

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 Kai USA, LTD, Universal Razor Industries, LLC, Unilever United States, Inc.			
CASE INFO	COURT DOCKET NUMBER JCCP004765		COURT NAME Alameda Superior Court	
	SHORT CASE NAME Proposition 65 Cocamise DEA Cases			
REPORT INFO	INJUNCTIVE RELIEF Reformultion			
	PAYMENT: CIVIL PENALTY \$10,000.00	PAYMENT: ATTORNEYS FEES \$26,000.00	PAYMENT: OTHER \$0.00	
	DATE SUBMITTED TO COURT 11 / 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 11 / 25 / 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.

COPY

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FILED
ALAMEDA COUNTY

JAN 27 2016

CLERK OF THE SUPERIOR COURT

By Yestrada Deputy

5 Attorney for Plaintiff SHEFA LMV, LLC

6 LEWIS BRISBOIS BISGAARD & SMITH, LLP
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Email: James.Geocaris@lewisbrisbois.com

10 Attorneys for Defendants KAI USA, LTD,
11 UNIVERSAL RAZOR INDUSTRIES, LLC.,
12 AND UNILEVER USA, INC.

13 SUPERIOR COURT OF THE STATE OF CALIFORNIA

14 FOR THE COUNTY OF ALAMEDA

15
16 Coordination Proceeding
Special Title (Rule 3.350)

) JUDICIAL COUNCIL COORDINATION
) PROCEEDING NO: 4765

17
18 PROPOSITION 65 DEA CASES

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

) [PROPOSED] CONSENT JUDGMENT AS
) TO KAI USA, LTD, UNIVERSAL RAZOR
) INDUSTRIES, LLC, AND UNILEVER
) UNITED STATES, INC., ERRONEOUSLY
) NAMED AS UNILEVER USA, INC.

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

) Action filed: April 17, 2015

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1. INTRODUCTION

1.1 The parties to this Consent Judgment ("Parties") are Shefa LMV, LLC ("Shefa"), KAI USA, Ltd, Universal Razor Industries, LLC, and Unilever United States, Inc., erroneously named as Unilever USA, Inc. Shefa and Settling Defendants are referred to collectively as the "Parties," and individually as a "Party." KAI USA, Ltd, Universal Razor Industries, LLC and Unilever United States, Inc. are referred to collectively as "Settling Defendants" and individually as "Settling Defendant."

1.2 The Settling Defendants manufacture, distribute, license and/or sell types of products identified on Exhibit A that contain Diethanolamine ("DEA") in the State of California or have done so in the past.

1.3 On the date identified on Exhibit A, Shefa served a 60-Day Notice of Violation under Proposition 65 (The Safe Drinking Water and Toxic Enforcement Act of 1986, California Health & Safety Code §§ 25249.5, et seq.) ("Notices") to Settling Defendants, the California Attorney General, the District Attorneys of every County in the State of California, and the City Attorneys for every City in the State of California with a population greater than 750,000.

1.4 The Notices allege violations of Proposition 65 with respect to the presence of DEA in the types of products identified in Exhibit A.

1.5 On the date(s) identified on Exhibit A, Shefa filed the Complaint applicable to the Settling Defendants ("Complaint") for the Proposition 65 Action identified in Exhibit A.

1.6 For purposes of this Consent Judgment only, the Parties stipulate that: (i) this Court has jurisdiction over the allegations of violations contained in the operative Complaint applicable to Settling Defendants and personal jurisdiction over Settling Defendants as to the acts alleged in the Complaint; (ii) venue is proper in the County of Alameda; and (iii) this Court has jurisdiction to enter this Consent Judgment.

1.7 Nothing in this Consent Judgment is or shall be construed as an admission by the Parties of any fact, conclusion of law, issue of law, or violation of law, nor shall compliance with

1 the Consent Judgment constitute or be construed as an admission by the Parties of any fact,
2 conclusion of law, issue of law, or violation of law.

3 1.8 Nothing in this Consent Judgment shall prejudice, waive, or impair any right,
4 remedy, argument, or defense the Parties may have in any other legal proceeding.

5 1.9 This Consent Judgment is the product of negotiation and compromise and is
6 accepted by the Parties for purposes of settling, compromising, and resolving issues disputed in
7 this action.

8 2. DEFINITIONS

9 2.1 "Covered Products" means the types of products identified on the Exhibit A for
10 each Settling Defendant.

11 2.2 "Effective Date" means the date on which this Consent Judgment is entered by
12 the Court.

13 3. INJUNCTIVE RELIEF

14 3.1 **Reformulation of Covered Products.** As of the Effective Date, Settling
15 Defendants shall not manufacture, distribute, license, sell, or offer for sale any Covered Product
16 that contains DEA and that will be sold or offered for sale to California consumers. For
17 purposes of this Consent Judgment, a product "contains DEA" if DEA is an intentionally added
18 ingredient in the product and/or intentionally added part of the product formulation.

