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 ("MONARCH")

DEFENDANT(S) INVOLVED IN SETTLEMENT

Spire LLC dba Teal Triangle

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
2500	10000	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 / 13 / 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	FAX NUMBER
7120 Hayvenhurst Ave Ste 320	( )

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 SPIRE LLC

Mothers Oversight Network for Actionable Response to Contaminant Harm [MONARCH], LLC ("MONARCH") and Spire LLC dba Teal Triangle ("Spire") (collectively, the "Parties") enter into this Settlement Agreement for the purpose of avoiding prolonged and costly litigation and settling MONARCH's allegations that Spire 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"). For purposes of this Settlement, the term "Compliance Date" means 30 days from 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 Spire manufactures, imports, sells, or distributes for sale in the State of California Utility Straps that contain Di (2-ethylhexyl) phthalate ("DEHP") without first providing a clear and reasonable warning as required by Proposition 65.

C. DEHP is listed pursuant to Proposition 65 as a chemical known to cause Reproductive Harm.

D. The product(s) covered by this Settlement Agreement are Utility Straps manufactured, imported, distributed or sold by or for Spire ("Covered Products").

E. On October 24, 2003, the Governor of California added DEHP 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. DEHP is referred to hereinafter as the "Listed Chemical."

H. On April 13, 2026, MONARCH served Spire, as well as certain relevant public enforcement agencies, with a document entitled "60-Day Notice of Violation" ("Notice"), identifying Luray Utility Straps with Carry Handles. The Notice advised of MONARCH's intent to sue for violations of Proposition 65 arising from or related to the Covered Product containing the Listed Chemical. The Notice alleged that Spire violated Proposition 65 by failing to warn consumers in California that use of Covered Product exposed users to the Listed Chemical.

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

J. 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").

K. Spire 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. 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.

L. 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.

M. 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 Spire, its officers, directors, employees, or parents, subsidiaries, or affiliated corporations, or any person acting for Spire, or any direct or indirect customer of Spire who sold or sells the Covered Product, in any administrative or judicial proceeding or litigation in any court, agency, or forum.

N. 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 Spire 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. Spire, 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,

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customers, retailers, franchisees, cooperative members, and licensees ("Downstream Releasees"), based on 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 on or prior to the Compliance Date, even if sold by Downstream Releasees after the Compliance Date.

3. This release applies to all Releasees and Downstream Releasees for Covered Products manufactured up through the Effective Date.

B. The Parties agree compliance with the terms of this Settlement Agreement by Spire 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 by Spire after the Compliance Date.

C. The Covered Products subject to this Settlement Agreement are limited to those manufactured, imported, distributed, or sold by or for all Releasees or 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 manufactured on or prior to the Compliance 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:

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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. Spire's Duties

A. Commencing on the Compliance Date, Spire shall not manufacture for sale in the State of California any Covered Product unless it either:

1. contains the Listed Chemical in a concentration less than or equal to 1,000 parts per million ("ppm") (0.1%) when analyzed pursuant to a scientifically reliable application of any scientifically reliable methodology for determining the Listed Chemical content in a substance of the form of the Covered Products herein; **or**

2. exhibits a warning in compliance with this Settlement Agreement.

B. Spire may rely on testing it conducts, or that has been provided by any supplier(s) of Covered Products, to comply with Section III.A.1.

C. 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, as compared with other words, statements, or designs, as to be likely to be read and understood by the consumer prior to or at the time of sale or purchase.

D. If Spire has actual knowledge that a third-party website to which it directly sells its Covered Products is offering Covered Products for sale in California, Spire shall instruct any

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third-party website to which it directly sells its Covered Products to include the same online warning, as set forth above, as a condition of selling the Covered Products in California.

E. 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 Di (2-ethylhexyl) phthalate (DEHP), 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 shall comply with the revised regulations set forth in Cal. Code of Regs., tit. 27, § 25603(b), one example of which is:

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 short form warning: "**WARNING**: Risk of reproductive harm from exposure to Di (2-ethylhexyl) phthalate (DEHP). See www.P65Warnings.ca.gov."

i. The triangular warning symbol specified in Section III(D)(4)(a) shall be in yellow with a black exclamation mark; *provided,*

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however, the symbol may be printed in black and white if the Covered Product label is not printed using the color yellow.

