

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 Inc.</b>			
	DEFENDANT(S) INVOLVED IN JUDGMENT <b>The Dial Corporation</b>			
<b>CASE INFO</b>	COURT DOCKET NUMBER <b>JCCP004765</b>		COURT NAME <b>Alameda County Superior Court</b>	
	SHORT CASE NAME <b>Proposition 65 Cocamide DEA Cases</b>			
<b>REPORT INFO</b>	INJUNCTIVE RELIEF <b>Reformulation</b>			
	PAYMENT: CIVIL PENALTY <b>\$2,000.00</b>	PAYMENT: ATTORNEYS FEES <b>\$24,000.00</b>	PAYMENT: OTHER <b>0</b>	For Internal Use Only
	DATE SUBMITTED TO COURT <b>06 / 12 / 2017</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 / 12 / 2017</b>	
	COPY OF JUDGMENT MUST BE ATTACHED			
NAME OF CONTACT <b>Daniel N. Greenbaum, Esq.</b>				
<b>FILER INFO</b>	ORGANIZATION <b>Law Office of Daniel Greenbaum</b>		TELEPHONE NUMBER ( <b>818</b> ) <b>809-2199</b>	
	ADDRESS <b>7120 Hayvenhurst Ave., Suite 320</b>		FAX NUMBER ( <b>424</b> ) <b>243-7689</b>	
	CITY <b>Van Nuys</b>	STATE    ZIP <b>CA 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.

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

9 Attorney for Plaintiff SHEFA LMV, LLC

10 MORRISON & FOERSTER LLP  
11 William F. Tarantino (SBN 215343)  
12 425 Market Street, Suite 3300  
13 San Francisco CA 94105  
14 Telephone: (415) 268-7000  
15 Facsimile: (415) 268-7522  
16 Email: WTarantino@mofoc.com

17 Attorneys for Defendant  
18 THE DIAL CORPORATION

**FILED**  
ALAMEDA COUNTY  
AUG 23 2017 *me*  
CLERK OF THE SUPERIOR COURT  
By *Yestrada* Deputy

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

16	Coordination Proceeding	)	JUDICIAL COUNCIL COORDINATION
17	Special Title (Rule 3.350)	)	PROCEEDING NO: 4765
18		)	
19	PROPOSITION 65 COCAMIDE DEA	)	[ <i>Shefa LMV, LLC v. Farouk, Inc., et al.</i> , Los
20	CASES	)	Angeles County Superior Court No.
21		)	BC579191]
22		)	<b>[PROPOSED] CONSENT JUDGMENT AS</b>
23		)	<b>TO THE DIAL CORPORATION</b>
24		)	Judge: Hon. George C. Hernandez, Jr.
25		)	Action filed: April 17, 2015
26		)	
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**1. INTRODUCTION**

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

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.

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.

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 Defendant (“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 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.

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.

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 or distribute any Covered Product that contains DEA  
11 and that will be sold or offered for sale to California consumers. For purposes of this Consent  
12 Judgment, a product “contains DEA” only if DEA is an intentionally-added ingredient in the  
13 Covered 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**

28

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 each of their current and past directors, officers, employees and attorneys ("Defendant  
26 Releasees"), and each entity to whom any of them directly or indirectly distribute or sell  
27 Covered Products, past or present, including but not limited to distributors, wholesalers,  
28

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

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

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

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

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

19 7.6 Shefa has full knowledge of the contents of California Civil Code section 1542.

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

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

28 Shefa, on behalf of itself only, acknowledges and understands the significance and consequences  
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.

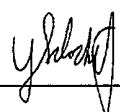
24           9.4    This Court shall retain jurisdiction of this matter to implement or modify the  
25 Consent Judgment.  
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AGREED TO:

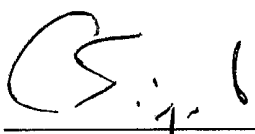
Dated: 6/8/17

SHEFA LMV, LLC

By:  \_\_\_\_\_

Dated: *June 8, 2017*

THE DIAL CORPORATION

By:  \_\_\_\_\_  
Christopher J. Signorello  
Vice President, Associate General Counsel

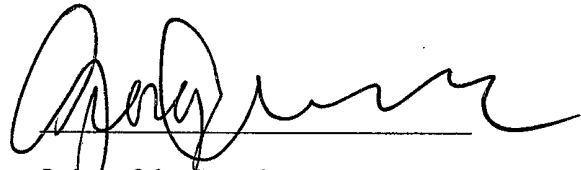


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**ORDER AND JUDGMENT**

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

Dated August 23, 2017



Judge of the Superior Court

GEORGE C. HERNANDEZ, JR.

# **EXHIBIT A**

**EXHIBIT A**

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

Christopher J. Signorello  
Vice President, Associate General Counsel  
Henkel Corporation  
One Henkel Way  
Rocky Hill, CT 06067

E-mail: [Christopher.signorello@henkel.com](mailto:Christopher.signorello@henkel.com)  
Phone: 860-571-5211

With a copy to:

William F. Tarantino  
MORRISON & FOERSTER LLP  
425 Market Street, Suite 3300  
San Francisco, CA 94105  
Email: [wtarantino@mof.com](mailto:wtarantino@mof.com)  
Phone: 415-268-6358

4. Date of 60-Day Notice of Violation (Pursuant to Section 1.3): November 21, 2014
5. Complaint Naming Settling Defendant (Pursuant to Section 1.4): *Shefa LMV, LLC v. Farouk Systems, Inc., et al.*, Los Angeles County Superior Court No. BC579191
  - 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   All Soaps (commercial and consumer)  
     Shampoos

7. Defendant's Settlement Payment and Allocation (Pursuant to Section 5.1):

**Total Settlement Payment: \$26,000.00**

**Civil Penalty (payable to Shefa LMV, LLC): \$2,000.00**

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

**Shefa's Fees and Costs (payable to the Law Office of Daniel N. Greenbaum): \$24,000.00**

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.