

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 Kneipp GmbH		
CASE INFO	COURT DOCKET NUMBER JCCP0004765		COURT NAME Alameda Superior Court
	SHORT CASE NAME Proposition 65 Cocamide DEA Cases		
REPORT INFO	INJUNCTIVE RELIEF Reformultion		
	PAYMENT: CIVIL PENALTY \$4,500.00	PAYMENT: ATTORNEYS FEES \$15,000.00	PAYMENT: OTHER \$0.00
	DATE SUBMITTED TO COURT 03 /25 /2015	IS JUDGMENT PURSUANT TO SETTLEMENT? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	IF YES, DATE SETTLEMENT WAS REPORTED TO ATTORNEY GENERAL 02 /13 /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

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.

BY FAX

1 LAW OFFICE OF DANIEL N. GREENBAUM
 2 Daniel N. Greenbaum, Esq. (SBN 268104)
 3 The Hathaway Building
 4 7120 Hayvenhurst Avenue
 5 Suite 320
 6 Van Nuys, CA 91406
 Telephone: (818) 809-2199
 Facsimile: (424) 243-7689
 Email: dgreenbaum@greenbaumlawfirm.com

7 Attorney for Plaintiff SHEFA LMV, LLC

8 HALL BOOTH SMITH PC
 9 Carsten Alting, LL.M.
 10 191 Peachtree Street
 11 Suite 2900
 Atlanta, Georgia 30303
 12 Phone: 001-404-954-6938
 Fax: 001-404-954-5020
 Email: CAlting@hallboothsmith.com

13 Attorney for Defendant
14 KNEIPP GmbH

15 SUPERIOR COURT OF THE STATE OF CALIFORNIA
 16 FOR THE COUNTY OF ALAMEDA

18 Coordination Proceeding
19 Special Title (Rule 3.350)

) JUDICIAL COUNCIL COORDINATION
) PROCEEDING NO: 4765
)
)
)

23 PROPOSITION 65 Cocamide DEA CASES

) [Shefa LMV, LLC v. New World Imports, et
) al., Los Angeles County Superior Court No.
) BC561056]
)

) **[PROPOSED]** CONSENT JUDGMENT
) AS TO KNEIPP GmbH
)

) Judge: Hon. George C. Hernandez, Jr.

) Action filed: October 17, 2014

**ENDORSED
 FILED
 ALAMEDA COUNTY**

MAR 25, 2015

CLERK OF THE SUPERIOR COURT
 By S. McMullen Deputy

1
2
3
4
5
6
7
8
9
10
11
12

1. INTRODUCTION

1.1. Shefa LMV, LLC and Kneipp GmbH

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

1.2. General Allegations

13
14
15
16
17

Shefa LMV alleges that Kneipp has manufactured, imported, distributed and/or sold soap and/or shampoo products that contain coconut oil diethanolamine condensate (“Cocamide DEA”) without the requisite Proposition 65 warnings. Cocamide DEA is listed pursuant to Proposition 65 as a chemical known to the State of California to cause cancer.

1.3. Covered Product Description

18
19
20
21
22
23

The products covered by this Consent Judgment are soap sheets manufactured by Kneipp that contain or are alleged to contain Cocamide DEA, and which is distributed, marketed, sold, or offered for sale in California by Kneipp or any supplier, distributor, or retailer, including but not limited to Kneipp Zen 10 Bath Collection such products are referred to herein collectively as the “Covered Products,” or individually as a “Covered Product.”

1.4. Notice of Violation

24
25
26
27
28

On or about August 25, 2014, Shefa LMV served Kneipp and various public enforcement agencies with a document entitled “60-Day Notice of Violation” (the “Notice”) that provided recipients with notice alleging that Kneipp was in violation of Proposition 65 for failing to warn consumers and customers that the Covered Products exposed users in California to Cocamide

1 DEA. More than 60-days have passed and no designated public enforcer has prosecuted the
2 allegations set forth in the Notice.

3 **1.5. Complaint**

4 On or about October 17, 2014, Shefa LMV filed a complaint in the Los Angeles County
5 Superior Court against New World Imports alleging, inter alia, violations of Proposition 65, based on
6 the alleged exposure to Cocamide DEA contained in certain products sold in California without first
7 providing clear and reasonable warnings in violation of California Health and Safety Code section
8 25249.6. The action is titled, *Shefa LMV, LLC v. New World Imports, Inc.*, Case No. BC561056. The
9 action was subsequently transferred to the Alameda County Superior Court and added to the
10 coordination proceeding styled, Proposition 65 Cocamide DEA Cases, JCCP 4765. On or about
11 February 27, 2015, Kneipp was added to *Shefa LMV LLC v. New World Imports, et al.*, thereby
12 adding it to the Proposition 65 Cocamide DEA Cases.