F. As set forth in Cal. Code Regs. Tit. 27, § 25602(b), to the extent Covered Products are sold online, a warning that complies with the content requirements of Cal. Code Regs Tit. 27, § 25603 must be provided via of the following methods: (1) A warning on the product display page; (2) A clearly marked hyperlink using the word "WARNING" or the words "CA WARNING" or "CALIFORNIA WARNING" on the product display page that links to the warning; or (3) An otherwise prominently displayed warning provided to the purchaser prior to completing the purchase. If a warning is provided using the short-form label content pursuant to Section 25602(a)(4), the warning provided on the website may use the same content.

1. For purposes of this section, a warning is not prominently displayed if the purchaser must search for it in the general content of the website.

2. For internet purchases made prior to January 1, 2028, a retail seller is not responsible under Section 25600.2(e)(4) for conspicuously posting or displaying the new warning online until 60 calendar days after the retailer receives a warning or a written notice under Section 25600.2(b) and (c) which updates a short-form warning compliant with Section 25603(c) with content compliant with Section 25603(b).

3. These requirements extend to any websites under the exclusive control of Spire where Covered Products are sold into California.

4. In addition, if Spire has actual knowledge a third-party website is offering Covered Products for sale in California, Spire shall instruct any third-party website to which it directly sells its Covered Products to include the same online warning, as set forth above, as a condition of selling the Covered Products in California.

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

H. Alternatively, the content and method of transmission for Compliant Warnings may be provided in any form as authorized by Proposition 65 law or regulation effective on or after the Effective Date in order to constitute compliance with Proposition 65. 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

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Agreement, Spire 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. Sell Through Period for Existing Inventory of Covered Products.

A. The injunctive requirements of Section III shall not apply to Covered Products that are already in the stream of commerce as of the Effective Date, which Covered Products are expressly subject to the releases provided in Section II.

B. For the avoidance of doubt, Covered Products in the stream of commerce specifically include, but are not limited to, Covered Products in the process of manufacture and packaging.

C. This sell through period shall be 90 days from the Effective Date.

D. Any products distributed or sold in California after that date, regardless of manufacture date, are not subject to this provision and shall, if found to present a potential exposure to the Listed Chemical, represent a new violation of Health and Safety Code section 25249.6, as well as a violation of the terms of this Agreement.

V. Payments

A. **Payment from Spire**. Spire shall make the Total Settlement Payment of $12,500.00 within twenty (20) business days from the Effective Date.

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.** Spire shall pay $2,500.00 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 $1,875.00 shall be made payable to OEHHA and associated with taxpayer identification number 68-0284486. This payment shall be delivered along with a 1099 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 $625.00 shall be made payable to MONARCH and associated with taxpayer identification

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number 88-0835494. This payment shall be delivered along with a 1099 to MONARCH, 573 N Olive St, Ventura, CA 93001. This is an unmanned postbox; MONARCH cannot sign for mail here.

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 the Greenbaum Law Firm, 7120 Hayvenhurst Ave, Suite 320, Van Nuys, CA 91406 ("GLF") along with a 1099 for the same amount.

3. **Tax Documentation.** MONARCH agrees to provide IRS W-9 forms for, each of the payees under this Settlement Agreement. The Parties acknowledge that Spire cannot issue any settlement payments pursuant to Section IV above until after Defendant receives the requisite W-9 forms from MONARCH's counsel.

VI. ADDITIONAL PROVISIONS

A. **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.

B. **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.

C. **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.

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

E. **Application of Settlement Agreement**

1. 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.

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2. Spire's compliance with this Settlement Agreement shall constitute compliance with Proposition 65 by the Releasees and Downstream Releasees regarding the Listed Chemical in the Covered Product.

F. **Enforcement of Settlement Agreement**

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

2. 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.

3. 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.

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

5. 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.

G. **Notification Requirements**

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

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For MONARCH:	For Spire LLC:
Daniel N. Greenbaum, Esq.	Tamara Wiesebron, Esq.
Email: service@greenbaumlawfirm.com	Email: Tamara.Wiesebron@gtlaw.com

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

H. **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.

I. **Governing Law.**

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

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

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

4. 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.

5. 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.

J. **Authorization**

1. Each signatory to this Settlement Agreement certifies that he or she is fully authorized by the Party he or she represents to stipulate to this Settlement

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Agreement and to enter into and execute the Settlement Agreement on behalf of the represented Party and legally bind that Party.

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

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

AGREED TO:

Dated: 10/13/2026

MONARCH

By: _____

Dated: 10/13/2026

SPIRE LLC DBA TEAL TRIANGLE

By: Derrick Switzer _____

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