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**FILED**  
**ALAMEDA COUNTY**

JUN 13 2014

CLERK OF THE SUPERIOR COURT  
 By *Guerrero* Deputy

5 Attorneys for Plaintiff  
 6 SHEFA LMV, LLC

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12 Attorneys for Defendant  
 13 ALESSANDRA COLLECTION S.A.S.

14 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
 15 COUNTY OF ALAMEDA

16	Coordination Proceeding	)	JUDICIAL COUNCIL COORDINATION
17	Special Title (Rule 3.350)	)	PROCEEDING NO: 4765
18	PROPOSITION 65 COCAMIDE DEA	)	
19	CASES	)	[ <i>Shefa LMV, LLC v. Ross Stores, et al.,</i>
20		)	Los Angeles County Superior Court
21		)	No. BC521400]
22		)	[PROPOSED] AMENDED CONSENT
23		)	JUDGMENT AS TO ALESSANDRA
24		)	COLLECTION S.A.S.
25		)	
26		)	Judge: Hon. George C. Hernandez, Jr.
27		)	
28		)	Action filed: October 11, 2013

1     **1. INTRODUCTION**

2             **1.1. SHEFA LMV, LLC and ALESSANDRA COLLECTION SAS.**

3             This Consent Judgment is entered into by and between plaintiff Shefa LMV, LLC (“Shefa  
4     LMV”) and ALESSANDRA COLLECTION S.A.S. (“ALESSANDRA”), with Shefa LMV and  
5     ALESSANDRA collectively referred to as the “parties,” and individually as a “party.” Shefa LMV  
6     is an entity organized in the State of California, which has asserted that it seeks to promote  
7     awareness of exposure to toxic chemicals and to improve human health by reducing or eliminating  
8     hazardous substances contained in consumer and commercial products. Shefa LMV alleges that  
9     ALESSANDRA employs ten or more persons and is a person in the course of doing business for  
10    purposes of the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health &  
11    Safety Code § 25249.6, *et seq.* (“Proposition 65”).

12            **1.2. General Allegations**

13            Shefa LMV alleges that ALESSANDRA has manufactured, imported, distributed and/or  
14    sold shampoo and shower gel products that contain cocamide diethanolamine (“cocamide DEA”)   
15    without the requisite Proposition 65 warnings. Cocamide DEA is on the Proposition 65 list as  
16    known to cause birth defects and other reproductive harm.

17            **1.3. Product Description**

18            As used in this Consent Judgment, “Products” shall mean products containing cocamide  
19    DEA including, but not limited to, Joc Care Rehydrating Shampoo, that are manufactured,  
20    imported, distributed and/or sold by ALESSANDRA in the State of California.

21            **1.4. Notice of Violation**

22            On July 1, 2013, Shefa LMV served ALESSANDRA and various public enforcement  
23    agencies with a document entitled “60-Day Notice of Violation” (the “Notice”) that provided  
24    recipients with notice alleging that ALESSANDRA was in violation of Proposition 65 for failing  
25    to warn consumers and customers that the Products exposed users in California to cocamide DEA.  
26    No public enforcer has diligently prosecuted the allegations set forth in the Notice.

27            **1.5. No Admission**

              ALESSANDRA denies the material, factual and legal allegations contained in Shefa

1 LMV's Notice and maintains that it has at all times been in compliance with all laws and all  
2 products that it has sold, manufactured, imported and/or distributed in California, including the  
3 Products. Nothing in this Consent Judgment shall be construed as an admission by  
4 ALESSANDRA of any fact, finding, issue of law or violation of law, nor shall compliance with  
5 this Consent Judgment constitute or be construed as an admission by ALESSANDRA of any fact,  
6 finding, conclusion, issue of law or violation of law. However, this Section shall not diminish or  
7 otherwise affect ALESSANDRA's obligations, responsibilities and duties under this Consent  
8 Judgment.

9 **1.6. Consent to Jurisdiction**

10 For purposes of this Consent Judgment only, the parties stipulate that this Court has  
11 jurisdiction over ALESSANDRA as to the allegations contained in the Complaint, that venue is  
12 proper in Alameda County Superior Court, and that this Court or, if the case is transferred back to  
13 the Los Angeles County Superior Court at the conclusion of the Coordination Action, the Los  
14 Angeles Superior Court has jurisdiction to enter and enforce the provisions of this Consent  
15 Judgment.