19 3.2 **Specification to Suppliers.** Settling Defendants have previously issued
20 specifications to their suppliers of Covered Products requiring that the Covered Products not
21 contain any DEA. Settling Defendants shall instruct all their future suppliers of Covered
22 Products that the Covered Products not contain DEA.

23 3.3 **Action Regarding Specific Products.** Before September 1, 2015, Settling
24 Defendants had ceased selling and shipping the specific product identified as Section 3.3
25 Products on Exhibit "A" which contained DEA in and into California. Settling Defendants shall
26 not sell or ship any Section 3.3 Products with DEA in or into California in the future.

1 3.4 On or before the Effective Date, Settling Defendants shall also: (i) cease shipping
2 the Section 3.3 Products to any of its stores and/or customers that resell the Section 3.3 Products
3 in California; and (ii) send instructions to their stores and/or customers that resell the Section 3.3
4 Products in California instructing them either to: (a) return all the Section 3.3 Products to
5 Settling Defendants for destruction; or (b) directly destroy the Section 3.3 Products.

6 3.5 The requirements of this Section apply only to those Section 3.3 Products that
7 contain DEA.

8 3.6 Any destruction of Section 3.3 Products shall be in compliance with all applicable
9 laws.

10 4. **ENFORCEMENT**

11 4.1 Shefa may, by motion or application for an order to show cause before the
12 Superior Court of Alameda County, enforce the terms and conditions contained in this Consent
13 Judgment.

14 4.2 Prior to bringing any motion or application to enforce the requirements of Section
15 3 above, Shefa shall provide each Settling Defendant with a Notice of Violation and proof of
16 purchase and a copy of any test results which purportedly support the Notice of Violation.

17 4.3 The Parties shall then meet and confer regarding the basis for the anticipated
18 motion or application in an attempt to resolve it informally, including providing Settling
19 Defendant(s) with a reasonable opportunity of at least thirty (30) days to cure any alleged
20 violation.

21 4.4 Should such attempts at informal resolution fail, Shefa may file an enforcement
22 motion or application.

23 4.5 This Consent Judgment may only be enforced by the Parties.

24 5. **PAYMENTS**

25 5.1 Within ten (10) business days of the Effective Date, Settling Defendants shall pay
26 the settlement payment identified for them on Exhibit A.

1 5.2 The total settlement amount for Settling Defendants shall be paid pursuant to the
2 instructions outlined in Exhibit A.

3 5.3 The funds paid by Settling Defendants shall be allocated, as identified in Exhibit
4 A, between the following categories:

5 5.4 **Civil Penalty.** A civil penalty pursuant to Health & Safety Code § 25249.7(b),
6 with such money to be apportioned by Shefa as identified on the Exhibit A for the Settling
7 Defendants in accordance with Health & Safety Code § 25249.12 (25% to Shefa and 75% to the
8 State of California's Office of Environmental Health Hazard Assessment).

9 5.5 **Attorney's Fees and Costs.** A reimbursement of a portion of Shefa's reasonable
10 attorney's fees and costs.

11 6. **MODIFICATION**

12 6.1 **Written Consent.** This Consent Judgment may be modified from time to time by
13 express written agreement of the Parties with the approval of the Court, or by an order of this
14 Court upon motion and in accordance with law.

15 6.2 **Meet and Confer.** Any Party seeking to modify this Consent Judgment shall
16 attempt in good faith to meet and confer with all affected Parties prior to filing a motion to
17 modify the Consent Judgment.

18 7. **CLAIMS COVERED AND RELEASED**

19 7.1 This Consent Judgment is a full, final, and binding resolution between (i) Shefa
20 on behalf of itself and the public interest; and (ii) each Settling Defendant and its affiliates, its
21 former affiliates ("affiliate" means a person or entity who directly or indirectly owns or controls,
22 is owned or controlled by, or is under common ownership or control with, a Settling Defendant),
23 and each of their current and past directors, officers, employees and attorneys ("Defendant
24 Releasees"), and each entity to whom any of them directly or indirectly distribute or sell
25 Covered Products, including but not limited to distributors, wholesalers, customers, retailers,
26 franchisees, cooperative members, licensors, and licensees ("Downstream Defendant
27 Releasees"); of any violation of Proposition 65 that was or could have been asserted in the

1 Complaint against Settling Defendants, Defendant Releasees, and Downstream Defendant
2 Releasees, based on failure to warn about alleged exposure to DEA contained in Covered
3 Products that were sold by Settling Defendants prior to the Effective Date.

