

State of California - Department of Justice - Attorney General's Office - Proposition 65 Enforcement Reporting

Attention: Prop 65 Coordinator, 1515 Clay Street, Suite 2000, Oakland, CA 94612

FORM JUS 1502
(03-01)

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

REPORT OF ENTRY OF JUDGMENT

Please print or type required information

Original Filing Supplemental Filing Corrected Filing

PARTIES TO THE ACTION	PLAINTIFF(S) Shefa LMV LLC			
	DEFENDANT(S) INVOLVED IN JUDGMENT First Naturals Brands LTD			
CASE INFO	COURT DOCKET NUMBER JCCP004765		COURT NAME Alameda Superior Court	
	SHORT CASE NAME Proposition 65 Cocamide DEA Cases			
REPORT INFO	INJUNCTIVE RELIEF Reformultion and/or warning label			
	PAYMENT: CIVIL PENALTY \$1,000.00	PAYMENT: ATTORNEYS FEES \$10,000.00	PAYMENT: OTHER \$0.00	
	DATE SUBMITTED TO COURT 06 / 08 / 2015	IS JUDGMENT PURSUANT TO SETTLEMENT? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	IF YES, DATE SETTLEMENT WAS REPORTED TO ATTORNEY GENERAL 05 / 28 / 2015	
	COPY OF JUDGMENT MUST BE ATTACHED			
FILER INFO	NAME OF CONTACT Daniel N. Greenbaum, Esq.			
	ORGANIZATION Law Office of Daniel Greenbaum		TELEPHONE NUMBER (818) 809-2199	
	ADDRESS 7120 Hayvenhurst Ave., Suite 320		FAX NUMBER (424) 243-7689	
	CITY Van Nuys	STATE ZIP CA 91406	E-MAIL ADDRESS dgreenbaum@greenbaumlawfirm.com	

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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 judgment 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.

1 LAW OFFICE OF DANIEL N. GREENBAUM
2 Daniel N. Greenbaum, Esq. (SBN 268104)
3 The Hathaway Building
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5 Suite 320
6 Van Nuys, CA 91406
7 Telephone: (818) 809-2199
8 Facsimile: (424) 243-7689
9 Email: dgreenbaum@greenbaumlawfirm.com

10 Attorney for Plaintiff SHEFA LMV, LLC

11 CONKLE KREMER & ENGEL
12 H. Kim Sim
13 3130 Wilshire Boulevard
14 Suite 500
15 Santa Monica, CA 90403
16 Telephone: 310-998-9100
17 Facsimile: 310-998-9109
18 Email: k.sim@conklelaw.com

19 Attorney for Defendant
20 FIRST NATURAL BRANDS LTD

21 SUPERIOR COURT OF THE STATE OF CALIFORNIA
22 FOR THE COUNTY OF ALAMEDA

23 Coordination Proceeding
24 Special Title (Rule 3.350)
25
26
27
28 PROPOSITION 65 Cocamide Cocamide DEA
CASES

) JUDICIAL COUNCIL COORDINATION
) PROCEEDING NO: 4765
)
)
) [Shefa LMV, LLC v. CVS Pharmacy, Inc., et
) al., Los Angeles County Superior Court No.
) BC520411]
) ~~PROPOSED~~ CONSENT JUDGMENT
) AS TO FIRST NATURAL BRANDS LTD
)
) Judge: Hon. George C. Hernandez, Jr.
)
) Action filed: September 04, 2013
)
)
)