16 **1.7. Execution Date**

17 For purposes of this Consent Judgment, the term "Execution Date" shall mean the date this  
18 Consent Judgment is signed by both parties.

19 **1.8. Effective Date**

20 For purposes of this Consent Judgment, the term "Effective Date" shall mean the date the  
21 Court enters Judgment pursuant to the terms of this Consent Judgment.

22 **2. INJUNCTIVE RELIEF**

23 **2.1. Reformulation of Covered Products**

24 As of the Effective Date, ALLESANDRA shall not manufacture, distribute, sell or offer for  
25 sale any Covered Product that contains Cocamide DEA and that will be sold or offered for sale to  
26 California consumers. For purposes of this Consent Judgment, a product "contains cocamide  
27 DEA" if cocamide DEA is an intentionally added ingredient in the product and/or part of the  
28 product formulation.

1           **2.2. Suppliers**

2           No more than 30 days after the Effective Date, ALLESANDRA shall issue specifications to  
3 its suppliers of Covered Products requiring that Covered Products not contain any cocamide DEA,  
4 and shall instruct each supplier to use reasonable efforts to eliminate Covered Products containing  
5 cocamide DEA on a nationwide basis.

6           **2.3. Sell Through Period**

7           ALESSANDRA's Products that were manufactured and distributed for retail sale prior to  
8 the Effective Date shall be subject to the release of liability pursuant to Section 5 of this Consent  
9 Judgment, without regard to when such Products were, or are in the future, sold to consumers. As a  
10 result, the obligations of ALESSANDRA as set forth in this Consent Judgment, including but not  
11 limited to Section 2.1, do not apply to these products.

12           **3. ENFORCEMENT**

13           Shefa may, by motion or application for an order to show cause before the Alameda County  
14 Superior Court, or, if the case is transferred back to the Los Angeles County Superior Court at the  
15 conclusion of the Coordination Action, the Los Angeles Superior Court, may enforce the terms and  
16 conditions contained in this Consent Judgment. Prior to bringing any motion or application to  
17 enforce the requirements of Section 2 above, Shefa shall provide the Defendant with Notice of  
18 Violation and a copy of any test results which purportedly support Shefa's Notice of Violation.  
19 The Parties shall then meet and confer regarding the basis for Shefa's anticipated motion or  
20 application in an attempt to resolve the matter informally, including providing Settling Defendant a  
21 reasonable opportunity of at least thirty (30) days to cure any alleged violation. Should such  
22 attempts at informal resolution fail, Shefa may file its enforcement motion or application. The  
23 prevailing party on any motion to enforce this Consent Judgment shall be entitled to its reasonable  
24 attorney's fees and costs incurred as a result of such motion or application.

25           **4. MONETARY PAYMENTS**

26           **4.1. Civil Penalty Payment Pursuant to Health & Safety Code § 25249.7(b)**

27           ALESSANDRA shall pay a total civil penalty payment of \$520. The civil penalty shall be  
28 apportioned in accordance with California Health & Safety Code § 25249.12 (c) and (d), with

1 75% of these funds remitted to the State of California's Office of Environmental Health Hazard  
2 Assessment ("OEHHA") and the remaining 25% of the penalty remitted to Shefa LMV, both  
3 pursuant to the procedures set forth in Section 4.3.

4 **4.2. Reimbursement of Shefa LMV's Fees and Costs**

5 The parties acknowledge that Shefa LMV and its counsel offered to resolve this dispute  
6 without reaching terms on the amount of fees and costs to be reimbursed to them, thereby leaving  
7 this fee issue to be resolved after the material terms of the agreement had been settled.

8 ALESSANDRA expressed a desire to resolve the fee and cost issue after the other settlement  
9 terms had been agreed. The Parties then attempted to (and did) reach an accord on the  
10 compensation due to Shefa LMV and its counsel under general contract principles and the private  
11 attorney general doctrine codified at California Code of Civil Procedure § 1021.5, for all legal  
12 work ever performed in this matter. Under these legal principles, ALESSANDRA shall pay the  
13 amount of \$6,000 for all fees and costs, including fees and costs incurred and to be incurred  
14 investigating, litigating and enforcing this matter, and in negotiating, drafting, and obtaining the  
15 Court's approval of this Consent Judgment in the public interest.

