

**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

<b>PARTIES TO THE ACTION</b>	PLAINTIFF(S) <b>Shefa LMV LLC</b>				
	DEFENDANT(S) INVOLVED IN JUDGMENT <b>Grandpa Brands Company, Inc.</b>				
<b>CASE INFO</b>	COURT DOCKET NUMBER <b>JCCP004765</b>		COURT NAME <b>Alameda Superior Court</b>		
	SHORT CASE NAME <b>Proposition 65 Cocamide DEA Cases</b>				
<b>REPORT INFO</b>	INJUNCTIVE RELIEF <b>Reformulation and/or warning label</b>				
	PAYMENT: CIVIL PENALTY <b>\$5,000.00</b>		PAYMENT: ATTORNEYS FEES <b>\$12,500.00</b>		PAYMENT: OTHER <b>\$0.00</b>
	DATE SUBMITTED TO COURT <b>06 / 08 / 2015</b>		IS JUDGMENT PURSUANT TO SETTLEMENT? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		IF YES, DATE SETTLEMENT WAS REPORTED TO ATTORNEY GENERAL <b>06 / 02 / 2015</b>
	COPY OF JUDGMENT MUST BE ATTACHED				
<b>FILER INFO</b>	NAME OF CONTACT <b>Daniel N. Greenbaum, Esq.</b>				
	ORGANIZATION <b>Law Office of Daniel Greenbaum</b>			TELEPHONE NUMBER <b>( 818 ) 809-2199</b>	
	ADDRESS <b>7120 Hayvenhurst Ave., Suite 320</b>			FAX NUMBER <b>( 424 ) 243-7689</b>	
	CITY <b>Van Nuys</b>		STATE <b>CA</b>	ZIP <b>91406</b>	E-MAIL ADDRESS <b>dgreenbaum@greenbaumlawfirm.com</b>

**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.

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2 Daniel N. Greenbaum, Esq. (SBN 268104)  
3 The Hathaway Building  
4 7120 Hayvenhurst Avenue  
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 MORRISON & FORRESTER LLP  
12 Michael Jacob Steel, Esq. (SBN 107492)  
13 1900 Fifth Third Center  
14 425 Market Street  
15 San Francisco, CA 94105-2482  
16 Telephone: (415) 268-7000  
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19 Attorney for Defendant  
20 GRANDPA BRANDS COMPANY, INC.

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

23 Coordination Proceeding  
24 Special Title (Rule 3.350)

25 PROPOSITION 65 COCAMIDE DEA  
26 CASES

27 ) JUDICIAL COUNCIL COORDINATION  
28 ) PROCEEDING NO: 4765

29 ) [Shefa LMV, LLC v. Big Lots Stores, Inc., et  
30 ) al., Los Angeles County Superior Court No.  
31 ) BC566941]

32 ) ~~PROPOSED~~ AMENDED CONSENT  
33 ) JUDGMENT AS TO GRANDPA BRANDS  
34 ) COMPANY, INC.

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

36 ) Action filed: October 11, 2013

37 ~~PROPOSED~~ CONSENT JUDGMENT AS TO GRANDPA BRANDS COMPANY, INC.

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 Grandpa Brands Company, Inc.**

3 This Stipulated Consent Judgment ("Consent Judgment") is entered into by and between  
4 plaintiff Shefa LMV, LLC ("Shefa LMV") and Grandpa Brands Company, Inc. ("GBC"), with Shefa  
5 LMV and GBC sometimes collectively referred to herein as the "parties," and individually as a  
6 "party." Shefa LMV is an entity organized in the State of California, which has asserted that it seeks  
7 to promote awareness of exposure to toxic chemicals and to improve human health by reducing or  
8 eliminating hazardous substances contained in consumer and commercial products. Shefa LMV  
9 alleges that GBC employs ten (10) 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 & Safety  
11 Code section 25249.6, *et seq.* ("Proposition 65").  
12

13  
14 **1.2. General Allegations**

15 Shefa LMV alleges that GBC has manufactured, imported, distributed and/or sold soap and/or  
16 shampoo products that contain diethanolamine ("DEA") without the requisite Proposition 65 warnings.  
17 DEA is listed pursuant to Proposition 65 as a chemical known to the State of California to cause  
18 cancer.  
19