ENDORSED
FILED
ALAMEDA COUNTY

JUL 21 2015

CLERK OF THE SUPERIOR COURT
By YOLANDA ESTRADA Deputy

1 **1. INTRODUCTION**

2 **1.1. Shefa LMV, LLC and First Natural Brands LTD**

3 This Stipulated Consent Judgment (“Consent Judgment”) is entered into by and between
4 plaintiff Shefa LMV, LLC (“Shefa LMV”) and First Natural Brands LTD (“First Natural Brands”),
5 with Shefa LMV and First Natural Brands sometimes collectively referred to herein as the “parties,”
6 and individually as a “party.” Shefa LMV is an entity organized in the State of California, and alleges
7 that it seeks to promote awareness of exposure to toxic chemicals and to improve human health by
8 reducing or eliminating hazardous substances contained in consumer and commercial products. Shefa
9 LMV alleges that First Natural Brands employs ten (10) or more persons and is a person in the course
10 of doing business for purposes of the Safe Drinking Water and Toxic Enforcement Act of 1986,
11 California Health & Safety Code section 25249.6, *et seq.* (“Proposition 65”).
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14 **1.2. General Allegations**

15 Shefa LMV alleges that First Natural Brands has manufactured, imported, distributed and/or
16 sold soap, shampoo and/or body wash products that contain coconut oil diethanolamine condensate
17 (“Cocamide DEA”) without the requisite Proposition 65 warnings. Cocamide DEA is listed pursuant to
18 Proposition 65 as a chemical known to the State of California to cause cancer. First Natural Brands
19 denies these allegations.
20

21 **1.3. Covered Product Description**

22 The products covered by this Consent Judgment are soap, shampoo and/or body wash products
23 manufactured and distributed by First Natural Brands that contain or are alleged to contain Cocamide
24 DEA, and which is distributed, marketed, sold, or offered for sale in California by First Natural Brands
25 or any supplier, distributor, retailer, or wholesaler, including but not limited to Tisserand Tea Tree+
26 Body Wash. All such products are referred to herein collectively as the “Covered Products,” or
27 individually as a “Covered Product.”
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1.4. Notice of Violation

On or about January 16, 2014, Shefa LMV served First Natural Brands and various public enforcement agencies with a document entitled “60-Day Notice of Violation” (the “Notice”) that provided recipients with notice alleging that First Natural Brands was in violation of Proposition 65 for failing to warn consumers and customers that the Covered Products exposed users in California to Cocamide DEA. More than 60-days have passed and no designated public enforcer has prosecuted the allegations set forth in the Notice. On or about May 12, 2014, Shefa LMV served First Natural Brands’ distributor, Lotus Light, and various public enforcement agencies with a document entitled “60-Day Notice of Violation” that provided recipients with notice alleging that Lotus Light was in violation of Proposition 65 for failing to warn consumers and customers that the Covered Products exposed users in California to Cocamide DEA.

1.5. Complaint

On or about September 4, 2013, Shefa LMV filed a complaint in the Los Angeles County Superior Court against CVS Pharmacy, Inc. alleging, inter alia, violations of Proposition 65, based on the alleged exposure to Cocamide DEA contained in certain products sold in California without first providing clear and reasonable warnings in violation of California Health and Safety Code section 25249.6. The action is titled, *Shefa LMV, LLC v. CVS Pharmacy, et al.*, Case No. BC520411. The action was subsequently transferred to the Alameda County Superior Court and added to the coordination proceeding styled, Proposition 65 Cocamide DEA Cases, JCCP 4765. On or about June 27, 2014, First Natural Brands was added to *Shefa LMV LLC v. CVS Pharmacy, et al.*, thereby adding it to the Proposition 65 Cocamide DEA Cases.

