

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 The Hillman Group, Inc.			
CASE INFO	COURT DOCKET NUMBER BC613326		COURT NAME Los Angeles County Superior Court	
	SHORT CASE NAME Shefa LMV LLC v. The Hillman Group, Inc.			
REPORT INFO	INJUNCTIVE RELIEF Warning labels			
	PAYMENT: CIVIL PENALTY \$3,000.00	PAYMENT: ATTORNEYS FEES \$12,000.00	PAYMENT: OTHER 0	<i>For Internal Use Only</i>
	DATE SUBMITTED TO COURT 9 / 30 / 2016	IS JUDGMENT PURSUANT TO SETTLEMENT? <input checked="" type="radio"/> Yes <input type="radio"/> No	IF YES, DATE SETTLEMENT WAS REPORTED TO ATTORNEY GENERAL 9 / 30 / 2016	
	COPY OF JUDGMENT MUST BE ATTACHED			
NAME OF CONTACT Daniel N. Greenbaum, Esq.				
FILER INFO	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.

31

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

LAW OFFICE OF DANIEL N. GREENBAUM
Daniel N. Greenbaum, Esq. (SBN 268104)
The Hathaway Building
7120 Hayvenhurst Avenue, Suite 320
Van Nuys, CA 91406
Telephone: (818) 809-2199
Facsimile: (424) 243-7689
Email: dgreenbaum@greenbaumlawfirm.com

Attorney for Plaintiff SHEFA LMV, LLC

LAW OFFICE OF JOHN E. DITTOE
John E. Dittoe, Esq. (SBN 88244)
70 Hazel Lane
Piedmont, CA 94611
Telephone: (510) 206-3244
Facsimile: (510) 922-1730
Email: jack@jdittoe.com

Attorney for Defendant THE HILLMAN GROUP, INC.

FILED
Superior Court of California
County of Los Angeles

NOV 29 2016

Sherri R. Carter, Executive Officer/Clerk
By Deputy
Lorena Albino

Received
NOV 18 2016
Filing Window

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

SHEFA LMV, LLC,
Plaintiff,

v.

THE HILLMAN GROUP, INC.;
AMAZON.COM, INC.; and DOES 1 through
25, inclusive,
Defendants.

Case No. BC613326

0-31

Hon. Samantha P. Jessner

~~PROPOSED~~ CONSENT JUDGMENT AS
TO THE HILLMAN GROUP, INC.

Action filed: March 10, 2016

BY FAX

12/01/2016

1 **1. INTRODUCTION**

2 1.1 The parties to this Consent Judgment (“Parties”) are Shefa LMV, LLC (“Shefa”)
3 and The Hillman Group, Inc. (“Settling Defendant”) (collectively the “Parties”).

4 1.2 The products covered by this Consent Judgment (“Covered Products”) are brass
5 surface bolt products manufactured, distributed and/or sold by Settling Defendant that contain
6 lead and or lead compounds (“Lead” or “Pb”), including but not limited to Brass Surface Bolt,
7 UPC 008236988093.

8 1.3 On or about March 30, 2015, Shefa mailed a 60-Day Notice of Violation under
9 Proposition 65 (The Safe Drinking Water and Toxic Enforcement Act of 1986, Health & Safety
10 Code §§ 25249.5, *et seq.*) (“Notice”) to Settling Defendant, Amazon.com, Inc., the California
11 Attorney General, the District Attorneys of every County in the State of California, and the City
12 Attorneys for every City in the State of California with a population greater than 750,000.

13 1.4 The Notice alleges violations of Proposition 65 with respect to the presence of
14 Lead in certain of the Covered Products sold, distributed and/or manufactured by Settling
15 Defendant.

16 1.5 On or about March 10, 2016, Shefa filed the Complaint in the instant matter
17 (“Complaint”) alleging Proposition 65 violations as to the Covered Products sold in California
18 by Settling Defendant and Amazon.com, Inc.

19 1.6 Settling Defendant denies the claims of alleged violations asserted against it in
20 the Complaint and denies that it has any liability under Proposition 65.

