDANT(S) INVOLVED IN SETTLEMENT			
<b>CASE INFO</b>	COURT DOCKET NUMBER		COURT NAME	
	SHORT CASE NAME			
<b>REPORT INFO</b>	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 / /
	<b>COPY OF SETTLEMENT MUST BE ATTACHED</b>			
<b>FILER INFO</b>	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.

**GREENBAUM LAW FIRM**  
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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],	)	<b>[PROPOSED] CONSENT JUDGMENT AS</b>
LLC,	)	<b>TO DEFENDANT INTORA, INC. dba</b>
	)	<b>SPORTSHEETS</b>
Plaintiff,	)	
	)	Date Filed: May 22, 2025
vs.	)	
	)	
INTORA, INC. dba SPORTSHEETS, and	)	
DOES 1 through 100, Inclusive,	)	
Defendant.	)	

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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](http://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](http://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](http://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 \_\_\_\_\_  
20 Date

\_\_\_\_\_  
Judge of the Superior Court