1.6. No Admission

First Natural Brands denies the material, factual and legal allegations contained in Shefa LMV’s Notice and Complaint and specifically denies that the Covered Products required a Proposition

1 65 warning or otherwise caused harm to any person. First Natural Brands maintains that the Covered
2 Products were sold in California in compliance with all laws. The parties have entered into this
3 Consent Judgment in order to settle, compromise and resolve disputed claims and thus avoid prolonged
4 and costly litigation. Nothing in this Consent Judgment shall be construed as an admission by First
5 Natural Brands or by any of its respective officers, directors, managers, partners, shareholders,
6 employees, agents, parent companies, subsidiaries, divisions, affiliates, franchises, licensees,
7 customers, suppliers, manufacturers, distributors, wholesalers, or retailers, of any fact, finding,
8 conclusion, issue or violation of law, fault, wrongdoing, or liability, including without limitation, any
9 admission concerning any alleged violation of Proposition 65, nor shall compliance with this Consent
10 Judgment constitute or be construed as an admission by First Natural Brands of any fact, finding,
11 conclusion, issue or violation of law, fault, wrongdoing, or liability, the same being specifically denied
12 by First Natural Brands. This Consent Judgment shall not be offered or admitted as evidence in any
13 administrative or judicial proceeding or litigation in any court, agency or forum, except with respect to
14 an action seeking to enforce the terms of this Consent Judgment. Except as expressly set forth herein,
15 nothing in this Consent Judgment shall prejudice, waive, or impair any right, remedy, argument, or
16 defense the parties may have in any other or future legal proceeding unrelated to these proceedings.
17 However, this Section shall not diminish or otherwise affect First Natural Brands' obligations,
18 responsibilities and duties under this Consent Judgment.
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22 **1.7. Consent to Jurisdiction**

23 For purposes of this Consent Judgment only, the parties stipulate that this Court has jurisdiction
24 over First Natural Brands as to the allegations contained in the Complaint, that venue is proper in
25 Alameda County Superior Court, and that this Court has jurisdiction to enter and enforce the
26 provisions of this Consent Judgment as a full and final resolution of all claims which were or could
27 have been asserted in this action based on the facts alleged in the Notices of Violation and the
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1 Complaint.

2 **1.8. Effective Date**

3 For purposes of this Consent Judgment, the term "Effective Date" shall mean the date the Court
4 enters Judgment pursuant to the terms of this Consent Judgment.
5

6 **2. INJUNCTIVE RELIEF - REFORMULATION**

7 **2.1.** As of the Effective Date, First Natural Brands shall not manufacture, distribute, sell or offer
8 for sale any Covered Product sold or offered for sale to California consumers that contains Cocamide
9 DEA.

10 **2.2.** For purposes of this Consent Judgment, a Covered Product "contains Cocamide DEA" if
11 Cocamide DEA is an intentionally added ingredient in the Covered Product. For purposes of this
12 Consent Judgment, the term "distributes for sale into California" shall mean to directly ship a Covered
13 Product into California for sale in California or to sell a Covered Product to a distributor that First
14 Natural Brands knows will sell the Covered Product in California.
15

16 **2.3. Sell through period.**

17 First Natural Brands' Covered Products that were manufactured or distributed for retail sale
18 prior to the Effective Date shall be subject to the release of liability pursuant to Section 5 of this
19 Consent Judgment, without regard to when such Covered Products were, or are in the future, sold to
20 consumers. As a result, the obligations of First Natural Brands as set forth in this Consent Judgment,
21 including but not limited Section 2.1, do not apply to these products.
22

23 **3. RETENTION OF JURISDICTION, GOOD FAITH ATTEMPT TO RESOLVE DISPUTES;**
24 **ENFORCEMENT OF CONSENT JUDGMENT**

25 **3.1.** This Court shall retain jurisdiction of this matter to enforce, modify or terminate this
26 Consent Judgment.

27 **3.2.** Only after it complies with Sections 3.3, Shefa LMV may, by motion or application for
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1 an order to show cause before the Alameda County Superior Court, enforce the terms and conditions
2 contained in this Consent Judgment.

