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

Creative Safety Supply, LLC

CASE INFO

COURT DOCKET NUMBER	COURT NAME
n/a	n/a

SHORT CASE NAME

n/a

REPORT INFO

INJUNCTIVE RELIEF

Reformulation and/or Compliant Warnings

PAYMENT: CIVIL PENALTY	PAYMENT: ATTORNEYS FEES	PAYMENT: OTHER
3500	11,000	0

WILL SETTLEMENT BE SUBMITTED TO COURT?	IF YES, AFTER ENTRY OF JUDGMENT BY COURT, REPORT OF ENTRY OF JUDGMENT MUST BE SUBMITTED TO ATTORNEY GENERAL	DATE SETTLEMENT SIGNED
☐ Yes ☒ No		10 / 21 / 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 CREATIVE SAFETY SUPPLY STORE LLC

Mothers Oversight Network for Actionable Response to Contaminant Harm [MONARCH], LLC ("MONARCH") and Creative Safety Supply, LLC ("CSS") (collectively the "Parties") enter into this Settlement Agreement to settle MONARCH's allegations that CSS is noncompliant with California Health and Safety Code §25249.6 *et seq.* ("Proposition 65").

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 CSS manufactures, sells, or distributes for sale in the State of California Vinyl Tape that contains 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 the 5S Multipurpose Tape manufactured by or for CSS and sold to California customers by or for CSS (the "Covered Products").

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

H. On April 13, 2026, MONARCH served CSS, as well as certain relevant public enforcement agencies, with a document entitled "60-Day Notice of Violation" ("Notice") alleging noncompliance with Proposition 65 arising from or related to Covered Product containing the Listed Chemical.

I. The Notice alleged that CSS was noncompliant with Proposition 65 by not warning consumers in California that use of Covered Product exposed users to the Listed Chemical.

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

K. CSS denies all 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, including CA Proposition 65.

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 and explicitly deny any and all 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, all such being expressly denied.

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 any violation, fault, wrongdoing, or liability by CSS, its officers, directors, employees, or parents, subsidiaries, or affiliated corporations, or any person acting for CSS, or any direct or indirect customer of CSS 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 CSS may have against one another in any other legal proceeding as to allegations unrelated to the Dispute or claims released herein.

Q. **Effective Date.** For purposes of this Settlement Agreement, the term "Effective Date" shall mean the date this Settlement Agreement is executed by the Parties.

R. **Compliance Date.** For purposes of this Settlement Agreement, the term "Compliance Date" shall mean 90-days following the Effective Date.

II. Release

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A. This Settlement Agreement is a full, final, and binding resolution between MONARCH, individually and *not* in its representative capacity, of all claims that can or could have been asserted by MONARCH on its own behalf and:

1. CSS, and its past, and current owners, parents, representatives, subsidiaries, affiliates, sister and related companies, employees, shareholders, members, officers, directors, insurers, agents, attorneys, predecessors, successors, divisions, subdivisions, licensors, licensees, employees and assigns (collectively the "Releasees"), and;

2. All entities, including, but not limited to each entity that manufactured the Covered Product or from whom CSS sourced or purchased the Covered Products, including materials used in the Covered Products ("Upstream Releasees");

3. And 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 Upstream Releasees and/or Downstream Releasees regarding 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 after the Effective Date.

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

C. The Covered Product subject to this Settlement Agreement are limited to those manufactured by or for CSS and sold by or for CSS to California customers.

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 or regulatory action, including, without

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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 Upstream 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 Upstream Releasees and/or Downstream Releasees' alleged exposure of persons to the Listed Chemical contained in the Covered Product or any failure by Releasees and Upstream Releasees and/or 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. CSS' Duties

A. Commencing on the Compliance Date, CSS shall not sell in 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 the application of any scientifically reliable methodology for determining the Listed Chemical content in the Covered Products herein; **or**

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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.

C. For the avoidance of doubt, the warning requirement in this Section II shall not apply to any reformulated product that meets the reformulation standard.