16 **4.3. Payment Procedures**

17 All payments required by Sections 4.1 and 4.2 shall be made within ten (10) days of the  
18 later of (1) the expiration of the time for filing a notice of appeal of this Consent Judgment; and  
19 (2) if this Consent Judgment is appealed, the date that a remittitur is issued affirming this Consent  
20 Judgment. Payment shall be made in three checks made payable as follows:

- 21 (a) one check to "OEHHA" in the amount of \$390;  
22 (b) one check to "Law Office of Daniel N. Greenbaum in Trust for Shefa LMV, LLC" in  
23 the amount of \$130;  
24 (c) one check to "Law Office of Daniel N. Greenbaum" in the amount of \$6,000.

25 **4.4. Issuance of 1099 Forms**

26 After the settlement funds have been transmitted to Shefa LMV's counsel, and within the  
27 time frame required by law, ALESSANDRA or its attorneys shall issue separate 1099 forms, as  
28 follows:

- 1 (a) one 1099 form to the "Office of Environmental Health Hazard Assessment" (EIN:  
2 68-0284486) in the amount of \$390;
- 3 (b) a second 1099 form to "Shefa LMV, LLC" in the amount of \$130, whose address  
4 and tax identification number shall be furnished upon request;
- 5 (c) a third 1099 to "Law Office of Daniel N. Greenbaum" (EIN: 46-4580172) in the  
6 amount of \$6,000;

7 **4.5. Issuance of Payments.**

8 **4.5.1.** All payments owed to Shefa LMV, pursuant to Section 4.1, shall be  
9 delivered to the following payment address:

10 Daniel N. Greenbaum, Esq.  
11 Law Office of Daniel N. Greenbaum  
12 14752 Otsego Street  
13 Sherman Oaks, CA 91403

14 **4.5.2.** All payments owed to OEHHA (EIN: 68-0284486), pursuant to Section 4.1,  
15 shall be delivered directly to OEHHA (Memo line "Prop 65 Penalties") at the following addresses:

16 Mike Gyrics  
17 Fiscal Operations Branch Chief  
18 Office of Environmental Health Hazard Assessment  
19 P.O. Box 4010  
20 Sacramento, CA 95812-4010

21 With a copy of the checks payable to OEHHA mailed to the Law Office of Daniel N. Greenbaum  
22 at the address set forth above in 4.5.1, as proof of payment to OEHHA.

23 **5. CLAIMS COVERED AND RELEASED**

24 **5.1. Release of ALESSANDRA**

25 Plaintiff, acting on its own behalf and in the public interest, releases ALESSANDRA, its  
26 parents, subsidiaries, affiliated entities that are under common ownership, directors, officers,  
27 employees, attorneys, and each entity to whom ALESSANDRA directly or indirectly distributes or  
28 sells Products, including, but not limited to, downstream distributors, wholesalers, customers,  
retailers, including specifically, but not limited to Ross Stores, Inc., franchisees, cooperative  
members, licensors, and licensees ("Releasees"), from all claims for violations of Proposition 65  
up through the date on which this Consent Judgment is signed by both parties based on exposure to

1 cocamide DEA from the Products as set forth in the Notice. Compliance with the terms of this  
2 Consent Judgment constitutes compliance with Proposition 65 with respect to exposures to  
3 cocamide DEA from the Products as set forth in the Notice.

4 **5.2.** Shefa LMV and its owners and managers and any entity under common ownership of  
5 Plaintiff, in their individual capacities only and *not* in its representative capacities, hereby release  
6 ALESSANDRA, its parents, subsidiaries, affiliated entities that are under common ownership,  
7 directors, officers, employees, attorneys, and each entity to whom ALESSANDRA directly or  
8 indirectly distributes or sells Products, including, but not limited to, downstream distributors,  
9 wholesalers, customers, retailers, including specifically, but not limited to Ross Stores, Inc.,  
10 franchisees, cooperative members, licensors, and licensees ("Releasees"), from all claims for  
11 violations of Proposition 65 up through the date on which this Consent Judgment is signed by both  
12 parties, including, without limitation, any claims based on exposure to cocamide DEA from the  
13 Products as set forth in the Notice.