3 **3.3.** Prior to bringing any motion to enforce the requirements of Section 2 above, Shefa
4 LMV shall provide First Natural Brands with a notice of violation and a copy of all test results which
5 purportedly support Shefa LMV's notice of violation. The parties shall then meet and confer regarding
6 the basis for Shefa LMV's anticipated motion in an attempt to resolve it informally, including
7 providing First Natural Brands a reasonable opportunity of at least thirty (30) days to cure any alleged
8 violation. Should such attempts at informal resolution fail, Shefa LMV may file its enforcement
9 motion or application. The prevailing party on any motion to enforce this Consent Judgment shall be
10 entitled to its reasonable attorneys' fees and costs incurred as a result of such motion. As used in the
11 preceding sentence, the term "prevailing party" means a party who is successful in obtaining relief
12 more favorable to it than the relief that the other party was amenable to providing in writing and with
13 specificity during the parties' good faith attempt to resolve the dispute that is the subject of such
14 enforcement action.
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16

17 **4. SETTLEMENT PAYMENT**

18 First Natural Brands shall make the following payments in full satisfaction of all potential civil
19 penalties, payment in lieu of civil penalties, attorneys' fees and costs:
20

21 **4.1. Civil Penalty Payment Pursuant to Health & Safety Code § 25249.7(b)**

22 First Natural Brands shall pay a total civil penalty payment of \$1,000.00 within ten (10) days
23 of receiving the Notice of Entry of Judgment, as follows: the civil penalty shall be apportioned in
24 accordance with California Health & Safety Code sections 25249.12 (c) and (d), with 75% of the
25 funds remitted to the State of California's Office of Environmental Health Hazard Assessment
26 ("OEHHHA") and the remaining 25% of the funds remitted to Shefa LMV, both pursuant to the
27 procedures set forth in Section 4.3.
28

1 **4.2. Reimbursement of Shefa LMV's Fees and Costs**

2 The parties acknowledge that Shefa LMV and its counsel offered to resolve this dispute
3 without reaching terms on the amount of fees and costs to be reimbursed to them, thereby leaving this
4 fee issue to be resolved after the material terms of the agreement had been settled. First Natural
5 Brands expressed a desire to resolve the fee and cost issue after the other settlement terms had been
6 agreed. The parties then attempted to (and did) reach an accord on the compensation due to Shefa
7 LMV and its counsel under general contract principles and the private attorney general doctrine
8 codified at California Code of Civil Procedure section 1021.5, for all work performed in this matter.
9 Under these legal principles, First Natural Brands shall pay the amount of \$10,000.00 within ten (10)
10 days of receiving the Notice of Entry of Judgment for fees and costs incurred by Shefa LMV for
11 investigating, litigating and enforcing this matter, including the fees and costs incurred (and yet to be
12 incurred) in negotiating, drafting, and obtaining the Court's approval of this Consent Judgment.
13
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15 **4.3. Payment Procedures**

16 All payments required by Sections 4.1 and 4.2 shall be within ten (10) days of receiving the
17 Notice of Entry of Judgment, in three checks made payable as follows:

- 18 (a) one check to "OEHHHA" in the amount of \$750.00;
19 (b) one check to "Law Office of Daniel N. Greenbaum in Trust for Shefa LMV, LLC" in the
20 amount of \$250.00;
21 (c) one check to "Law Office of Daniel N. Greenbaum" in the amount of \$10,000.00.
22

23 **4.4. Issuance of Payments.**

24 **4.4.1.** All payments owed to Shefa LMV, pursuant to Section 4.1, shall be delivered to
25 the following payment address:

26 Daniel N. Greenbaum, Esq.
27 Law Office of Daniel N. Greenbaum
28 The Hathaway Building

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7120 Hayvenhurst Avenue
Suite 320
Van Nuys, CA 91406

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

Mike Gyurics
Fiscal Operations Branch Chief
Office of Environmental Health Hazard Assessment
P.O. Box 4010
Sacramento, CA 95812-4010

First Natural Brands shall also send a copy of the checks payable to OEHHA to the Law Office of Daniel N. Greenbaum at the address set forth above in 4.4.1.