D. CSS further agrees to send out instructions to all distributors and retailers, including third-party online vendors it controls, regarding the display of a clear and reasonable warning at the time of purchase, if such is required by Proposition 65.

E. The Parties agree that any of the following warning shall constitute a Compliant Warning for the Listed Chemical in the Covered Product:

1. Long Form Warning: 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. Short Form Warning: 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.

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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 short form warning: "WARNING: Risk of reproductive harm from exposure to Di (2-ethylhexyl) phthalate (DEHP). 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.

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

IV. Grace Period for Existing Inventory of Covered Products

The injunctive requirements of Section III shall not apply to Covered Products that were manufactured on or before the Compliance Date, which Covered Products are expressly subject to the releases provided in Section II. For the avoidance of doubt, such Covered Products specifically include, but are not limited to, Covered Products that have been manufactured by the Compliance Date and Covered Products that are no longer in the custody, control, or possession of CSS.

V. Payments

A. **Payment from CSS**. Within thirty (30) days of the Effective Date, CSS shall make the Total Settlement Payment of $14,500.00.

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

C. **Civil Penalty.** CSS shall pay $3,500.00 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 $2,625.00 shall be 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 $875.00 shall be made payable to MONARCH and associated with taxpayer identification number 88-0835494. This payment shall be delivered along with a 1099 to MONARCH, 573 N Olive St, Ventura, CA 93001. This is an unmonitored mailbox. Any mail received here cannot be signed for.

D. **Attorney's Fees and Costs.** A reimbursement of MONARCH's attorneys' fees and costs in the amount of $11,000.00 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.

E. MONARCH agrees to provide a completed IRS 1099 for its payments to and agrees to provide IRS W-9 forms for, each of the payees under this Settlement Agreement. The Parties acknowledge that CSS cannot issue any settlement payments pursuant to the above until after CSS receives the requisite W-9 forms from MONARCH's counsel. Any delay in CSS' payment(s) required under this Agreement due to MONARCH's failure to timely provide the information necessary to effectuate such payment shall be excused.

VI. 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.

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VII. 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.

VIII. 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.

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 Upstream Releasees and Downstream Releasees identified in Section II(A) above.

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

X. Modification & Enforcement of Settlement Agreement

This agreement may be modified by written agreement of the Parties. If a dispute arises with respect to either Party's compliance with the terms of this Settlement Agreement, the Parties shall meet and confer in writing and endeavor to resolve the dispute in an amicable manner, for a period of thirty (30) days following receipt of the aggrieved Party's written notification outlining the basis for the dispute. No action may be filed in the absence of such good faith attempt to resolve the dispute for the aforementioned period of at least thirty (30) days which may be extended by mutual agreement of the Parties. In any action to enforce the terms of this Settlement Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees and costs.

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 Creative Safety Supply:
Daniel N. Greenbaum, Esq.	Hazel Ocampo, Esq. Email: ocampoh@gtlaw.com

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Email: dgreenbaum@greenbaumlawfirm.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. In the event that Proposition 65, either as a whole or as specifically applicable to the Covered Products or DEHP is repealed or federally preempted, or if new or different safe harbor levels are established as applicable to the Covered Products, or if Proposition 65 is otherwise rendered inapplicable to the Covered Products or to DEHP, or if any of the provisions of this Settlement Agreement are specifically rendered inapplicable or no longer required as to the Covered Products as a result of any regulatory or statutory change or repeal or preemption, then CSS may provide written notice to MONARCH of any asserted change in the law, and it shall have no further obligations pursuant to this Settlement Agreement with respect to the Covered Products, to the extent that the Covered Products are so affected, and to the extent that it complies with the law.

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

C. 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.

D. 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.

E. 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. Force Majeure The inability of CSS to comply with any deadline set forth in this

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Settlement Agreement due to an act of terrorism, fire, earthquake, civil disorders, war, an act of God or similar event that is beyond the reasonable control of CSS shall be grounds to amend the deadlines set forth in this Agreement.

XV. 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: 10/21/2026

MONARCH

By: 

Dated: October 19, 2026

CREATIVE SAFETY SUPPLY

By: Ben Geck



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