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

PRIVATE ENFORCEMENT FILING - Health and Safety Code section 25249.7(e) and (f)

FORM JUS 1502
(03-01)

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
Galderma Laboratories, LP

CASE INFO

COURT DOCKET NUMBER
CIV 1504055

COURT NAME
Marin Superior Court

SHORT CASE NAME
Shefa v. Galderma Laboratories, LP

REPORT INFO

INJUNCTIVE RELIEF
Reformulation

PAYMENT: CIVIL PENALTY	PAYMENT: ATTORNEYS FEES	PAYMENT: OTHER
$16,000.00	$22,000.00	0

DATE SUBMITTED TO COURT	IS JUDGMENT PURSUANT TO SETTLEMENT?	IF YES, DATE SETTLEMENT WAS REPORTED TO ATTORNEY GENERAL
5 / 24 / 2016	(●) Yes ( ) No	7 / 8 / 2016

COPY OF JUDGMENT MUST BE ATTACHED

For Internal Use Only

FILER INFO

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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.

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FILED
JUL 08 2016
JAMES M. KIM, Court Executive Officer
MARIN COUNTY SUPERIOR COURT
By: J. Berg, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF MARIN

UNLIMITED CIVIL JURISDICTION

SHEFA LMV, LLC., Plaintiff, vs. GALDERMA LABORATORIES LP; and DOES 1 through 50, inclusive, Defendants.	Case No. CIV 1504055 **~~[PROPOSED]~~ MODIFIED CONSENT JUDGMENT AS TO GALDERMA LABORATORIES LP** Action Filed: Nov. 6, 2015

WHEREAS Plaintiff has issued a Notice and filed a Complaint against Settling Defendant regarding the presence of benzophenone in Covered Products, as further described in this Consent Judgment; and

WHEREAS the Parties acknowledge that the Notice to Settling Defendant was intended to cover all of Settling Defendant's Covered Products; and

WHEREAS the Parties, therefore, wish to resolve all Proposition 65 claims regarding benzophenone in Settling Defendant's products that are labeled as having Sun Protection Factor Value, they hereby agree as follows:

1. INTRODUCTION

1.1 Parties

This consent judgment ("**Consent Judgment**") is entered into by and between plaintiff Shefa LMV, LLC ("**Shefa**" or "**Plaintiff**") and Defendant Galderma Laboratories, LP ("**Settling Defendant**"), with Shefa and Settling Defendant collectively referred to as the "Parties" and individually as a "Party."

1.2 Plaintiff

Shefa is a California Limited Liability Company that seeks to promote awareness of exposure to toxic chemicals and to improve human health by reducing or eliminating hazardous substances contained in consumer and commercial products. Shefa alleges Settling Defendant employs ten or more persons and is a person in the course of doing business for purposes of the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health & Safety Code § 25249.6, *et seq.* ("**Proposition 65**").

1.3 Defendant and Listed Chemical

Settling Defendant manufactures, and/or distributes, and/or sells sunscreen products that are labeled as having a Sun Protection Factor Value ("**SPF Products**"). (*See* 21 C.F.R. § 352.3). One ingredient used in such products to enhance their ability to provide protection from the sun is octocrylene, an active ingredient approved for use in sunscreens by the Federal Food & Drug Administration ("**FDA**"). (*See* 76 Fed. Reg. 35620; 21 C.F.R. §§ 352.10, 352.20 (stayed)).

Octocrylene can at times contain benzophenone. Benzophenone (CAS # 119-61-9) is a chemical listed under The Safe Drinking Water and Toxic Enforcement Act of 1986, California Health & Safety Code § 25249.5 *et seq.* (commonly known as "**Proposition 65**") as a chemical "known to the state to cause cancer" as Proposition 65 defines that phrase. 27 CCR § 25000.