5. APPLICATION OF CONSENT JUDGMENT; BINDING EFFECT; CLAIMS COVERED AND RELEASED

5.1. This Consent Judgment may apply to, be binding upon and benefit the Parties, and their respective officers, directors, managers, partners, shareholders, employees, agents, parent companies, subsidiaries, divisions, affiliates, franchisees, licensees, customers, distributors, wholesalers, retailers, predecessors, successors and assigns and Shefa LMV on its own behalf and in the public interest. This Consent Judgment shall have no application to Covered Products that are exclusively distributed and/or sold outside the State of California. With respect to Covered Products that are distributed and/or sold both inside and outside of California, the requirements contained in this Consent Judgment apply to the Covered Products only to the extent that the distribution and/or sales occur in California.

5.2. This Consent Judgment is a full, final, and binding resolution between Shefa LMV, on behalf of itself, and in the public interest, and First Natural Brands, and its respective officers, directors, managers, partners, shareholders, employees, agents, parent companies, subsidiaries, divisions, affiliates, franchisees, licensees, customers, distributors, wholesalers, retailers, predecessors, successors and assigns of any alleged violation of Proposition 65 or its implementing regulations for

1 failure to provide Proposition 65 warnings of exposure to Cocamide DEA from the handling, use or
2 consumption of the Covered Products and fully and finally resolves all claims that have been or could
3 have been asserted in this action up to and including the Effective Date for failure to provide
4 Proposition 65 warnings for the Covered Products.

5
6 **5.3. Shefa LMV's Public Release of Proposition 65 Claims**

7 Shefa LMV, acting on its behalf and in the public interest, releases and discharges:

8 (a) First Natural Brands, its parents, directors, officers, managers, owners, shareholders,
9 divisions, subdivisions, subsidiaries, partners, sister companies, and affiliates, and their successors and
10 assigns (collectively, "Defendant Releasees"); and

11 (b) finished product or ingredient manufacturers, distributors, and suppliers, and all
12 entities to whom any Defendant Releasee directly or indirectly distributed or sold any Covered
13 Products, including but not limited to distributors, wholesalers, customers, retailers including but not
14 limited to Lotus Light Enterprises, Inc., Lotus Brands, Inc. and Lotus Light Natural Body Care,
15 franchisees, cooperative members, and Defendant Releasees' licensors and licensees (collectively,
16 "Additional Releasees"), from any and all claims, actions, causes of action, suits, demands, liabilities,
17 damages, penalties, fees, costs and expenses asserted, or that could have been asserted, as to any
18 alleged violation of Proposition 65 arising from or related to the failure to provide Proposition 65
19 warnings on the Covered Products regarding Cocamide DEA.
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21
22 **5.4. Shefa LMV's Individual Release of Claims**

23 Shefa LMV, on behalf of itself only, hereby releases and discharges the Defendant Releasees
24 and Additional Releasees from any and all known and unknown claims for alleged violations of
25 Proposition 65, or for any other statutory or common law claims, arising from or relating to alleged
26 exposures to Cocamide DEA in the Covered Products as set forth in the Notices. It is possible that
27 other claims not known to the parties arising out of the facts alleged in the Notices of Violation or the
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1 Complaint and relating to the Covered Products will develop or be discovered. Shefa LMV, on behalf
2 of itself only, acknowledges that this Consent Judgment is expressly intended to cover and include all
3 such claims, including all rights of action therefor. Shefa LMV has full knowledge of the contents of
4 California Civil Code section 1542. Shefa LMV, on behalf of itself only, acknowledges that the claims
5 released in Sections 5.2 and 5.3 above and this Section 5.4 may include unknown claims, and
6 nevertheless waives California Civil Code section 1542 as to any such unknown claims. California
7 Civil Code section 1542 reads as follows:
8

9 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH
10 THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS
11 OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE,
12 WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY
13 AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

14 Shefa LMV, on behalf of itself only, acknowledges and understands the significance and consequences
15 of this specific waiver of California Civil Code section 1542.