13 **1.6. No Admission**

14 Kneipp denies the material, factual and legal allegations contained in Shefa LMV's Notice and
15 Complaint and specifically denies that the Covered Products required a Proposition 65 warning or
16 otherwise caused harm to any person. Kneipp maintains that the Covered Products were sold in
17 California in compliance with all laws. The parties have entered into this Consent Judgment in order
18 to settle, compromise and resolve disputed claims and thus avoid prolonged and costly litigation.
19 Nothing in this Consent Judgment shall be construed as an admission by Kneipp or by any of its
20 respective officers, directors, shareholders, employees, agents, parent companies, subsidiaries,
21 divisions, affiliates, franchises, licensees, customers, suppliers, manufacturers, distributors,
22 wholesalers, or retailers, of any fact, finding, conclusion, issue or violation of law, fault, wrongdoing,
23 or liability, including without limitation, any admission concerning any alleged violation of
24 Proposition 65, nor shall compliance with this Consent Judgment constitute or be construed as an
25 admission by Kneipp of any fact, finding, conclusion, issue or violation of law, fault, wrongdoing, or
26 liability, the same being specifically denied by Kneipp. This Consent Judgment shall not be offered or
27 admitted as evidence in any administrative or judicial proceeding or litigation in any court, agency or
28

1 forum, except with respect to an action seeking to enforce the terms of this Consent Judgment. Except
2 as expressly set forth herein, nothing in this Consent Judgment shall prejudice, waive, or impair any
3 right, remedy, argument, or defense the parties may have in any other or future legal proceeding
4 unrelated to these proceedings. However, this Section shall not diminish or otherwise affect Kneipp's
5 obligations, responsibilities and duties under this Consent Judgment.

6 **1.7. Consent to Jurisdiction**

7 For purposes of this Consent Judgment only, the parties stipulate that this Court has jurisdiction
8 over Kneipp as to the allegations contained in the Complaint, that venue is proper in Alameda County
9 Superior Court, and that this Court has jurisdiction to enter and enforce the provisions of this Consent
10 Judgment as a full and final resolution of all claims which were or could have been asserted in this
11 action based on the facts alleged in the Notices of Violation and the Complaint..

12 **1.8. Effective Date**

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

15 **2. INJUNCTIVE RELIEF - REFORMULATION**

16 **2.1.** As of the Effective Date, Kneipp shall not manufacture, distribute, sell or offer for sale any
17 Covered Product that contains Cocamide DEA and that will be sold or offered for sale to California
18 consumers. For purposes of this Consent Judgment, a product "contains Cocamide DEA" if Cocamide
19 DEA is an intentionally added ingredient in the product and/or part of the product formulation.

20 **2.2.** For purposes of this Consent Judgment, a Covered Product "contains Cocamide DEA" if
21 Cocamide DEA is an intentionally added ingredient in the Covered Product. For purposes of this
22 Consent Judgment, the term "distributes for sale into California" shall mean to directly ship a Covered
23 Product into California for sale in California or to sell a Covered Product to a distributor that Kneipp
24 knows will sell the Covered Product in California.

25 **2.3. Sell through period.**

26 Kneipp's Covered Products that were manufactured and distributed for retail sale prior to the
27 Effective Date shall be subject to the release of liability pursuant to Section 5 of this Consent
28

1 Judgment, without regard to when such Covered Products were, or are in the future, sold to consumers.
2 As a result, the obligations of Kneipp as set forth in this Consent Judgment, including but not limited
3 Section 2.1, do not apply to these products.

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

6 **3.1.** This Court shall retain jurisdiction of this matter to enforce, modify or terminate this
7 Consent Judgment.

8 **3.2.** Only after it complies with Sections 3.3, Shefa LMV may, by motion or application for
9 an order to show cause before the Alameda County Superior Court, enforce the terms and conditions
10 contained in this Consent Judgment.

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

23 **4. SETTLEMENT PAYMENT**

24 In full satisfaction of all potential civil penalties, payment in lieu of civil penalties, attorney's
25 fees and costs, Shefa LMV makes the following first offer to Kneipp:

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

27 Kneipp shall pay a total civil penalty payment of \$4,500.00 within ten (10) days of receiving
28

1 the Notice of Entry of Consent Judgment, as follows: the civil penalty shall be apportioned in
2 accordance with California Health & Safety Code sections 25249.12 (c) and (d), with 75% of the
3 funds remitted to the State of California's Office of Environmental Health Hazard Assessment
4 ("OEHHA") and the remaining 25% of the funds remitted to Shefa LMV, both pursuant to the
5 procedures set forth in Section 4.3.

