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)

Mothers Oversight Network for Actionable Response to Contaminant Harm [MONARCH], LLC

DEFENDANT(S) INVOLVED IN SETTLEMENT

GOAT USA Inc

CASE INFO

COURT DOCKET NUMBER: n/a

COURT NAME: n/a

SHORT CASE NAME: n/a

REPORT INFO

INJUNCTIVE RELIEF: Compliant products and/or warnings

PAYMENT: CIVIL PENALTY: 1000

PAYMENT: ATTORNEYS FEES: 10,000

PAYMENT: OTHER: 0

WILL SETTLEMENT BE SUBMITTED TO COURT? ☐ Yes ☒ No

IF YES, AFTER ENTRY OF JUDGMENT BY COURT, REPORT OF ENTRY OF JUDGMENT MUST BE SUBMITTED TO ATTORNEY GENERAL

DATE SETTLEMENT SIGNED: 04 / 06 / 2026

COPY OF SETTLEMENT MUST BE ATTACHED

For Internal Use Only

FILER INFO

NAME OF CONTACT: Daniel Greenbaum

ORGANIZATION: Greenbaum Law Firm

TELEPHONE NUMBER: (818) 230-7106

ADDRESS: 7120 Hayvenhurst Ave Ste 320

FAX NUMBER: ( )

CITY: Van Nuys

STATE: CA

ZIP:

E-MAIL ADDRESS: service@greenbaumlawfirm.com

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.

Clear Form

SETTLEMENT AGREEMENT BETWEEN MONARCH AND GOAT USA INC

Mothers Oversight Network for Actionable Response to Contaminant Harm [MONARCH], LLC ("MONARCH") and GOAT USA INC ("GOAT USA") (collectively the "Parties") enter into this Settlement Agreement for the purpose of avoiding prolonged and costly litigation to settle MONARCH's allegations that GOAT USA violated California Health and Safety Code §25249.6 *et seq.* ("Proposition 65"). The effective date of this Settlement Agreement shall be the date upon which it is fully executed by all Parties hereto (the "Effective Date").

I. Recitals

A. MONARCH is a California-based entity that seeks to promote awareness of exposure to toxic chemicals and improve human health by reducing or eliminating hazardous substances contained in consumer and industrial products.

B. MONARCH alleges that GOAT USA manufactures, imports, sells, or distributes for sale in the State of California Golf Glove product(s) that contain Chromium (Hexavalent Compounds) without first providing a clear and reasonable warning as required by Proposition 65.

C. Chromium (Hexavalent Compounds) is listed pursuant to Proposition 65 as a chemical known to cause Reproductive Harm.

D. The product covered by this Settlement Agreement is the OG Golf Glove identified in MONARCH's 60-Day Notice of Violation to GOAT USA, dated January 7, 2026, manufactured by or for GOAT USA, imported by or for GOAT USA, or distributed or sold by or for GOAT USA to others, (the "Covered Product").

E. On December 19, 2008, the Governor of California added Chromium (Hexavalent Compounds) to the list of chemicals known to the State to cause Reproductive Harm.

F. These additions took place more than twelve (12) months before MONARCH served its "60-Day Notice of Violation" which is further described below.

G. Chromium (Hexavalent Compounds) is referred to hereinafter as the "Listed Chemical."

H. On January 7, 2026, MONARCH served GOAT USA, as well as certain relevant public enforcement agencies, with a document entitled "60-Day Notice of Violation" ("Notice") advising of its intent to sue for violations of Proposition 65 arising from or related to Covered Product containing the Listed Chemical.

I. The Notice alleged that GOAT USA violated Proposition 65 by failing to warn consumers in California that use of the Covered Product exposed users to the Listed Chemical.

J. To the best of the Parties' knowledge, no public enforcer has commenced and is diligently prosecuting the same allegations against GOAT USA.

K. GOAT USA denies the material, factual, and legal allegations contained in the Notice and maintains that all the products it has sold and distributed in California, including the Covered Product, have complied with all laws.

L. Subsequent to receiving the Notice, GOAT USA ceased sale of the product to customers in California.

M. The Parties enter into this Settlement Agreement to settle disputed claims between the Parties as alleged in the Notice and as set forth below concerning the Parties' and the Covered Product's compliance with Proposition 65 (the "Dispute").

N. By execution of this Settlement Agreement, the Parties do not admit any facts or conclusions of law, including, but not limited to, any facts or conclusions of law regarding any violation of Proposition 65, or any other statutory, regulatory, common law, or equitable doctrine.