16 **5.5. First Natural Brands LTD and Shefa LMV LLC's Mutual Release**

17 First Natural Brands, on one hand, and Shefa LMV, on the other hand, their past and current
18 agents, representatives, attorneys, successors, and/or assignees, hereby waives any and all claims they
19 may have against each other, their attorneys or other representatives, for any and all actions taken or
20 statements made or undertaken by them in connection with the Notices of Violation or the Complaint
21 involving the Covered Products; provided, however, that nothing in this Section shall affect or limit
22 any party's right to seek to enforce the terms of this Consent Judgment.

23 **5.6. Compliance with the terms of this Consent Judgment constitutes compliance with**
24 Proposition 65 with respect to exposures to Cocamide DEA from the Covered Products.

25 **6. COURT APPROVAL**

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

2 **7. SEVERABILITY**

3 IF, subsequent to the execution of this Consent Judgment, any of the provisions of this Consent
4 Judgment are held by a court to be unenforceable, the validity of the enforceable provisions remaining
5 shall not be adversely affected.
6

7 **8. GOVERNING LAW**

8 The terms of this Consent Judgment shall be governed by the laws of the State of California
9 and the obligations of First Natural Brands hereunder as to the Covered Products apply only within the
10 State of California.

11 **9. NOTICES**

12 Unless specified herein, all correspondence and notices required to be provided pursuant to this
13 Consent Judgment shall be in writing and (i) personally delivered, (ii) sent by first-class, (registered or
14 certified mail) return receipt requested, or (iii) sent by overnight courier to one party from the other
15 party at the following addresses:
16

17 To First Natural Brands LTD
18 H. Kim Sim, Esq.
19 Conkle Kremer & Engel
20 3130 Wilshire Boulevard
21 Suite 500
22 Santa Monica, CA 90403

To Shefa LMV LLC:
Daniel N. Greenbaum, Esq.
Law Office of Daniel N. Greenbaum
The Hathaway Building
7120 Hayvenhurst Avenue
Suite 320
Van Nuys, CA 91406

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

25 **10. COUNTERPARTS: FACSIMILE/PDF SIGNATURES**

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

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

2 Shefa LMV and its attorneys agree to comply with the reporting form requirements referenced
3 in California Health & Safety Code section 25249.7(f) and with Title II of the California Code
4 Regulations, Section 3003.

5
6 **12. ADDITIONAL POST-EXECUTION ACTIVITIES**

7 Shefa LMV and First Natural Brands for themselves and their attorneys agree to employ their
8 best efforts to support the entry of this agreement as a Consent Judgment and obtain approval of the
9 Consent Judgment by the Court in a timely manner. The parties acknowledge that, pursuant to
10 California Health & Safety Code section 25249.7, a noticed motion is required to obtain judicial
11 approval of this Consent Judgment, which Shefa LMV shall draft and file, and First Natural Brands
12 shall not oppose. If any third party objection to the noticed motion is filed, Shefa LMV shall work
13 with First Natural Brands to file a joint reply or separate replies if the parties so desire and appear at
14 any hearing before the Court. This provision is a material component of the Consent Judgment and
15 shall be treated as such in the event of a breach.

16
17 **13. MODIFICATION AND TERMINATION**

18 **13.1.** This Consent Judgment may be modified only: (1) by written agreement of the parties
19 and upon entry of a modified Consent Judgment by the court thereon; or (2) upon a successful motion
20 of any party and entry of a modified Consent Judgment by the court.