4 7.2 Compliance with the terms of this Consent Judgment by Settling Defendants and
5 Defendant Releasees shall constitute compliance with Proposition 65 by Settling Defendants,
6 Defendant Releasees, and Downstream Defendant Releasees with respect to any alleged failure
7 to warn about DEA in Covered Products manufactured, distributed, or sold by Settling
8 Defendants after the Effective Date.

9 7.3 Nothing in this Section 7 affects Shefa's right to commence or prosecute an
10 action under Proposition 65 against any person other than Settling Defendants, Defendant
11 Releasees, or Downstream Defendant Releasees.

12 8. NOTICE

13 8.1 When Shefa is entitled to receive any notice under this Consent Judgment, the
14 notice shall be sent by first class and electronic mail to:

15
16 Daniel N. Greenbaum
17 Law Office of Daniel N. Greenbaum
18 7120 Hayvenhurst Ave., Suite 320
19 Van Nuys CA 91406
20 dgreenbaum@greenbaumlawfirm.com

21 8.2 When Settling Defendants are entitled to receive any notice under this Consent
22 Judgment, the notice shall be sent by first class and electronic mail to the person identified on
23 the Exhibit A for each Settling Defendant.

24 8.3 Any Party may modify the person and address to whom the notice is to be sent by
25 sending the other Party notice by first class and electronic mail.

26 9. COURT APPROVAL

27 9.1 This Consent Judgment shall become effective upon entry by the Court.

28 9.2 Shefa shall prepare and file a Motion for Approval of this Consent Judgment and
Settling Defendants shall support entry of this Consent Judgment.

1 9.3 If this Consent Judgment is not entered by the Court, it shall be of no force or
2 effect and shall never be introduced into evidence or otherwise used in any proceeding for any
3 purpose other than to allow the Court to determine if there was a material breach of Section 9.2.
4

5 **10. ATTORNEYS' FEES**

6 10.1 Should Shefa prevail on any motion, application for an order to show cause, or
7 other proceeding to enforce a violation of this Consent Judgment, Shefa shall be entitled to its
8 reasonable attorneys' fees and costs incurred as a result of such motion or application.

9 10.2 Should any Settling Defendant prevail on any motion, application for an order to
10 show cause or other proceeding, that Settling Defendant may be awarded its reasonable
11 attorneys' fees and costs against Shefa as a result of such motion or application upon a finding
12 by the Court that Shefa's prosecution of the motion or application lacked substantial
13 justification.

14 10.3 For purposes of this Consent Judgment, the term substantial justification shall
15 carry the same meaning as used in the Civil Discovery Act of 1986, Code of Civil Procedure §§
16 2016, et seq.

17 10.4 Except as otherwise provided in this Consent Judgment, each Party shall bear its
18 own attorneys' fees and costs.

19 10.5 Nothing in this Section 10 shall preclude a Party from seeking an award of
20 sanctions pursuant to law.

21 **11. OTHER TERMS**

22 11.1 The terms of this Consent Judgment shall be governed by the laws of the State of
23 California.

24 11.2 This Consent Judgment shall apply to and be binding upon Shefa, Settling
25 Defendants, their affiliates, and the successors or assigns of any of them.

26 11.3 This Consent Judgment contains the sole and entire agreement and understanding
27 of the Parties with respect to the entire subject matter hereof, and any and all prior discussions,
28

1 negotiations, commitments, or understandings related thereto, if any, are hereby merged herein
2 and therein.

3 11.4 There are no warranties, representations, or other agreements between the Parties
4 except as expressly set forth herein.

5 11.5 No representations, oral or otherwise, express or implied, other than those
6 specifically referred to in this Consent Judgment have been made by any Party hereto.

7 11.6 No other agreements not specifically contained or referenced herein, oral or
8 otherwise, shall be deemed to exist or to bind any of the Parties hereto.

9 11.7 No supplementation, modification, waiver, or termination of this Consent
10 Judgment shall be binding unless executed in writing by the Party to be bound thereby.

11 11.8 No waiver of any of the provisions of this Consent Judgment shall be deemed or
12 shall constitute a waiver of any of the other provisions hereof whether or not similar, nor shall
13 such waiver constitute a continuing waiver.

14 11.9 Nothing in this Consent Judgment shall release, or in any way affect any rights a
15 Settling Defendant might have against any other party, whether or not that party is a Settling
16 Defendant.

17 11.10 This Court shall retain jurisdiction of this matter to implement or modify the
18 Consent Judgment.

19 11.11 The stipulations to this Consent Judgment may be executed in counterparts and
20 by means of facsimile or portable document format (pdf), which taken together shall be deemed
21 to constitute one document.

22 11.12 Each signatory to this Consent Judgment certifies that he or she is fully
23 authorized by the Party he or she represents to stipulate to this Consent Judgment and to enter
24 into and execute the Consent Judgment on behalf of the Party represented and legally to bind
25 that Party.