6 **4.2. Reimbursement of Shefa LMV's Fees and Costs**

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

19 **4.3. Payment Procedures**

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

- 22 (a) one check to "OEHHA" in the amount of \$3,375.00;
23 (b) one check to "Law Office of Daniel N. Greenbaum in Trust for Shefa LMV, LLC" in the
24 amount of \$1,125.00;
25 (c) one check to "Law Office of Daniel N. Greenbaum" in the amount of \$15,000.00.

26 **4.4. Issuance of Payments.**

27 **4.4.1.** All payments owed to Shefa LMV, pursuant to Section 4.1, shall be delivered to
28

1 the following payment address:

2 Daniel N. Greenbaum, Esq.
3 Law Office of Daniel N. Greenbaum
4 The Hathaway Building
5 7120 Hayvenhurst Avenue
6 Suite 320
7 Van Nuys, CA 91406

8 **4.4.2.** All payments owed to OEHHA (EIN: 68-0284486), pursuant to Section 4.1,
9 shall be delivered directly to OEHHA (Memo line "Prop 65 Penalties") at the following addresses:

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

15 Kneipp shall also send a copy of the checks payable to OEHHA to the Law Office of Daniel N.
16 Greenbaum at the address set forth above in 4.5.1.

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

19 **5.1.** This Consent Judgment may apply to, be binding upon and benefit the Parties, and their
20 respective officers, directors, shareholders, employees, agents, parent companies, subsidiaries,
21 divisions, affiliates, franchisees, licensees, customers, distributors, wholesalers, retailers, predecessors,
22 successors and assigns and Shefa LMV on its own behalf and in the public interest. This Consent
23 Judgment shall have no application to Covered Products that are exclusively distributed and/or sold
24 outside the State of California. With respect to Covered Products that are distributed and/or sold both
25 inside and outside of California, the requirements contained in this Consent Judgment apply to the
26 Covered Products only to the extent that the distribution and/or sales occur in California.

27 **5.2.** This Consent Judgment is a full, final, and binding resolution between Shefa LMV, on
28 behalf of itself, and in the public interest, and Kneipp, and its respective officers, directors,
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 failure to provide Proposition 65
warnings of exposure to Cocamide DEA from the handling, use or consumption of the Covered

1 Products and fully and finally resolves all claims that have been or could have been asserted in this
2 action up to and including the Effective Date for failure to provide Proposition 65 warnings for the
3 Covered Products.

4 **5.3. Shefa LMV's Public Release of Proposition 65 Claims**

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

6 (a) Kneipp, its parents, shareholders, divisions, subdivisions, subsidiaries, partners,
7 sister companies, and affiliates, and their successors and assigns, (collectively, the "Defendant
8 Releasees"); and

9 (b) finished product or ingredient manufacturers, distributors, and suppliers, and all
10 entities to whom any Defendant Releasee directly or indirectly distributed or sold any Covered
11 Products, including but not limited to distributors, wholesalers, customers, retailers (including but not
12 limited to BeautyProphet LLC named in the Notice), franchisees, cooperative members, and Defendant
13 Releasees' licensors and licensees (collectively, "Additional Releasees"), from any and all claims,
14 actions, causes of action, suits, demands, liabilities, damages, penalties, fees, costs and expenses
15 asserted, or that could have been asserted, as to any alleged violation of Proposition 65 arising from or
16 related to the failure to provide Proposition 65 warnings on the Covered Products regarding Cocamide
17 DEA.

18 **5.4. Shefa LMV's Individual Release of Claims**

19 Shefa LMV, on behalf of itself only, hereby releases and discharges the Defendant Releasees
20 and Additional Releasees from any and all known and unknown claims for alleged violations of
21 Proposition 65, or for any other statutory or common law claims, arising from or relating to alleged
22 exposures to Cocamide DEA in the Covered Products as set forth in the Notices. It is possible that
23 other claims not known to the parties arising out of the facts alleged in the Notices of Violation or the
24 Complaint and relating to the Covered Products will develop or be discovered. Shefa LMV, on behalf
25 of itself only, acknowledges that this Consent Judgment is expressly intended to cover and include all
26 such claims, including all rights of action therefor. Shefa LMV has full knowledge of the contents of
27 California Civil Code section 1542. Shefa LMV, on behalf of itself only, acknowledges that the claims
28

1 released in Section 5.3 and 5.4 above may include unknown claims, and nevertheless waives California
2 Civil Code section 1542 as to any such unknown claims. California Civil Code section 1542 reads as
3 follows:

4 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH
5 THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS
6 OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE,
7 WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY
8 AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

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

11 **5.5. Kneipp's and Shefa LMV LLC's Mutual Release**

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

18 **5.6.** Compliance with the terms of this Consent Judgment constitutes compliance with
19 Proposition 65 with respect to exposures to Cocamide DEA from the Covered Products.