21
22 **13.2.** If either party seeks to modify this Consent Judgment under Section 13.1, then the party
23 requesting the modification shall provide written notice to the other party of its intent ("Notice of
24 Intent"). If the party receiving the Notice of Intent seeks to meet and confer regarding the proposed
25 modification, then that party shall provide written notice to the other party within thirty (30) days of
26 receiving the Notice of Intent. If such notice is provided in a timely manner, then the parties shall
27 meet and confer in good faith as required in this Section. The parties shall meet in person or on the
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1 telephone within thirty (30) days of notification of intent to meet and confer. Within thirty (30) days
2 of such meeting, if the party receiving the Notice of Intent disputes the proposed modification, that
3 party shall provide the other party a written factual basis for its position. The parties shall continue to
4 meet and confer for an additional thirty (30) days in an effort to resolve any remaining disputes. The
5 parties may agree in writing to different deadlines for the meet and confer period.
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7 **13.3.** Where the meet and confer process does not lead to a joint motion or application in
8 support of a modification of the Consent Judgment, then either party may seek judicial relief on its
9 own. In such a situation, the prevailing party may seek to recover costs and reasonable attorney's fees.
10 As used in the preceding sentence, the term "prevailing party" means a party who is successful in
11 obtaining relief more favorable to it than the relief that the other party was amenable to providing in
12 writing and with specificity during the parties' good faith attempt to resolve the dispute that is the
13 subject of the modification.
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15 **13.4.** In the event that Proposition 65 is repealed, preempted or is otherwise rendered
16 inapplicable by reason of law generally, or if any of the provisions of this Consent Judgment are
17 rendered inapplicable or no longer required as a result of any such repeal or preemption or rendered
18 inapplicable by reason of law generally as to the Covered Products, including, without limitation, the
19 removal of Cocamide DEA from OEHHA's list of Proposition 65 chemicals, then First Natural Brands
20 shall notify Shefa LMV and its counsel and shall have no further obligations pursuant to this Consent
21 Judgment with respect to, and to the extent that, the Covered Products are so affected.
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23 **14. ENTIRE AGREEMENT**

24 This Consent Judgment contains the sole and entire agreement and understanding of the parties
25 with respect to the entire subject matter hereof, and any and all prior discussions, negotiations,
26 commitments and understandings related thereto. No representations, oral or otherwise, express or
27 implied, other than those contained herein have been made by any party hereto. No other agreements
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1 with respect to the subject matter of this Consent Judgment not specifically referred to herein, oral or
2 otherwise, shall be deemed to exist or to bind any of the parties.

3 **15. AUTHORIZATION**

4 Each signatory to this Consent Judgment certifies that he or she is fully authorized by the party
5 he or she represents to stipulate to this Consent Judgment and to enter into and execute the Consent
6 Judgment on behalf of the party represented and legally bind that party. The undersigned have read,
7 understand and agree to all of the terms and conditions of this Consent Judgment. Except as explicitly
8 provided herein, each party is to bear its own fees and costs.
9

10 **16. REQUEST FOR FINDINGS, APPROVAL OF SETTLEMENT AND ENTRY OF**
11 **CONSENT JUDGMENT**

12 **16.1.** This Consent Judgment came before this Court upon the request of the parties. The parties
13 request the Court to review this Consent Judgment and to make the following findings pursuant to Cal.
14 Health & Safety Code § 25249.7(f)(4):

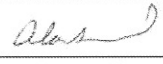
- 15 1. The injunctive relief required by the Consent Judgment complies with Cal. Health &
16 Safety Code § 25249.7;
- 17 2. The reimbursement of fees and costs to be paid pursuant to the Consent Judgment is
18 reasonable under California law; and
- 19 3. The civil penalty amount to be paid pursuant to Consent Judgment is reasonable.
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21 The undersigned are authorized to execute this Consent Judgment and have read, understood, and
22 agree to all of the terms and conditions of this Consent Judgment.
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AGREED TO:

Date: 5/28/2015


By: 
Plaintiff, Shefa LMV, LLC

Print: Alisa Fried

Its: Managing Member

AGREED TO:

Date: 28 May 2015

By: 
Defendant, First Natural Brands LTD

Print: SANAM SHAH

Its: DIRECTOR

