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

PRIVATE ENFORCEMENT FILING - Health and Safety Code section 25249.7(e) and (f)

FORM JUS 1501
(03-01)

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

EXOTIC INDIA ART PRIVATE LIMITED,

CASE INFO

COURT DOCKET NUMBER	COURT NAME
n/a	n/a

SHORT CASE NAME
n/a

REPORT INFO

INJUNCTIVE RELIEF
Compliant products and/or warnings

PAYMENT: CIVIL PENALTY	PAYMENT: ATTORNEYS FEES	PAYMENT: OTHER
1000	9,000	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: 10 / 29 / 2026

COPY OF SETTLEMENT MUST BE ATTACHED

For Internal Use Only

FILER INFO

NAME OF CONTACT
Daniel Greenbaum

ORGANIZATION	TELEPHONE NUMBER
Greenbaum Law Firm	(818) 230-7106
ADDRESS: 7120 Hayvenhurst Ave Ste 320	FAX NUMBER: ( )

CITY	STATE	ZIP	E-MAIL ADDRESS
Van Nuys	CA		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 EXOTIC INDIA

Mothers Oversight Network for Actionable Response to Contaminant Harm [MONARCH], LLC ("MONARCH"), and EXOTIC INDIA ART PRIVATE LIMITED, an enterprise organised under the laws of India ("Alleged Violator" or "Exotic India") (collectively, the "Parties") enter into this Settlement Agreement for the purpose of avoiding prolonged and costly litigation and settling MONARCH's allegations that Alleged Violator 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 exposures to toxic chemicals and improve human health by reducing or eliminating hazardous substances contained in consumer and industrial products.

B. MONARCH alleges that Alleged Violator manufactures, imports, sells, or distributes for sale in the State of California Brass Statues that contain Lead without first providing a clear and reasonable warning as required by Proposition 65.

C. Lead is listed pursuant to Proposition 65 as a chemical known to cause Birth Defects or other Reproductive Harm.

D. The product(s) covered by this Settlement Agreement are Brass Statues (meaning statues, figurines, idols, busts, sculptures and similar decorative articles made wholly or partly of brass or brass alloy) manufactured by or for Alleged Violator, imported by or for Alleged Violator, or distributed or sold by or for Alleged Violator to others, including, but not limited to Owl Statue Crafted from Brass (the "Covered Product(s)").

E. On February 27, 1987, the Governor of California added Lead to the list of chemicals known to the State to cause Birth Defects or other 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. Lead is referred to hereinafter as the "Listed Chemical."

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H. On January 23, 2026 (Attorney General Notice No. 2026-00350) and July 27, 2026 (Attorney General Notice No. 2026-03620), MONARCH issued a document entitled "60-Day Notice of Violation" (together, the "Notices" and each a "Notice"), which were served on Alleged Violator, and certain public enforcement agencies, advising of its intent to sue for violations of Proposition 65 arising from or related to the Covered Product containing the Listed Chemical.

I. The Notice alleged that Alleged Violator 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 Alleged Violator.

K. Alleged Violator 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. 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").

M. 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.

N. 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.

O. 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 Alleged Violator, its officers, directors, employees, or parents, subsidiaries, or affiliated corporations, or any person acting for Alleged

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Violator, or any direct or indirect customer of Alleged Violator who sold or sells the Covered Product, in any administrative or judicial proceeding or litigation in any court, agency, or forum.

P. 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 Alleged Violator 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. Alleged Violator, and its owners, parents, subsidiaries, affiliates, sister and related companies, employees, shareholders, members, officers, directors, insurers, agents, attorneys, service providers (including payment, fulfilment, logistics, return-address and website service providers), artisans, manufacturers, suppliers, 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, online retailers, including Amazon.com, franchisees, cooperative members, and licensees ("Downstream Releasees"), including but not limited to Vasudev Enterprises Inc., 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 Alleged Violator 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.

3. This release applies to all Downstream Releasees up through the Effective Date and continues after the Effective Date as to liability for Downstream Releasees if

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and only if Alleged Violator provides notice of this Settlement and Release or has provided or thereafter provides notification of the responsibility of the Downstream Releasee to provide the warning as described in Section III (Duties) of this Agreement.

4. Nothing in this Agreement shall be construed to release, waive, or otherwise limit MONARCH's right to pursue any claims against any entity other than the Releasees and Downstream Releasees.

5. The Parties expressly acknowledge that this Agreement is a party-specific resolution and shall not be asserted as a bar, defense, or basis for claim preclusion, issue preclusion, or any similar doctrine by any non-party to this Agreement other than a Releasee or Downstream Releasee.

B. The Parties agree compliance with the terms of this Settlement Agreement by Alleged Violator 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 Alleged Violator after the Effective Date.

C. The Covered Product subject to this Settlement Agreement are limited to those manufactured by or for Alleged Violator, imported by or for Alleged Violator, distributed by or for Alleged Violator, or sold by or for Alleged Violator.

