

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 Inc.				
	DEFENDANT(S) INVOLVED IN JUDGMENT CCA Industries, Inc.				
CASE INFO	COURT DOCKET NUMBER JCCP004765		COURT NAME Alameda County Superior Court		
	SHORT CASE NAME Proposition 65 Cocamide DEA Cases				
REPORT INFO	INJUNCTIVE RELIEF Reformulation				
	PAYMENT: CIVIL PENALTY \$5,000.00	PAYMENT: ATTORNEYS FEES \$12,500.00	PAYMENT: OTHER 0	For Internal Use Only	
	DATE SUBMITTED TO COURT 06 / 12 / 2017	IS JUDGMENT PURSUANT TO SETTLEMENT? <input checked="" type="radio"/> Yes <input type="radio"/> No	IF YES, DATE SETTLEMENT WAS REPORTED TO ATTORNEY GENERAL 06 / 12 / 2017		
	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 CA	ZIP 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 LAW OFFICE OF DANIEL N. GREENBAUM
2 Daniel N. Greenbaum, Esq. (SBN 268104)
3 The Hathaway Building
4 7120 Hayvenhurst Avenue, Suite 320
5 Van Nuys, CA 91406
6 Telephone: (818) 809-2199
7 Facsimile: (424) 243-7689
8 Email: dgreenbaum@greenbaumlawfirm.com

FILED
ALAMEDA COUNTY
AUG 23 2017
CLERK OF THE SUPERIOR COURT
By *[Signature]* Deputy

6 Attorney for Plaintiff SHEFA LMV, LLC

7 SUPERIOR COURT OF THE STATE OF CALIFORNIA
8 FOR THE COUNTY OF ALAMEDA

9	Coordination Proceeding)	JUDICIAL COUNCIL COORDINATION
10	Special Title (Rule 3.350))	PROCEEDING NO: 4765
11)	
12	PROPOSITION 65 COCAMIDE DEA)	[<i>Shefa LMV, LLC v. Richard Ravid, Inc., et al.</i> ,
13	CASES)	Los Angeles County Superior Court No.
14)	BC579212]
15)	PROPOSED CONSENT JUDGMENT AS
16)	TO CCA INDUSTRIES, INC.
17)	Judge: Hon. George C. Hernandez, Jr.
18)	Action filed: April 17, 2015
19)	
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1 **1. INTRODUCTION**

2 1.1 The parties to this Consent Judgment (“Parties”) are Shefa LMV, LLC (“Shefa”) and CCA Industries, Inc., (“Settling Defendant”). Shefa and Settling Defendant are referred to collectively as the “Parties.”

5 1.2 Shefa alleges that Settling Defendant manufactures, distributes, and/or sells types of products identified on Exhibit A that contain Diethanolamine (“DEA”) in the State of California or has done so in the past.

8 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 Defendant, 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.

13 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.

15 1.5 On the date(s) identified on Exhibit A, Shefa filed the Complaint applicable to the Settling Defendant (“Complaint”) for the Proposition 65 Action identified in Exhibit A.

17 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 Defendant and personal jurisdiction over Settling Defendant 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.

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

26 1.8 Nothing in this Consent Judgment shall prejudice, waive, or impair any right, remedy, argument, or defense the Parties may have in any other legal proceeding.

1 1.9 This Consent Judgment is the product of negotiation and compromise and is
2 accepted by the Parties for purposes of settling, compromising, and resolving issues disputed in
3 this action.

4 2. DEFINITIONS

5 2.1 "Covered Products" means the types of products identified on Exhibit A.

6 2.2 "Effective Date" means the date on which the Court enters this Consent
7 Judgment.

8 3. INJUNCTIVE RELIEF

9 3.1 **Prohibition Against Sale of Covered Products.** As of the Effective Date,
10 Settling Defendant shall not manufacture, distribute, sell, or offer for sale any Covered Product
11 that contains DEA and that will be sold or offered for sale to California consumers. For
12 purposes of this Consent Judgment, a product "contains DEA" only if DEA is an intentionally
13 added ingredient in the product.

14 4. ENFORCEMENT

15 4.1 Shefa may, by motion or application for an order to show cause before the
16 Superior Court of Alameda County, enforce the terms and conditions contained in this Consent
17 Judgment.

18 4.2 Prior to bringing any motion or application to enforce the requirements of Section
19 3 above, Shefa shall provide Settling Defendant with a Notice of Violation and proof of purchase
20 and a copy of any test results which purportedly support the Notice of Violation.

21 4.3 The Parties shall then meet and confer regarding the basis for the anticipated
22 motion or application to resolve it informally, including providing Settling Defendant(s) with a
23 reasonable opportunity of at least thirty (30) days to cure any alleged violation.

24 4.4 Should such attempt at informal resolution fail, Shefa may file an enforcement
25 motion or application.

26 4.5 This Consent Judgment may only be enforced by the Parties.

27 5. PAYMENTS

1 5.1 Within twenty (20) business days of the Effective Date, Settling Defendant shall
2 pay the settlement payment identified for it on Exhibit A.

3 5.2 The total settlement amount for Settling Defendant shall be paid pursuant to the
4 instructions outlined in Exhibit A.

5 5.3 The funds paid by Settling Defendant shall be allocated, as identified in Exhibit
6 A, between the following categories:

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

11 5.5 **Attorney's Fees and Costs.** A reimbursement of a portion of Shefa's reasonable
12 attorney's fees and costs.