O. Nothing in this Settlement Agreement shall be construed as an admission against interest by any Party of any fact, conclusion of law, issue of law, or violation of law.

P. Nothing in this Settlement Agreement, nor compliance with its terms, shall constitute or be construed, considered, offered, or admitted as evidence of an admission against interest or evidence of fault, wrongdoing, or liability by GOAT USA, its officers, directors, employees, or parents, subsidiaries, or affiliated corporations, or any person acting for GOAT USA, or any direct or indirect customer of GOAT USA who sold or sells the Covered Product, in any administrative or judicial proceeding or litigation in any court, agency, or forum.

Q. Except for the allegations settled and compromised, nothing in this Settlement Agreement shall prejudice, waive, or impair any right, remedy, argument, or defense that MONARCH or GOAT USA may have against one another in any other legal proceeding as to allegations unrelated to the Dispute or claims released herein.

II. Release

A. This Settlement Agreement is a full, final, and binding resolution between MONARCH, individually and *not* in its representative capacity, and:

1. GOAT USA, and its owners, parents, subsidiaries, affiliates, sister and related companies, employees, shareholders, members, officers, directors, insurers, agents, attorneys, predecessors, successors, and assigns (collectively the "Releasees"), and

2. All entities to whom Releasees directly or indirectly provide, distribute, or sell the Covered Product, including but not limited to distributors, wholesalers, customers, retailers, franchisees, cooperative members, and licensees ("Downstream Releasees"), on the other hand, of any violation(s) or claimed violation(s) of Proposition 65 or any statutory or common law claim that has been, could have been, or may in the future be asserted against the Releasees and/or Downstream Releasees regarding exposing persons or failing to warn persons about exposure to the Listed Chemical and the failure to warn about exposure to the Listed Chemical arising in connection with the Covered Product manufactured, shipped, and/or otherwise distributed prior to the Effective Date, even if sold by Downstream Releasees after the Effective Date.

B. The Parties agree compliance with the terms of this Settlement Agreement by GOAT USA shall be deemed to be compliance with Proposition 65 by Releasees and Downstream Releasees with respect to any exposures to the Listed Chemical in the Covered Product manufactured, distributed, or sold by GOAT USA after the Effective Date.

C. The Covered Product subject to this Settlement Agreement is limited to those manufactured by or for GOAT USA, or imported by or for GOAT USA, or distributed by or for GOAT USA, or sold by or for GOAT USA or its Downstream Releasees.

D. MONARCH, on behalf of itself, its past and current agents, representatives, attorneys, successors, and/or assignees, but not in its capacity as representative of the public, hereby waives and releases with respect to the Covered Product all rights to institute or participate in, directly or indirectly, any form of legal action, including, without limitation, all actions, and causes of action, in law or in equity, suits, liabilities, demands, obligations, damages, costs, fines, penalties, losses, or expenses (including, but not limited to, investigation fees, expert fees, and attorneys' fees) (collectively the "Claims"), against Releasees and/or Downstream Releasees that arise under Proposition 65 or any other statutory or common law claims that were or could have been asserted in respect of any Covered Product sold up to the Effective Date, including without limitation to the extent that such claims relate to Releasees' and/or Downstream Releasees' alleged exposure of persons to the Listed Chemical contained in the Covered Product or any failure by

Releasees and Downstream Releasees to warn about exposures to the Listed Chemical contained in the Covered Product.

E. MONARCH acknowledges that it is familiar with Section 1542 of the Civil Code, which provides as follows:

> **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

MONARCH, its past and current agents, representatives, attorneys, successors, and/or assignees, in its individual and *not* representative capacity, expressly waives and relinquishes any and all rights and benefits which it may have under, or which may be conferred on it by the provisions of Civil Code § 1542, ***only as it pertains to the Listed Chemical and the Covered Product***, as well as under any other state or federal statute or common law principle of similar effect, to the fullest extent that it may lawfully waive such rights or benefits pertaining to the released matters.