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'

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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. Alleged Violator's Duties

A. Commencing on the Effective Date, Alleged Violator shall not manufacture, import, sell, or distribute for sale in the State of California any Covered Product unless it either:

1. contains the Listed Chemical in a concentration less than 90 parts per million (ppm) of Lead; or

2. 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.

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C. Alleged Violator further agrees to send out instructions to all distributors and retailers, if any, including third-party online vendors, regarding the display of a clear and reasonable warning at the time of purchase, if one is deemed required.

D. The Parties agree that any 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 Lead, which is known to the State of California to cause Birth Defects or other Reproductive Harm. For more information, go to www.P65Warnings.ca.gov."

a. The triangular warning symbol specified in Section III(D)(1) shall be in yellow with a black exclamation mark; provided however, the symbol may be printed in black and white if the Covered Product label is not printed against a yellow background.

2. the text, "WARNING: Reproductive Harm – 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" as provided by regulations adopted on or about August 30, 2016.

a. The triangular warning symbol specified in Section III(D)(2) shall be in yellow with a black exclamation mark; provided however, the symbol may be printed in black and white if the Covered Product label is not printed against a yellow background.

3. 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.

4. As of January 1, 2028, a short form warning will comply with revised regulations.

a. The above short-form warning is only valid through December 31, 2027. Beginning on January 1, 2028, the following language must be used for the

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short form warning: "WARNING: Risk of reproductive harm from exposure to Lead. See www.P65Warnings.ca.gov."

b. The triangular warning symbol specified in Section III(D)(4)(a) shall be in yellow with a black exclamation mark; provided however, the symbol may be printed in black and white if the Covered Product label is not printed using the color yellow.

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

F. 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, Alleged Violator may modify the content and delivery methods of its warnings to conform to the modified or amended provisions of Proposition 65 or its regulations.

G. The injunctive requirements of this section shall not apply to Covered Products that are already in the stream of commerce as of the Effective Date, and such Covered Products are expressly subject to the releases provided in Section II. For the avoidance of doubt, Covered Products in the stream of commerce specifically include, but are not limited to, Covered Products that have been manufactured, or are in the process of manufacture.

IV. Payments

A. This Agreement shall become binding upon execution by all Parties, and the Effective Date of this Agreement shall be the date on which the last Party signs it.

B. Payment from Alleged Violator. Within fifteen (15) business days of the Effective Date, Alleged Violator (or any person on its behalf) shall make the Total Settlement Payment of US $10,000.00. The payments shall be allocated as follows:

1. Civil Penalty. Alleged Violator shall pay $1,000.00 as a civil penalty pursuant to Health & Safety Code § 25249.7(b). The civil penalty shall be apportioned in

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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. The OEHHA portion of the civil penalty payment of $750.00, made payable to OEHHA and associated with taxpayer identification number 68-0284486. This payment shall be delivered as follows: 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, 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. This an unmonitored mailbox, please do not send signature requests to this address.

2. Attorney's Fees and Costs. Alleged Violator shall pay reimbursement of MONARCH's attorney's fees and costs in the amount of $9,000.00, payable to the "Greenbaum Law Firm" and associated with taxpayer identification number 46-4580172. This payment shall be delivered to the Greenbaum Law Firm, 7120 Hayvenhurst Ave, Suite 320, Van Nuys, CA 91406 ("GLF").

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. MONARCH will provide Alleged Violator with confirmation of upload as proof of settlement. MONARCH shall also withdraw the July 27, 2026 (Attorney General Notice No. 2026-03620) by filing a notice of withdrawal with the Attorney General's Office and shall provide the Alleged Violator with a copy.

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.

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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.

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 Alleged Violator as identified in Section II above.

B. Alleged Violator's compliance with this Settlement Agreement shall constitute compliance with Proposition 65 by the Alleged Violator regarding the Listed Chemical in the Covered Product.

X. Enforcement of Settlement Agreement

A. A violation of the warning requirements in this Agreement by Alleged Violator or Downstream Releasees may be enforced, at MONARCH's sole discretion, by enforcing this Agreement.

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. Alleged Violator's consent to the jurisdiction of that court is limited to the enforcement of this Settlement Agreement and is not a consent to jurisdiction, or an acknowledgment of doing business in California, for any other purpose.

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.

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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, Alleged Violator 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:
Daniel N. Greenbaum, Esq.
Email: service@greenbaumlawfirm.com

For Exotic India: Varun Vaish, Esq.,
Luthra and Luthra Law Offices India
Email: V.Vaish@luthra.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.

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C. If Proposition 65 is repealed, pre-empted, or otherwise rendered inapplicable by reason of law generally, or as to the Covered Product, then Alleged Violator shall have no further obligations pursuant to this Settlement Agreement with respect to, and to the extent that, any Covered Product that are 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.

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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: 10/29/2026

MONARCH

By: _____

Name: Sayward Halling

Title: Founder

Dated: October 29th, 2026

EXOTIC INDIA ART PRIVATE LIMITED

By: _____

Name: Kapil Kumar Goel

Title: Director

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