20 **1.3. Covered Product Description**

21 The products covered by this Consent Judgment are products manufactured by GBC or its  
22 parent companies, subsidiaries, divisions and affiliates including but not limited to Kirk's Natural LLC  
23 and South of France LLC and their predecessors, successors and assigns, or any of their suppliers,  
24 distributors, or retailers (the "GBC Companies") that contain or are alleged to contain DEA, and which  
25 are distributed, marketed, sold, or offered for sale in California by GBC Companies, including but not  
26 limited to Grandpa's Pine Tar Shampoo and Kirk's Coco Castile Shampoo. All such products are  
27

1 referred to herein collectively as the "Covered Products," or individually as a "Covered Product."

2 **1.4. Notice of Violation**

3 On or about August 28, 2014, Shefa LMV served GBC and various public enforcement  
4 agencies with a document entitled "60-Day Notice of Violation" (the "Notice") that provided  
5 recipients with notice alleging that GBC was in violation of Proposition 65 for failing to warn  
6 consumers and customers that the Covered Products exposed users in California to DEA. More than  
7 60-days have passed and no designated public enforcer has prosecuted the allegations set forth in the  
8 Notice.  
9

10 **1.5. Complaint**

11 On or about December 16, 2014, Shefa LMV filed a complaint in the Los Angeles County  
12 Superior Court against Big Lots Stores, Inc. alleging, inter alia, violations of Proposition 65, based on  
13 the alleged exposure to DEA contained in certain products sold by GBC (the "Complaint") without  
14 first providing clear and reasonable warnings in violation of California Health and Safety Code section  
15 25249.6. The action is titled, *Shefa LMV, LLC v. Big Lots Stores, Inc., et al.*, Case No. BC566941. The  
16 action was subsequently transferred to the Alameda County Superior Court and added to the  
17 coordination proceeding styled, Proposition 65 Cocamide DEA Cases, JCCP 4765. On or about May  
18 29, 2015, GBC was added to *Shefa LMV LLC v. Big Lots Stores, Inc., et al.*, thereby adding it to the  
19 Proposition 65 Cocamide DEA Cases.  
20  
21

22 **1.6. No Admission**

23 GBC denies the material, factual and legal allegations contained in Shefa LMV's Notice and  
24 Complaint and specifically denies that the Covered Products required a Proposition 65 warning or  
25 otherwise caused harm to any person. GBC maintains that the Covered Products were sold in  
26 California in compliance with all laws. The parties have entered into this Consent Judgment in order  
27

1 to settle, compromise and resolve disputed claims and thus avoid prolonged and costly litigation.  
2 Nothing in this Consent Judgment shall be construed as an admission by GBC Companies or by any of  
3 their respective officers, directors, shareholders, employees, agents, parent companies, subsidiaries,  
4 divisions, affiliates, franchises, licensees, customers, suppliers, manufacturers, distributors,  
5 wholesalers, or retailers (GBC Companies and the foregoing, collectively "GBC Parties"), of any fact,  
6 finding, conclusion, issue or violation of law, fault, wrongdoing, or liability, including without  
7 limitation, any admission concerning any alleged violation of Proposition 65, nor shall compliance  
8 with this Consent Judgment constitute or be construed as an admission by GBC Parties of any fact,  
9 finding, conclusion, issue or violation of law, fault, wrongdoing, or liability, the same being  
10 specifically denied by GBC Parties. This Consent Judgment shall not be offered or admitted as  
11 evidence in any administrative or judicial proceeding or litigation in any court, agency or forum,  
12 except with respect to an action seeking to enforce the terms of this Consent Judgment. Except as  
13 expressly set forth herein, nothing in this Consent Judgment shall prejudice, waive, or impair any right,  
14 remedy, argument, or defense the parties may have in any other or future legal proceeding unrelated to  
15 these proceedings. However, this Section shall not diminish or otherwise affect GBC's obligations,  
16 responsibilities and duties under this Consent Judgment.  
17

#### 18 **1.7. Consent to Jurisdiction**

19  
20 For purposes of this Consent Judgment only, the parties stipulate that this Court has jurisdiction  
21 over GBC as to the allegations contained in the Complaint, that venue is proper in Alameda County  
22 Superior Court, and that this Court has jurisdiction to enter and enforce the provisions of this Consent  
23 Judgment as a full and final resolution of all claims which were or could have been asserted in this  
24 action based on the facts alleged in the Notices of Violation and the Complaint.  
25

#### 26 **1.8. Effective Date**

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

3 **2. INJUNCTIVE RELIEF - REFORMULATION**

4 **2.1.** As of the Effective Date, GBC shall not manufacture, distribute, sell or offer for sale any  
5 Covered Product that contains DEA and that will be sold or offered for sale to California consumers.