14 **5.3. ALESSANDRA's Release of Shefa LMV**

15 ALESSANDRA on behalf of itself, its past and current agents, representatives, attorneys,  
16 successors, and/or assignees, hereby waives any and all claims against Shefa LMV, its attorneys  
17 and other representatives, for any and all actions taken or statements made (or those that could  
18 have been taken or made) by Shefa LMV and its attorneys and other representatives, whether in the  
19 course of investigating claims or otherwise seeking to enforce Proposition 65 against it in this  
20 matter with respect to the Products.

21 **5.4 Section 1542 Waiver.**

22 In furtherance of the foregoing, the Parties, Shefa LMV on its own behalf and *not* in its  
23 representative capacity and ALESSANDRA, acting on their own behalf and their past and current  
24 agents, representatives, attorneys, and successors and/or assigns, hereby waives any and all rights  
25 and benefits which it now has, or in the future may have, conferred upon it with respect to the  
26 Products by virtue of the provisions of California Civil Code section 1542, which provides as  
27 follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE  
28 CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE

1 TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE  
2 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

3 The Parties voluntarily, and with full knowledge of its significance, waive and relinquish  
4 any and all rights that they have under Section 1542, as well as under the provisions of all  
5 comparable, equivalent or similar state and federal statutes and principles of common and  
6 decisional law.

7 **6. COURT APPROVAL**

8 This Consent Judgment is not effective until it is approved and entered by the Court and  
9 shall be null and void if, for any reason, it is not approved and entered by the Court within one year  
10 after it has been fully executed by all parties.

11 **7. SEVERABILITY**

12 If, subsequent to the execution of this Consent Judgment, any of the provisions of this  
13 Consent Judgment are held by a court to be unenforceable, the validity of the enforceable  
14 provisions remaining shall not be adversely affected.

15 **8. GOVERNING LAW**

16 The terms of this Consent Judgment shall be governed by the laws of the State of California  
17 and the obligations of ALESSANDRA hereunder as to the Products apply only within the State of  
18 California. In the event that Proposition 65 is repealed, preempted or is otherwise rendered  
19 inapplicable by reason of law generally, or if any of the provisions of this Consent Judgment are  
20 rendered inapplicable or no longer required as a result of any such repeal or preemption or  
21 rendered inapplicable by reason of law generally as to the Products, including, without limitation,  
22 the removal of cocamide DEA from OEHHA's list of Proposition 65 chemicals, then  
23 ALESSANDRA shall have no further obligations pursuant to this Consent Judgment with respect  
24 to, and to the extent that, the Products are so affected.

25 **9. NOTICES**

26 Unless specified herein, all correspondence and notices required to be provided pursuant to  
27 this Consent Judgment shall be in writing and (i) personally delivered, (ii) sent by first-class,  
28 (registered or certified mail) return receipt requested, or (iii) sent by overnight courier to one party

1 from the other party at the following addresses:

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To ALESSANDRA:

Alessandra Baiesi  
Alessandra Collection S.r.l.  
Via Grazia, 11  
40069 Zola Predosa (BO)  
Italy

To Shefa LMV:

Daniel N. Greenbaum, Esq.  
Law Office of Daniel N. Greenbaum  
14752 Otsego Street  
Sherman Oaks, CA 91403

With a copy to:

Aaron C. Gundzik  
Gartenberg Gelfand Hayton & Selden LLP,  
801 S. Figueroa St., Ste. 2170  
Los Angeles, CA 90017

Any party, from time to time, may specify in writing to the other party a change of address to which all notices and other communications shall be sent.

**10. COUNTERPARTS; FACSIMILE/PDF SIGNATURES**

This Consent Judgment may be executed in counterparts and by facsimile or pdf signature, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document. A facsimile or pdf signature shall be as valid as the original.

**11. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(f)**

Shefa LMV and its attorneys agree to comply with the reporting form requirements referenced in California Health & Safety Code § 25249.7(f).