21 1.7 For purposes of this Consent Judgment only, the Parties stipulate that: (i) this
22 Court has jurisdiction over the allegations of violations contained in the operative Complaint
23 applicable to Settling Defendant and personal jurisdiction over Settling Defendant as to the acts
24 alleged in the Complaint; (ii) venue is proper in the County of Los Angeles; and (iii) this Court
25 has jurisdiction to enter this Consent Judgment.

26 1.8 Nothing in this Consent Judgment is or shall be construed as an admission by the
27 Parties of any fact, conclusion of law, issue of law, or violation of law, nor shall compliance with

12/01/2016

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 1.9 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 1.10 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 1.11 The term "Effective Date" means the date on which this Consent Judgment is
9 approved and entered by the Court.

10 1.12 Shefa shall file a dismissal as to Amazon.com, Inc. within (thirty) 30 days after
11 entry of this Consent Judgment.

12

13 **2. INJUNCTIVE RELIEF**

14 2.1 **Warning Requirement.** Warnings in accordance with Section 2.2 shall be given
15 for Covered Products that contain lead (Pb) and that are manufactured more than ninety (90)
16 days after the Effective Date and that Settling Defendant sells in California, markets or
17 distributes for sale in California, or offers for sale to a third party for retail sale in California.
18 For purposes of Section 2 and this entire Consent Judgment, Covered Products will not be
19 considered to "contain lead (Pb)" if they are manufactured using low lead brass¹ or brass that
20 does not contain any lead.

21 2.2 **Proposition 65 Warnings.** Covered Products are compliant with Proposition 65
22 and this Consent Judgment if warnings are either provided: (a) on the product label or packaging
23 in accordance with Sections 2.3 and 2.4, or (b) in the stores in which the Covered Products are
24 sold in accordance with Section 2.5.

25

26 ¹ Brass alloy containing 0.25% or less lead is known as "low lead" brass, as opposed to the more
27 typical alloy which contains 5% lead.

28

12/01/2016

1 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH
2 THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS
3 OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE,
4 WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY
5 AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

6 Shefa, on behalf of itself, its past and current agents, representatives, attorneys, and
7 successors and/or assignees, and *not* in its representative capacity, acknowledges and
8 understands the significance and consequences of this specific waiver of Civil Code § 1542.

9 4.4 Compliance with the terms of this Consent Judgment by Settling Defendant shall
10 constitute compliance with Proposition 65 by Settling Defendant, Defendant Releasees, and
11 Distributor Releasees with respect to any alleged failure to warn about lead in Covered Products
12 that were distributed or sold by Settling Defendant and that were manufactured ninety (90) days
13 or more after the Effective Date.

14 4.5 Nothing in this Section 4 affects Shefa's right to commence or prosecute an action
15 under Proposition 65 against any person other than Settling Defendant, Defendant Releasees, or
16 Distributor Releasees.

17 5. ENFORCEMENT

18 5.1 The Parties may, by motion or application for an order to show cause before the
19 Superior Court of Los Angeles County, enforce the terms and conditions contained in this
20 Consent Judgment.

21 5.2 Prior to bringing any motion or application to enforce the requirements of Section
22 2 above, Shefa shall provide Settling Defendant with a Notice of Violation and proof of purchase
23 and a copy of any test results which purportedly support the Notice of Violation.

24 5.3 The Parties shall then meet and confer regarding the basis for the anticipated
25 motion or application in an attempt to resolve it informally, including providing Settling
26 Defendant with a reasonable opportunity of at least thirty (30) days to cure any alleged violation.

27 5.4 Should such attempts at informal resolution fail, Shefa may file an enforcement
28 motion or application.

1 **6. ATTORNEYS' FEES**

2 6.1 Except as otherwise provided in this Consent Judgment, each Party shall bear its
3 own attorneys' fees and costs.

4 6.2 Nothing in this Section 6 shall preclude a Party from seeking an award of
5 sanctions pursuant to law.