6 **2.2.** For purposes of this Consent Judgment, a Covered Product "contains DEA" if DEA is an  
7 intentionally added ingredient in the Covered Product. For purposes of this Consent Judgment, the  
8 term "distributes for sale into California" shall mean to directly ship a Covered Product into California  
9 for sale in California or to sell a Covered Product to a distributor that GBC knows will sell the Covered  
10 Product in California.  
11

12 **2.3. Sell through period.**

13  
14 GBC's Covered Products that were manufactured and distributed for retail sale prior to the  
15 Effective Date shall be subject to the release of liability pursuant to Section 5 of this Consent  
16 Judgment, without regard to when such Covered Products were, or are in the future, sold to consumers.  
17 As a result, the obligations of GBC as set forth in this Consent Judgment, including but not limited  
18 Section 2.1, do not apply to these products.  
19

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

22 **3.1.** This Court shall retain jurisdiction of this matter to enforce, modify or terminate this  
23 Consent Judgment.

24 **3.2.** Only after it complies with Sections 3.3, Shefa LMV may, by motion or application for  
25 an order to show cause before the Alameda County Superior Court, enforce the terms and conditions  
26 contained in this Consent Judgment.

27 **3.3.** Prior to bringing any motion or application to enforce the requirements of Section 2  
28

1 above, Shefa LMV shall provide GBC with a written notice of violation and a copy of test results from  
2 a nationally recognized, licensed laboratory which purportedly support Shefa LMV's written notice of  
3 violation. The parties shall then meet and confer regarding the basis for Shefa LMV's anticipated  
4 motion or application in an attempt to resolve it informally, including providing GBC a reasonable  
5 opportunity of at least sixty (60) days to commence and diligently pursue the cure of any such alleged  
6 violation. Should such attempts at informal resolution fail, Shefa LMV may file its enforcement  
7 motion or application. The prevailing party on any motion to enforce this Consent Judgment shall be  
8 entitled to its reasonable attorney fees and costs incurred as a result of such motion or application. As  
9 used in the preceding sentence, the term "prevailing party" means a party who is successful in  
10 obtaining relief more favorable to it than the relief that the other party was amenable to providing in  
11 writing and with specificity during the parties' good faith attempt to resolve the dispute that is the  
12 subject of such enforcement action; furthermore, "prevailing party" shall include the successful  
13 defense of an enforcement motion or application.

#### 16 **4. SETTLEMENT PAYMENT**

17 In full satisfaction of all potential civil penalties, payment in lieu of civil penalties, attorney's  
18 fees and costs, GBC shall make the following payments:

##### 20 **4.1. Civil Penalty Payment Pursuant to Health & Safety Code § 25249.7(b)**

21 GBC shall pay a total civil penalty payment of \$5,000.00 within ten (10) days of receiving the  
22 Notice of Entry of Judgment, as follows: the civil penalty shall be apportioned in accordance with  
23 California Health & Safety Code sections 25249.12 (c) and (d), with 75% of the funds remitted to the  
24 State of California's Office of Environmental Health Hazard Assessment ("OEHHA") and the  
25 remaining 25% of the funds remitted to Shefa LMV, both pursuant to the procedures set forth in  
26 Section 4.3.