III. GOAT USA's Duties

A. If, following the Effective Date, GOAT USA manufactures, imports, sells, or distributes for sale in the State of California the Covered Product it shall ensure that either:

1. the leather components of the Covered Product have been made of "Reformulated Leather." Reformulated Leather is defined in the February 21, 2024 court approved Consent Judgment entered in *Center for Environmental Health v. Bali Leathers, Inc*., Alameda County Superior Court, Case No. RG 19- 029736. Each relevant term is defined in the *Bali Leathers* Consent Judgment at the following sections: 3.10 "Reformulated Leather" (page 5), Section 3.11 "Reformulation Protocol" (page 5 and Exhibit C), Section 3.1 "Certified Tannery" (page 3), Section 3.2 "Chrome Tanned Leather" (page 4). A true and correct copy of the Consent Judgment is attached as **Exhibit A**; **<u>or</u>**

2. the Covered Product exhibits a warning in compliance with this Settlement Agreement.

B. Whenever a clear and reasonable warning is required under Section III(A)(2) for the Covered Product offered for sale in the State of California, it shall state one of the warnings described in Section III(D) below in such a conspicuous and prominent manner as to be likely to be read and understood by the consumer prior to or at the time of the sale or purchase.

C. After the Effective Date, if GOAT USA sells a Covered Product that does not contain Reformulated Leather to customers whom GOAT USA knows will offer the Covered Product for sale online to customers in California, GOAT USA shall instruct such customers that they must display a clear and reasonable warning at the time of purchase.

D. The Parties agree that either of the following warnings shall constitute a Compliant Warning for the Listed Chemical in the Covered Product:

1. the text, "**WARNING:** This product can expose you to chemicals including Chromium (Hexavalent Compounds), which is known to the State of California to cause Cancer and Birth Defects or other Reproductive Harm. For more information, go to www.P65Warnings.ca.gov," accompanied by and placed to the right of a symbol consisting of a black exclamation point in a yellow equilateral triangle with a bold black outline sized to be no smaller than the word, "WARNING."

   a. The symbol may be printed in black and white where the sign, label or shelf tag for the Covered Product is not printed using the color yellow.

2. the text, "**WARNING**: Risk of cancer and reproductive harm from exposure to Chromium (Hexavalent Compounds). See www.P65Warnings.ca.gov," accompanied by and placed to the right of a symbol consisting of a black exclamation point in a yellow equilateral triangle with a bold black outline sized to be no smaller than the word, "WARNING."

   a. The symbol may be printed in black and white where the sign, label or shelf tag for the Covered Product is not printed using the color yellow.

E. Where a consumer product provides a warning in language(s) other than English, the warning must also be provided in the other language(s) in addition to English.

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

G. If modifications or amendments to Proposition 65 or its regulations after the Effective Date are inconsistent with, or provide warning specifications or options different from, the specifications in this Settlement Agreement, GOAT USA may modify the content and delivery methods of its warnings to conform to the modified or amended provisions of Proposition 65 or its regulations.

IV. Payments

A. **Payment from GOAT USA**. Within ten (10) business days of the Effective Date, GOAT USA shall make the Total Settlement Payment of $11,000.00.

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

1. **Civil Penalty.** GOAT USA shall pay $1,000.00 as a civil penalty pursuant to Health & Safety Code § 25249.7(b). The civil penalty shall be apportioned in accordance with Health & Safety Code § 25249.12 (25% to MONARCH and 75% to the State of California's Office of Environmental Health Hazard Assessment ("OEHHA")).

a. Accordingly, the OEHHA portion of the civil penalty payment of $750.00 shall be made payable to OEHHA and associated with taxpayer identification number 68-0284486. This payment shall be delivered to: Attn: Fiscal Operations Branch Chief, Office of Environmental Health Hazard Assessment, P.O. Box 4010, MS #19B, Sacramento, CA 95812-4010.

b. The MONARCH portion of the civil penalty payment of $250.00 shall be made payable to MONARCH and associated with taxpayer identification number 88-0835494. This payment shall be delivered to MONARCH, 573 N Olive St, Ventura, CA 93001.

2. **Attorney's Fees and Costs.** A reimbursement of MONARCH's attorney's fees and costs in the amount of $10,000.00 payable to the "Greenbaum Law Firm," and associated with taxpayer identification number 46-4580172. This payment shall be delivered to: Greenbaum Law Firm, 7120 Hayvenhurst Ave, Suite 320, Van Nuys, CA 91406.

V. Reporting the Settlement Agreement. MONARCH shall report this Settlement Agreement to the Attorney General's Office within five (5) days of the Parties' execution of this Settlement Agreement.

VI. Execution in Counterparts and Facsimile. This Settlement Agreement may be executed in counterparts, which taken together shall be deemed to constitute the same document. A facsimile or portable document format (PDF) signature shall be as valid as the original.