13 6. MODIFICATION

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

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

20 7. CLAIMS COVERED AND RELEASED

21 7.1 This Consent Judgment is a full, final, and binding resolution between (i) Shefa
22 on behalf of itself and the public interest; and (ii) Settling Defendant and its affiliates, its former
23 affiliates ("affiliate" means a person or entity who directly or indirectly owns or controls, is
24 owned or controlled by, or is under common ownership or control with, Settling Defendant), and
25 their current and past directors, officers, employees and attorneys ("Defendant Releasees"), and
26 each entity to whom any of them directly or indirectly distribute or sell Covered Products,
27 including but not limited to distributors, wholesalers, contractors, customers, retailers,
28

1 franchisees, cooperative members, licensors, and licensees ("Downstream Defendant
2 Releasees"); relating to all claims of violations of Proposition 65 that have been or could have
3 been asserted against Settling Defendant, Defendant Releasees, and Downstream Defendant
4 Releasees up through the Effective Date, provided that such claims are based on or related to the
5 facts alleged in the operative complaint in this action.

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

9 7.3 Shefa, acting on its behalf only, releases and discharges Settling Defendant,
10 Defendant Releasees, and Downstream Defendant Releasees from any and all known and
11 unknown claims for alleged violations of Proposition 65 or for any other statutory or common
12 law claims, arising from or relating to alleged exposures to DEA in the Covered Products.

13 7.4 It is possible that other claims not known to the parties arising out of the facts
14 alleged in the Notices or the Complaint and relating to the Covered Products will develop or be
15 discovered.

16 7.5 Shefa, on behalf of itself only, acknowledges that this Consent Judgment is
17 expressly intended to cover and include all such claims including all rights of action thereof.

18 7.6 Shefa has full knowledge of the contents of California Civil Code section 1542.

19 7.7 Shefa, on behalf itself only, acknowledges that the claims released above may
20 include unknown claims, and nevertheless waives California Civil Code section 1542 as to any
21 such unknown claims. California Civil Code section 1542 reads as follows:

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

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

1 7.8 Nothing in this Section 7 affects Shefa's right to commence or prosecute an
2 action under Proposition 65 against any person other than Settling Defendant, Defendant
3 Releasees, or Downstream Defendant Releasees.

4 **8. NOTICE**

5 8.1 When Shefa is entitled to receive any notice under this Consent Judgment, the
6 notice shall be sent by first class and electronic mail to:

7 Daniel N. Greenbaum
8 Law Office of Daniel N. Greenbaum
9 7120 Hayvenhurst Ave., Suite 320
10 Van Nuys CA 91406
11 dgreenbaum@greenbaumlawfirm.com

12 8.2 When Settling Defendant is entitled to receive any notice under this Consent
13 Judgment, the notice shall be sent by first class and electronic mail to the person identified on
14 the Exhibit A for Settling Defendant.

15 8.3 Any Party may modify the person and address to whom the notice is to be sent by
16 sending the other Party notice by first class and electronic mail.

17 **9. COURT APPROVAL**

18 9.1 This Consent Judgment shall become effective upon entry by the Court.

19 9.2 Shefa shall prepare and file a Motion for Approval of this Consent Judgment and
20 Settling Defendant shall support entry of this Consent Judgment.

21 9.3 If the Court does not enter this Consent Judgment, it shall be of no force or effect
22 and shall never be introduced into evidence or otherwise used in any proceeding for any purpose
23 other than to allow the Court to determine if there was a material breach of Section 9.1.

24 9.4 This Court shall retain jurisdiction of this matter to implement or modify the
25 Consent Judgment.

26 AGREED TO:

27 Dated: 4/10/17

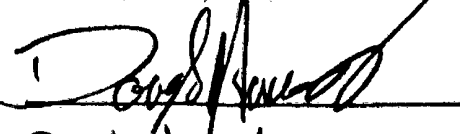
SHEFA LMV, LLC

By: 

Dated:

CCA INDUSTRIES, INC.

By:



President / COO
CCA Industries

~~4/~~ 4/6/2017

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ORDER AND JUDGMENT

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

Dated: Aug 23 2017



Judge of the Superior Court

GEORGE C. HERNANDEZ, JR.

EXHIBIT A

EXHIBIT A

1. Name of Settling Defendant: CCA Industries, Inc.
2. Name of Plaintiff: Shefa LMV, LLC
3. Person(s) to Receive Notices (Pursuant to Section 8.2):

Daniel J. Herling, Esq.
Mintz, Levin, Cohn, Ferris, Glovsky and Popeo
44 Montgomery Street, 36th Floor
San Francisco, CA 94104
djherling@mintz.com
4. Date of 60-Day Notice of Violation (Pursuant to Section 1.3): October 16, 2014
5. Complaint Naming Settling Defendant (Pursuant to Section 1.4): *Shefa LMV, LLC v. Richard Ravid, Inc., et al.*, Los Angeles County Superior Court No. BC579212
 - a. Date Complaint Filed: April 17, 2015
6. Covered Products Applicable to Defendant (Pursuant to Sections 1.2, 1.3, 2.1, 3.1, 7.1, 7.2, 7.3 and 7.4):

 X **Pain creams**
7. Defendant's Section 3.3 Product(s) (Pursuant to Section 3.1):

Extra Strength Pain Bust R II 018515331304
8. Defendant's Settlement Payment and Allocation (Pursuant to Section 5.1):

Total Settlement Payment: \$17,500.00
Civil Penalty (payable to Shefa LMV, LLC): \$5,000.00
Payment in Lieu of Civil Penalty (PILP): \$ N/A
Shefa Fees and Costs (payable to the Law Office of Daniel N. Greenbaum): \$12,500.00

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.