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 final agreement on terms regarding the amount of fees and costs to be reimbursed to  
4 them, thereby leaving this fee issue to be resolved after the material terms of the agreement had been  
5 settled. GBC expressed a desire to resolve the fee and cost issue after the other settlement terms had  
6 been agreed. The parties then attempted to (and did) reach an accord on the compensation due to  
7 Shefa 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, GBC shall pay the amount of \$12,500.00 within ten (10) days of  
10 receiving the Notice of Entry of Judgment for fees and costs incurred by Shefa LMV for investigating,  
11 litigating and enforcing this matter, including the fees and costs incurred (and yet to be incurred) in  
12 negotiating, drafting, and obtaining the Court's approval of this Consent Judgment.  
13  
14

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 "OEHHA" in the amount of \$3,750.00;  
19           (b) one check to "Law Office of Daniel N. Greenbaum in Trust for Shefa LMV, LLC" in the  
20 amount of \$1,250.00;  
21           (c) one check to "Law Office of Daniel N. Greenbaum" in the amount of \$12,500.  
22

23       **4.4. Issuance of 1099 Forms**

24           After the settlement funds have been transmitted to Shefa LMV's counsel, GBC shall, as soon  
25 as reasonably practicable, issue separate 1099 forms, as follows:

- 26           (a) one 1099 form to the "Office of Environmental Health Hazard Assessment" (EIN: 68-  
27  
28



0284486) in the amount of \$3,750.00;

(b) a second 1099 form to "Shefa LMV, LLC" in the amount of \$1,250.00, whose address and tax identification number shall be furnished upon request;

(c) a third 1099 to "Law Office of Daniel N. Greenbaum" (EIN: 46-4580172) in the amount of \$12,500.00;

#### 4.5. Issuance of Payments.

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

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

4.5.2. 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 addresses:

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

GBC 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 4.5.1.

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

5.1. This Consent Judgment shall apply to, be binding upon and benefit the Parties and their respective parent companies, subsidiaries, divisions and affiliates, and their predecessors, successors and assigns, including but not limited to the GBC Companies and Shefa LMV on its own behalf and in the public interest. This Consent Judgment shall have no application to Covered Products that are

1 exclusively distributed and/or sold outside the State of California. With respect to Covered Products  
2 that are distributed and/or sold both inside and outside of California, the requirements contained in this  
3 Consent Judgment apply to the Covered Products only to the extent that the distribution and/or sales  
4 occur in California.

5  
6 **5.2.** This Consent Judgment is a full, final, and binding resolution between Shefa LMV, on  
7 behalf of itself, and in the public interest, and GBC Companies of any alleged violation of Proposition  
8 65 or its implementing regulations for failure to provide Proposition 65 warnings of exposure to DEA  
9 from the handling, use or consumption of the Covered Products and fully and finally resolves all  
10 claims that have been or could have been asserted in this action up to and including the Effective Date  
11 for failure to provide Proposition 65 warnings for the Covered Products.

12  
13 **5.3. Shefa LMV's Public Release of Proposition 65 Claims**

14 Shefa LMV, acting on its behalf and in the public interest, waives all right to participate in any  
15 action, covenants not to sue and releases and discharges:

16 (a) GBC Parties (collectively, the "Defendant Releasees"); and

17 (b) finished product or ingredient manufacturers, distributors, and suppliers, and all  
18 entities to whom any Defendant Releasee directly or indirectly distributed or sold any Covered  
19 Products, including but not limited to distributors, wholesalers, customers, retailers (including but not  
20 limited to Walgreen Co., Rite Aid Corporation and Eternity Essentials), franchisees, cooperative  
21 members, and Defendant Releasees' licensors and licensees (collectively, "Additional Releasees"),  
22 from any and all claims, actions, causes of action, suits, demands, liabilities, damages, penalties, fees,  
23 costs and expenses asserted, or that could have been asserted, as to any alleged violation of Proposition  
24 65 arising from or related to the failure to provide Proposition 65 warnings on the Covered Products  
25  
26  
27  
28

1 regarding DEA. For the purposes of this Section 5.3, the term "DEA" shall include any chemical or  
2 formulation which, when included in a Covered Product, will test positive for DEA.