26 11.13 The Parties, including their counsel, have participated in the preparation of this
27 Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties.

1 11.14 This Consent Judgment was subject to revision and modification by the Parties
2 and has been accepted and approved as to its final form by all Parties and their counsel.

3 11.15 Accordingly, any uncertainty or ambiguity existing in this Consent Judgment
4 shall not be interpreted against any Party as a result of the manner of the preparation of this
5 Consent Judgment.

6 11.16 Each Party to this Consent Judgment agrees that any statute or rule of
7 construction providing that ambiguities are to be resolved against the drafting Party should not
8 be employed in the interpretation of this Consent Judgment and, in this regard, the Parties hereby
9 waive California Civil Code § 1654.

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AGREED TO:

Dated: 11/17/2015

SHEFA LMV, LLC

By: 
Its: Managing Member

Dated:

UNIVERSAL RAZOR INDUSTRIES, LLC

By: _____
Its: _____

Dated:

KAI USA, LTD

By: _____
Its: _____

Dated:

UNILEVER UNITED STATES, INC.

By: _____
Its: _____

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AGREED TO:


Dated:

SHEFA LMV, LLC

By: _____
Its: _____

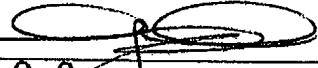
Dated:

UNIVERSAL RAZOR INDUSTRIES, LLC

By:  11/17/2015
Its: C.O.O. _____

Dated:

KAI USA, LTD

By:  11/17/2015
Its: C.O.O. _____

Dated:

UNILEVER USA, INC.

By: _____
Its: _____

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AGREED TO:

Dated:

SHEPHERD, LLC

By:
Its:

Dated:

UNIVERSAL RAZOR INDUSTRIES, LLC

By:
Its:

Dated:

KAI USA, LTD.

By:
Its:

Dated:

11/17/2015

UNILEVER UNITED STATES, INC.

By:
Its:

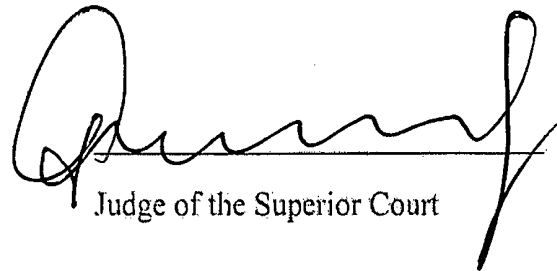
Courtney Dyer
Senior Counsel - Litigation

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ORDER AND JUDGMENT

Based upon the stipulated Consent Judgment between Shefa LMV, LLC, and KAI USA, Ltd, Universal Razor Industries, LLC, and Unilever United States, Inc., the settlement is approved and the clerk is directed to enter judgment in accordance with the terms herein.

Dated: 1/27/2016



Judge of the Superior Court

GEORGE C. HERNANDEZ, JR.

EXHIBIT A

1. Name of Settling Defendants: KAI USA, Ltd., Universal Razor Industries, LLC, and Unilever United States, Inc.

2. Name of Plaintiff: Shefa LMV, LLC

3. Person(s) to Receive Notices (Pursuant to Section 8.2):

LEWIS BRISBOIS BISGAARD & SMITH
James A. Geocaris, Esq.
650 Town Center Drive, Suite 1400
Costa Mesa, CA 92626
Email: James.Geocaris@lewisbrisbois.com

4. Date of 60-Day Notice of Violation (Pursuant to Section 1.3): August 28, 2014

5. Complaint Naming Settling Defendants (Pursuant to Section 1.4): *Shefa LMV, LLC v. Big Lots Stores, Inc., et al.*, Los Angeles County Superior Court No. BC566941

a. Date Complaint Filed: December 16, 2014

6. Covered Products Applicable to Defendants (Pursuant to Sections 1.2, 1.3, 2.1, 3.1, 3.2, 7.1, and 7.2):

x **Shaving Cream**

7. Defendants' Section 3.3 Product(s) (Pursuant to Sections 3.3.1, 3.3.2, and 3.3.3):

Noxzema shave w/ aloe and lanolin; UPC: 675690496022

8. Defendants' Settlement Payment and Allocation (Pursuant to Section 5.1):

Total Settlement Payment: \$36,000.00

Civil Penalty (payable to Shefa LMV, LLC): \$10,000.00

Payment in Lieu of Civil Penalty (PILP): \$ N/A

Shefa Fees and Costs (payable to the Law Office of Daniel N. Greenbaum): \$26,000.00

Checks payable to "Shefa LMV, LLC" or the "Law Office of Daniel N. Greenbaum" shall be delivered to counsel for Shefa as set forth in Section 8.1.