20 **6. COURT APPROVAL**

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

24 **7. SEVERABILITY**

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15

8. GOVERNING LAW

The terms of this Consent Judgment shall be governed by the laws of the State of California and the obligations of Kneipp hereunder as to the Covered Products apply only within the State of California

16
17
18
19
20
21
22
23
24
25
26
27
28

9. NOTICES

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

To Kneipp:

Carsten Alting, LL.M.
Hall Booth Smith, PC
191 Peachtree Street
Suite 2900
Atlanta, Georgia 30303

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

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 SECTION 25249.7(f)

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

12. ADDITIONAL POST-EXECUTION ACTIVITIES

Shefa LMV and Kneipp for themselves and their attorneys agree to employ their best efforts to support the entry of this agreement as a Consent Judgment and obtain approval of the Consent

1 Judgment by the Court in a timely manner. The parties acknowledge that, pursuant to California
2 Health & Safety Code section 25249.7, a noticed motion is required to obtain judicial approval of this
3 Consent Judgment, which Shefa LMV shall draft and file, and Kneipp shall not oppose. If any third
4 party objection to the noticed motion is filed, Shefa LMV and Kneipp shall work together to file a joint
5 reply or separate replies if the parties so desire and appear at any hearing before the Court. This
6 provision is a material component of the Consent Judgment and shall be treated as such in the event of
7 a breach.

8 **13. MODIFICATION AND TERMINATION**

9 **13.1.** This Consent Judgment may be modified only: (1) by written agreement of the parties
10 and upon entry of a modified Consent Judgment by the Court thereon; or (2) upon a successful motion
11 of any party and entry of a modified Consent Judgment by the Court.

12 **13.2.** If either party seeks to modify this Consent Judgment under Section 13.1, then the party
13 requesting the modification shall provide written notice to the other party of its intent ("Notice of
14 Intent"). If the party receiving the Notice of Intent seeks to meet and confer regarding the proposed
15 modification, then that party shall provide written notice to the other party within thirty (30) days of
16 receiving the Notice of Intent. If such notice is provided in a timely manner, then the parties shall
17 meet and confer in good faith as required in this Section. The parties shall meet in person or on the
18 telephone within thirty (30) days of notification of intent to meet and confer. Within thirty (30) days
19 of such meeting, if the party receiving the Notice of Intent disputes the proposed modification, that
20 party shall provide the other party a written factual basis for its position. The parties shall continue to
21 meet and confer for an additional thirty (30) days in an effort to resolve any remaining disputes. The
22 parties may agree in writing to different deadlines for the meet and confer period.

23 **13.3.** Where the meet and confer process does not lead to a joint motion or application in
24 support of a modification of the Consent Judgment, then either party may seek judicial relief on its
25 own. In such a situation, the prevailing party may seek to recover costs and reasonable attorney's fees.
26 As used in the preceding sentence, the term "prevailing party" means a party who is successful in
27 obtaining relief more favorable to it than the relief that the other party was amenable to providing in
28

1 writing and with specificity during the parties' good faith attempt to resolve the dispute that is the
2 subject of the modification.

3 **13.4.** In the event that Proposition 65 is repealed, preempted or is otherwise rendered
4 inapplicable by reason of law generally, or if any of the provisions of this Consent Judgment are
5 rendered inapplicable or no longer required as a result of any such repeal or preemption or rendered
6 inapplicable by reason of law generally as to the Covered Products, including, without limitation, the
7 removal of Cocamide DEA from OEHHA's list of Proposition 65 chemicals, then Kneipp shall notify
8 Shefa LMV and its counsel and shall have no further obligations pursuant to this Consent Judgment
9 with respect to, and to the extent that, the Covered Products are so affected.

10 **13.5.** This Consent Judgment shall terminate without further action by any party when
11 Kneipp no longer manufactures, distributes or sells all of the Covered Products and all of such Covered
12 Products previously "distributed for sale in California" have reached their expiration dates and are no
13 longer sold.

14 **14. ENTIRE AGREEMENT**

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

21 **15. AUTHORIZATION**

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

27 **16. REQUEST FOR FINDINGS, APPROVAL OF SETTLEMENT AND ENTRY OF**
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CONSENT JUDGMENT

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

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


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


AGREED TO:

AGREED TO:

Date: 2/13/15

Date: 13.2.2015

By: 

By: 

Plaintiff, Shefa LMV, LLC

Defendant, Kneipp GmbH

Print: Alisa Fried

Print: SALEIN

Its: Managing Member

Its: CEO

GRAND JUDGMENT

Based upon the stipulated Consent Judgment between Shefa LMV, LLC and Kneipp GmbH, the judgment is approved and the clerk is directed to enter judgment in accordance with the terms herein.

Dated: MAR 25 2015

GEORGE C. HERNANDEZ, JR.

Judge of the Superior Court

- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28