3 **5.4. Shefa LMV's Individual Release of Claims**

4 Shefa LMV, on behalf of itself only, hereby waives all right to participate in any action,  
5 covenants not to sue and releases and discharges the Defendant Releasees and Additional Releasees  
6 from any and all known and unknown claims for alleged violations of Proposition 65, or for any other  
7 statutory or common law claims, arising from or relating to alleged exposures to DEA in the Covered  
8 Products as set forth in the Notices. It is possible that other claims not known to the parties arising out  
9 of the facts alleged in the Notices of Violation or the Complaint and relating to the Covered Products  
10 will develop or be discovered. Shefa LMV, on behalf of itself only, acknowledges that this Consent  
11 Judgment is expressly intended to cover and include all such claims, including all rights of action  
12 therefor. Shefa LMV has full knowledge of the contents of California Civil Code section 1542. Shefa  
13 LMV, on behalf of itself only, acknowledges that the claims released in Section 5.3 and 5.4 above may  
14 include unknown claims, and nevertheless waives California Civil Code section 1542 as to any such  
15 unknown claims. California Civil Code section 1542 reads as follows:  
16

17  
18 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH  
19 THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS  
20 OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE,  
21 WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY  
22 AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

23 Shefa LMV, on behalf of itself only, acknowledges and understands the significance and consequences  
24 of this specific waiver of California Civil Code section 1542. For the purposes of this Section 5.2, the  
25 term "DEA" shall include any chemical or formulation of which DEA is a component, including but  
26 not limited to the class of chemicals commonly referred to as diethanolamides.

27 **5.5. GBC and Shefa LMV's Mutual Release**

1 Defendant Releasees, on one hand, and Shefa LMV, on the other hand, their past and current  
2 agents, representatives, attorneys, successors, and/or assignees, hereby waives any and all claims they  
3 may have against each other, their attorneys or other representatives, for any and all actions taken or  
4 statements made or undertaken by them in connection with the Notices of Violation or the Complaint  
5 involving the Covered Products; provided, however, that nothing in this Section shall affect or limit  
6 any party's right to seek to enforce the terms of this Consent Judgment.  
7

8 **5.6.** Compliance with the terms of this Consent Judgment constitutes compliance with  
9 Proposition 65 with respect to exposures to DEA from the Covered Products.

10 **5.7.** In the event Shefa LMV enters into an agreement or consent judgment with any other  
11 person manufacturing products containing DEA addressing alleged violations of Proposition 65 with  
12 respect to exposures to DEA that establishes a No Significant Risk Level ("NSRL") for use of DEA, or  
13 if a judgment is entered in a Superior Court for the State of California that establishes a NSRL for use  
14 of DEA, then this Consent Judgment and any resulting judgment entered by the Court shall be subject  
15 to modification without the objection of Shefa LMV to provide GBC with the option of using DEA at  
16 levels below such NSRL.  
17

## 18 **6. COURT APPROVAL**

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

## 23 **7. SEVERABILITY**

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

1 **8. GOVERNING LAW**

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

5  
6 **9. NOTICES**

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

11 **To GBC:**

12 Thomas L. Xanders  
13 Graydon Head & Ritchey LLP  
14 1900 Fifth Third Center  
15 511 Walnut Street  
16 Cincinnati OH 45202  
Telephone: (513) 621-6464  
Facsimile: (513) 651-3836

**To Shefa LMV:**

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

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

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

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

23  
24 **11. COMPLIANCE WITH HEALTH & SAFETY CODE SECTION 25249.7(f)**

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

1 **12. ADDITIONAL POST-EXECUTION ACTIVITIES**

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

12 **13. MODIFICATION AND TERMINATION**

13 **13.1.** This Consent Judgment may be modified only: (1) by written agreement of the parties  
14 and upon entry of a modified Consent Judgment by the Court thereon; or (2) upon a successful motion  
15 of any party and entry of a modified Consent Judgment by the Court.  
16

17 **13.2.** If either party seeks to modify this Consent Judgment under Section 13.1, then the party  
18 requesting the modification shall provide written notice to the other party of its intent ("Notice of  
19 Intent"). If the party receiving the Notice of Intent seeks to meet and confer regarding the proposed  
20 modification, then that party shall provide written notice to the other party within thirty (30) days of  
21 receiving the Notice of Intent. If such notice is provided in a timely manner, then the parties shall  
22 meet and confer in good faith as required in this Section. The parties shall meet in person or on the  
23 telephone within thirty (30) days of notification of intent to meet and confer. Within thirty (30) days  
24 of such meeting, if the party receiving the Notice of Intent disputes the proposed modification, that  
25 party shall provide the other party a written factual basis for its position. The parties shall continue to  
26  
27

1 meet and confer for an additional thirty (30) days in an effort to resolve any remaining disputes. The  
2 parties may agree in writing to different deadlines for the meet and confer period.