6
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 electronic mail to:

16 Douglas D. Roberts, Esq.
17 General Counsel
18 The Hillman Group, Inc.
19 10590 Hamilton Ave.
20 Cincinnati, Ohio 45231
Doug.Roberts@hillmangroup.com

21 John E. Dittoe, Esq. (SBN 88244)
22 LAW OFFICE OF JOHN E. DITTOE
23 70 Hazel Lane
Piedmont, CA 94611
jack@jdittoe.com

24 7.3 Any Party may modify the person and address to whom the notice is to be sent by
25 sending the other Party notice by electronic mail.
26
27

12/01/2016

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

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

12
13 **10. COURT APPROVAL**

14 10.1 This Consent Judgment shall become effective upon entry by the Court.

15 10.2 The Parties acknowledge that, pursuant to Health & Safety Code § 25249.7, a
16 noticed motion is required to obtain judicial approval of this Consent Judgment. Shefa shall
17 prepare and file such motion, and Settling Defendant shall not oppose it.

18 10.3 If this Consent Judgment is not entered by the Court, it shall be of no force or
19 effect and shall never be introduced into evidence or otherwise used in any proceeding for any
20 purpose other than to allow the Court to determine if there was a material breach of Section 10.2.

21
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.

27
28

12/01/2016

1 11.3 This Consent Judgment contains the sole and entire agreement and understanding
2 of the Parties with respect to the entire subject matter hereof, and any and all prior discussions,
3 negotiations, commitments, or understandings related thereto, if any, are hereby merged herein
4 and therein.

5 11.4 There are no warranties, representations, or other agreements between the Parties
6 except as expressly set forth herein.

7 11.5 No representations, oral or otherwise, express or implied, other than those
8 specifically referred to in this Consent Judgment have been made by any Party hereto.

9 11.6 This Court shall retain jurisdiction of this matter to implement or modify the
10 Consent Judgment.

11 11.7 The stipulations to this Consent Judgment may be executed in counterparts and
12 by means of facsimile or portable document format (pdf), which taken together shall be deemed
13 to constitute one document.

14 11.8 Each signatory to this Consent Judgment certifies that he or she is fully
15 authorized by the Party he or she represents to stipulate to this Consent Judgment and to enter
16 into and execute the Consent Judgment on behalf of the Party represented and legally to bind
17 that Party.

18 11.9 The Parties, including their counsel, have participated in the preparation of this
19 Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties.

20 11.10 This Consent Judgment was subject to revision and modification by the Parties
21 and has been accepted and approved as to its final form by all Parties and their counsel.

22 11.11 Accordingly, any uncertainty or ambiguity existing in this Consent Judgment
23 shall not be interpreted against any Party as a result of the manner of the preparation of this
24 Consent Judgment.

25 11.12 Each Party to this Consent Judgment agrees that any statute or rule of
26 construction providing that ambiguities are to be resolved against the drafting Party should not
27

28

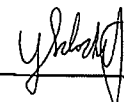
1 be employed in the interpretation of this Consent Judgment and, in this regard, the Parties hereby
2 waive Civil Code § 1654.


3
4 **12. REQUEST FOR FINDINGS, APPROVAL OF SETTLEMENT AND ENTRY OF**
5 **CONSENT JUDGMENT**

6 12.1 This Consent Judgment will be brought before this Court upon the request of the
7 Parties. The Parties request the Court to review this Consent Judgment and to make the
8 following findings pursuant to Health & Safety Code § 25249.7(f)(4):

- 9 a. The injunctive relief required by the Consent Judgment complies with Health &
10 Safety Code § 25249.7;
- 11 b. The reimbursement of fees and costs to be paid pursuant to the Consent Judgment
12 is reasonable under California law; and
- 13 c. The civil penalty amount to be paid pursuant to Consent Judgment is reasonable.

14
15 **AGREED TO:**

16 Dated: 9/27/16 SHEFA LMV, LLC
17
18 By:  _____
19


20
21
22 Dated: 9/27/16 THE HILLMAN GROUP, INC.
23
24 By:  _____
25 Douglas A. Roberts
26 Secretary and General Counsel
27

12/01/2016

ORDER AND JUDGMENT

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

Dated: 11/29/14



Judge of the Superior Court

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

12/01/2016