**12. ADDITIONAL POST EXECUTION ACTIVITIES**

By this Consent Judgment and upon its approval, the Parties waive their right to trial on the merits, and waive their rights to seek appellate review of this Consent Judgment and any and all interim rulings, including any pleading, procedural, and discovery orders, only, however, as they relate to ALESSANDRA. Shefa LMV and ALESSANDRA agree to mutually employ their, and their counsel's, best efforts to support the entry of this agreement as a Consent Judgment and obtain approval of the Consent Judgment by the Court in a timely manner. The parties acknowledge that, pursuant to California Health & Safety Code § 25249.7, a noticed motion is required to obtain judicial approval of this Consent Judgment, which Shefa LMV shall draft and

1 file, and ALESSANDRA shall not oppose. ALESSANDRA may, however, file a statement in  
2 response to Shefa LMV's motion. If any third party objection to the noticed motion is filed, Shefa  
3 LMV and ALESSANDRA shall work together to file a joint reply or separate replies if the parties  
4 so desire and appear at any hearing before the Court. This provision is a material component of the  
5 Consent Judgment and shall be treated as such in the event of a breach. If this Consent Judgment  
6 is not approved by the Court, (a) this Consent Judgment shall terminate and become null and void,  
7 and the action shall revert to the status that existed prior to the execution date of this Consent  
8 Judgment; (b) no term of this Consent Judgment or any draft thereof, or of the negotiation,  
9 documentation, or other part or aspect of the Parties' settlement discussions, shall have any effect,  
10 nor shall any such matter be admissible in evidence for any purpose in this action, or in any other  
11 proceeding; and (c) the parties agree to meet and confer to determine whether to modify the terms  
12 of the Consent Judgment and to resubmit it for approval.

13 **13. MODIFICATION**

14 This Consent Judgment may be modified only: (1) by written agreement of the parties and  
15 upon entry of a modified Consent Judgment by the Court thereon; or (2) upon a successful motion  
16 of any party and entry of a modified Consent Judgment by the Court.

17 **14. AUTHORIZATION**

18 The undersigned are authorized to execute this Consent Judgment and have read,  
19 understood, and agree to all of the terms and conditions of this Consent Judgment.

20 **15. REQUEST FOR FINDINGS, APPROVAL OF SETTLEMENT AND ENTRY OF**  
21 **CONSENT JUDGMENT**

22 This Consent Judgment came before this Court upon the request of the Parties. The Parties  
23 request the Court to review this Consent Judgment and to make the following findings pursuant to  
24 Cal. Health & Safety Code § 25249.7(f)(4):

- 25 1. The injunctive relief required by the Consent Judgment complies with Cal. Health  
26 & Safety Code § 25249.7;
- 27 2. The reimbursement of fees and costs to be paid pursuant to the Consent Judgment is  
28 reasonable under California law; and

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3. The civil penalty amount to be paid pursuant to Consent Judgment is reasonable.

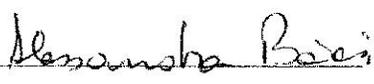
AGREED TO:

AGREED TO:

Date: 5/21/14

Date: 21<sup>st</sup> May 2014

By:   
Plaintiff, Shefa LMV, LLC

By: 

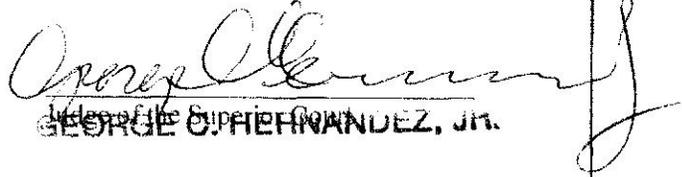
Print: Alisa Fried  
Its: Managing Member

Defendant, ALESSANDRA  
COLLECTION S.A.S.

**ORDER AND JUDGMENT**

1 Based upon the stipulated Consent Judgment between Shefa LMV, LLC and ALESSANDRA  
2 COLLECTION S.A.S., the settlement is approved and the clerk is directed to enter judgment in  
3 accordance with the terms herein.

4 Dated: 6/13/2014

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6 **GEORGE O. HERNANDEZ, JR.**

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