3       **13.3.**       Where the meet and confer process does not lead to a joint motion or application in  
4 support of a modification of the Consent Judgment, then either party may seek judicial relief on its  
5 own. In such a situation, the prevailing party may seek to recover costs and reasonable attorney's fees.  
6 As used in the preceding sentence, the term "prevailing party" means a party who is successful in  
7 obtaining relief more favorable to it than the relief that the other party was amenable to providing in  
8 writing and with specificity during the parties' good faith attempt to resolve the dispute that is the  
9 subject of the modification.  
10

11       **13.4.**       In the event that Proposition 65 is repealed, preempted or is otherwise rendered  
12 inapplicable by reason of law generally, or if any of the provisions of this Consent Judgment are  
13 rendered inapplicable or no longer required as a result of any such repeal or preemption or rendered  
14 inapplicable by reason of law generally as to the Covered Products, including, without limitation, the  
15 removal of DEA from OEHHHA's list of Proposition 65 chemicals, then GBC shall have no further  
16 obligations pursuant to this Consent Judgment with respect to, and to the extent that, the Covered  
17 Products are so affected.  
18

19       **13.5.**       This Consent Judgment shall terminate without further action by any party when GBC  
20 no longer manufactures, distributes or sells all of the Covered Products and all of such Covered  
21 Products previously "distributed for sale in California" have reached their expiration dates and are no  
22 longer sold.  
23

#### 24 **14. ENTIRE AGREEMENT**

25       This Consent Judgment contains the sole and entire agreement and understanding of the parties  
26 with respect to the entire subject matter hereof, and any and all prior discussions, negotiations,  
27  
28



1 commitments and understandings related thereto. No representations, oral or otherwise, express or  
2 implied, other than those contained herein have been made by any party hereto. No other agreements  
3 with respect to the subject matter of this Consent Judgment not specifically referred to herein, oral or  
4 otherwise, shall be deemed to exist or to bind any of the parties.

5  
6 **15. AUTHORIZATION**

7 Each signatory to this Consent Judgment certifies and represents that he or she is fully  
8 authorized by the party he or she represents in accordance with such parties governing documents to  
9 stipulate to this Consent Judgment and to enter into and execute the Consent Judgment on behalf of the  
10 party represented and legally bind that party. Each party hereto reserves the right to request all  
11 reasonable documentation in furtherance of the foregoing, and such information shall be provided to  
12 the requesting party within a reasonable time after such request. The undersigned have read,  
13 understand and agree to all of the terms and conditions of this Consent Judgment. Except as explicitly  
14 provided herein, each party is to bear its own fees and costs.

15  
16 **16. REQUEST FOR FINDINGS, APPROVAL OF SETTLEMENT AND ENTRY OF**  
17 **CONSENT JUDGMENT**

18 **16.1.** This Consent Judgment came before this Court upon the request of the parties. The parties  
19 request the Court to review this Consent Judgment and to make the following findings pursuant to Cal.  
20 Health & Safety Code § 25249.7(f)(4):

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

26 The undersigned are authorized to execute this Consent Judgment and have read, understood, and  
27



1 agree to all of the terms and conditions of this Consent Judgment.  
2  
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5 AGREED TO:

6 Date: 6/2/2015

7 By: *Alisa*

8 Plaintiff, Shefa LMV, LLC

9  
10 Print: Alisa Fried

11 Its: Managing Member

AGREED TO:

Date: 6-2-2015

By: *Richard D. Oliver*

Defendant, Grandpa Brands Company, Inc.

Print: *Richard D. Oliver*

12 Its: *PRES.*

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**ORDER AND JUDGMENT**

Based upon the stipulated Consent Judgment between Shefa LMV, LLC and Grandpa Brands Company, Inc., the settlement is approved and the clerk is directed to enter judgment in accordance with the terms herein.

Dated: JUL 21 2015

GEORGE C. HERNANDEZ, JR.

Judge of the Superior Court

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