

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 CPI Manufacturing, Inc.		
CASE INFO	COURT DOCKET NUMBER BC581912	COURT NAME Los Angeles Superior Court	
	SHORT CASE NAME Shefa LMV LLC vs. CPI Manufacturing, Inc.		
REPORT INFO	INJUNCTIVE RELIEF Reformultion and/or warning label		
	PAYMENT: CIVIL PENALTY \$5,000.00	PAYMENT: ATTORNEYS FEES \$19,000.00	PAYMENT: OTHER \$0.00
	DATE SUBMITTED TO COURT 12 / 04 / 2015	IS JUDGMENT PURSUANT TO SETTLEMENT? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	IF YES, DATE SETTLEMENT WAS REPORTED TO ATTORNEY GENERAL 12 / 04 / 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.

1 amenable to providing during the Parties' good faith attempt to resolve the dispute pursuant to
2 Section 5.

3 6.3 Except as otherwise provided in this Consent Judgment, each Party shall bear its
4 own attorneys' fees and costs.

5 6.4 Nothing in this Section 6 shall preclude a Party from seeking an award of
6 sanctions pursuant to law.

7 **7. NOTICE**

8 7.1 When Shefa is entitled to receive any notice under this Consent Judgment, the
9 notice shall be sent by first class and electronic mail to:

10 Daniel N. Greenbaum
11 Law Office of Daniel N. Greenbaum
12 7120 Hayvenhurst Ave., Suite 320
13 Van Nuys CA 91406
dgreenbaum@greenbaumlawfirm.com

14 7.2 When Settling Defendant is entitled to receive any notice under this Consent
15 Judgment, the notice shall be sent by first class and electronic mail to:

16 Gordon Wichterman
17 President
18 Park Supply of America, Inc.
19 2727 East 26th St.
20 Minneapolis, MN 55406
gordy@parksupplyofamerica.com

21 Aaron Allan, Esq.
22 GLASER WEIL
23 10250 Constellation Blvd., 19th Floor
24 Los Angeles, CA 90067
aallan@glaserweil.com

25 7.3 Any Party may modify the person and address to whom the notice is to be sent by
26 sending the other Party notice by first class and electronic mail.

1 **8. MODIFICATION**

2 8.1 **Written Consent.** This Consent Judgment may be modified from time to time by
3 express written agreement of the Parties with the approval of the Court, or by an order of this
4 Court upon motion and in accordance with law.

5 8.2 **Meet and Confer.** Any Party seeking to modify this Consent Judgment shall
6 attempt in good faith to meet and confer with all affected Parties prior to filing a motion to
7 modify the Consent Judgment.

8 **9. COMPLIANCE WITH HEALTH AND SAFETY CODE § 25249.7(f)**

9 9.1 Shefa agrees to comply with the reporting form requirements referenced in
10 California Health and Safety Code § 25249.7(f).

11 **10. COURT APPROVAL**

12 10.1 This Consent Judgment shall become effective upon entry by the Court.

13 10.2 Shefa shall prepare and file a Motion for Approval of this Consent Judgment and
14 Settling Defendant shall support entry of this Consent Judgment.

15 10.3 The Parties acknowledge that, pursuant to California Health & Safety Code §
16 25249.7, a noticed motion is required to obtain judicial approval of this Consent Judgment, and
17 Shefa shall draft and file such motion within fifteen (15) days of the date this Consent Judgment
18 is fully executed by the Parties, and Settling Defendant shall not oppose it.

19 10.4 If this Consent Judgment is not entered by the Court, it shall be of no force or
20 effect and shall never be introduced into evidence or otherwise used in any proceeding for any
21 purpose other than to allow the Court to determine if there was a material breach of Section 10.2.

22 **11. OTHER TERMS**

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

25 11.2 This Consent Judgment shall apply to and be binding upon Shefa, Settling
26 Defendant, its affiliates, and successors or assigns of any of them.

1 into and execute the Consent Judgment on behalf of the Party represented and legally to bind
2 that Party.

3 11.13 The Parties, including their counsel, have participated in the preparation of this
4 Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties.

5 11.14 This Consent Judgment was subject to revision and modification by the Parties
6 and has been accepted and approved as to its final form by all Parties and their counsel.

7 11.15 Accordingly, any uncertainty or ambiguity existing in this Consent Judgment
8 shall not be interpreted against any Party as a result of the manner of the preparation of this
9 Consent Judgment.

10 11.16 Each Party to this Consent Judgment agrees that any statute or rule of
11 construction providing that ambiguities are to be resolved against the drafting Party should not
12 be employed in the interpretation of this Consent Judgment and, in this regard, the Parties hereby
13 waive California Civil Code § 1654.

14
15 **12. REQUEST FOR FINDINGS, APPROVAL OF SETTLEMENT AND ENTRY OF**
16 **CONSENT JUDGMENT**

17 12.1 This Consent Judgment came before this Court upon the request of the Parties.
18 The Parties request the Court to review this Consent Judgment and to make the following
19 findings pursuant to Cal. Health & Safety Code § 25249.7(f)(4):

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

1 AGREED TO:

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Dated: 12/03/2015

SHEFA LMV, LLC

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By: 

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Dated: 12-1-15

PARK SUPPLY OF AMERICA, INC.

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By: 

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RTS PRBS

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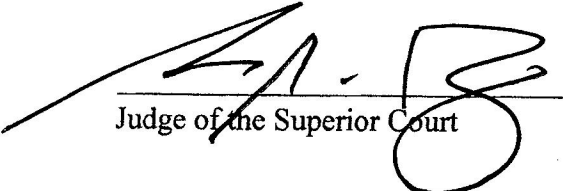
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ORDER AND JUDGMENT

Based upon the stipulated Consent Judgment between Shefa LMV, LLC and Park Supply of America, Inc., the settlement is approved and the clerk is directed to enter judgment in accordance with the terms herein.

Dated: Jan 20, 2016



Judge of the Superior Court

SUZANNE G. BRUGUERA