VII. Entire Agreement. This Settlement Agreement contains the sole and entire agreement and understanding of the Parties with respect to the entire subject matter hereof, and all related prior discussions, negotiations, commitments, and understandings. No other agreements, oral or otherwise, exist to bind any of the Parties.

VIII. Modification of Settlement Agreement. Any modification to this Settlement Agreement shall be in writing and signed by the Parties.

IX. Application of Settlement Agreement

A. This Settlement Agreement shall apply to, be binding upon, and inure to the benefit of, MONARCH and the Releasees and Downstream Releasees identified in Section II(A)(2) above.

X. Enforcement of Settlement Agreement

A. Violation of the warning requirements in this Agreement by Alleged Violator or Downstream Releasees, may be enforced, at MONARCH's sole discretion by way of enforcing this Agreement or through a new Notice of Violation and the procedures of Health and Safety Code §25249.6 et seq.

B. Any Party may file suit before the Superior Court of the County of Los Angeles, consistent with the terms and conditions set forth in Section X(C) and (D) of this Settlement Agreement, to enforce the terms and conditions contained in this Settlement Agreement.

C. No action to enforce this Settlement Agreement may be commenced or maintained unless the Party seeking enforcement or alleging violation notifies the other Party of the specific acts alleged to breach this Settlement Agreement at least 30 days before serving or filing any action and the entity receiving the notice fails to comply with the requirements set forth in Subsection (D) below.

D. Within those 30 days (or such additional time as the Parties may mutually agree upon) of receiving the notice described in Subsection (C) supra, GOAT USA and MONARCH shall meet and confer on the alleged violation. Should the Parties be unable to resolve the dispute, any Party may seek relief under Subsection (B) above.

E. Enforcement of the other responsibilities under this Agreement may be enforced through an action for specific performance or breach of contract in the Superior Court of California, County of Los Angeles. The prevailing party is entitled to prejudgment interest if applicable, costs, and reasonable attorney's fees, subject to Subparagraphs B-D, above.

XI. Notification Requirements

A. Any notice required or permitted hereunder shall be effective if sent via email, unless one of the Parties requests notice in another method, to the following designees:

For MONARCH:	For GOAT USA INC:
Daniel N. Greenbaum, Esq. Email: dgreenbaum@greenbaumlawfirm.com	Jacqueline Curtin General Counsel GOAT USA INC Email: Jax.curtin@goatusa.com Jeffrey Margulies, Esq. Email: jeff.margulies@nortonrosefulbright.com

B. Any Party may change its designee(s) for purposes of notification by providing written notice of such change pursuant to this section.

XII. Severability. If after the execution of this Settlement Agreement, any of the provisions of this Settlement Agreement are held by a court to be unenforceable, the validity of the enforceable provisions remaining shall not be adversely affected.

XIII. Governing Law.

A. The terms of this Settlement Agreement shall be governed by the laws of the State of California and apply within the State of California.

B. This Settlement Agreement shall have no application to Covered Products which are not sold to California consumers.

C. If Proposition 65 is repealed, preempted, or otherwise rendered inapplicable by reason of law generally, or as to the Covered Product, then GOAT USA shall have no further obligations pursuant to this Settlement Agreement with respect to, and to the extent that, the Covered Product that is so affected.

D. The Parties, including their counsel, have participated in the preparation of this Settlement Agreement, and this Settlement Agreement is the result of the joint efforts of the Parties.

E. This Settlement Agreement was subject to revision and modification by the Parties and has been accepted and approved as to its final form by all Parties and their counsel.

F. Each Party to this Settlement Agreement agrees that any statute or rule of construction providing that ambiguities are to be resolved against the drafting Party should not be employed in the interpretation of this Settlement Agreement and, in this regard, the Parties hereby waive California Civil Code § 1654.

XIV. Authorization

A. Each signatory to this Settlement Agreement certifies they are fully authorized by the Party they represent to stipulate to this Settlement Agreement and to enter into and execute the Settlement Agreement on behalf of the Party represented and legally bind that Party.

B. The undersigned have read, understand, and agree to all the terms and conditions of this Settlement Agreement.

C. Except as explicitly provided herein, each Party is to bear its own fees and costs.

AGREED TO:

Dated: Apr 6, 2026

MONARCH

By: Sayward Halling

Sayward Halling (Apr 6, 2026 01:59:31 PDT)

Dated: 4/2/2026

GOAT USA INC

Signed by:

By: TJ Cristina

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