1.4 Products Covered

This Consent Judgment covers and applies to all SPF Products that are manufactured and/or distributed for sale in California and/or sold in California and that contain benzophenone. All sizes, types, brands, packaging, formulations, delivery forms (e.g., sprays or lotions applied by hand), intended uses (e.g., "faces," children's products, "sport," "moisturizing," cosmetic purposes) are included. Examples of the products subject to this Consent Judgment are Cetaphil w/ SPF, including but not limited to Cetaphil w/SPF 15. The products described in this Section 1.4 shall be referred to herein as "**Covered Products**". The Parties agree that the Notices to Settling Defendant covers all of Settling Defendant's Covered Products. This Consent Judgment, and all of its terms, applies to all Covered Products, including without limitation new products and brands introduced, developed, or acquired in the future by Settling Defendant which would today meet the definition of Covered Products if they currently were being manufactured or distributed for sale, or being sold, in California. The term Covered Product, as used hereafter in this Consent Judgment, includes such future products and brands.

1.5 General Allegations

Plaintiff alleges in the Complaint that Settling Defendant manufactured, and/or distributed for sale in California, and/or sold in California, Covered Products containing benzophenone without "a clear and reasonable warning" as Proposition 65 defines that phrase, and continues to do so. Plaintiff asserts this settlement is necessary to assure compliance with Proposition 65 now and in the future and to settle Plaintiff's alleged claims.

1.6 Notice of Violation

On April 15, 2015, Plaintiff served Settling Defendant and the requisite public enforcement agencies with a 60-Day Notice of Violation ("**Notice**"), alleging that Settling Defendant was in

violation of Proposition 65 for failing to warn consumers in California that its sunscreen products exposed users to benzophenone. On June 10, 2016, Plaintiff served Settling Defendant and the requisite public enforcement agencies with a Supplemental 60-Day Notice of Violation ("**Supplemental Notice**"), alleging that Settling Defendant was in violation of Proposition 65 for failing to warn consumers in California that its sunscreen products exposed users to benzophenone. The Supplemental Notice, served less than sixty days prior to execution of this Consent Judgment, was served so as to clarify and better define the scope of Covered Products. The Notice and the Supplemental Notice are attached hereto as Exhibit A. To the best of the Parties' knowledge, no public enforcer has commenced and is diligently prosecuting the allegations set forth in the Notice.

1.7 **Complaint**

On September 10, 2015 Plaintiff filed a complaint in the Superior Court in and for the County of Marin against Concept II Cosmetics, LLC and DOES 1-150, alleging violations of California Health & Safety Code § 25249.6, based on exposures to benzophenone contained in sunscreen products sold by Settling Defendant in the State of California. The complaint shall be deemed amended by this Consent Judgment to include the allegations set forth in certain supplemental notices, and the term "Covered Products" shall be deemed to include any and all products identified in those supplemental notices that were not subject to an earlier notice, on the day that the sixty-day notice period has passed if no authorized public prosecutor has, prior to that date, filed a Proposition 65 enforcement action with respect to the allegations in the Supplemental Notices.

On November 6, 2015, Shefa filed the present action in the Superior Court in and for the County of Marin, *Shefa LMV, LLC v. Galderma Laboratories, LP, et al.*, Marin Superior Court Case No. CIV 1504055 alleging violations of California Health & Safety Code § 25249.6, based on the alleged exposures to benzophenone contained in sunscreen products sold in the State of California. The complaint shall be deemed amended by this Consent Judgment to include the allegations set forth in the Supplemental Notice, and the term "Covered Products" shall be

deemed to include any and all products identified in the Supplemental Notice that were not subject to an earlier notice, on the day that the sixty-day notice period has passed if no authorized public prosecutor has, prior to that date, filed a Proposition 65 enforcement action with respect to the allegations in the Supplemental Notice.

1.8 No Admission

Settling Defendant denies all the respective material, factual, and legal allegations contained in the Notice and Complaint. Settling Defendant maintains that all of its Covered Products have been and are in compliance with all laws. Nothing in this Consent Judgment shall be construed as an admission against interest by Settling Defendant of any fact, finding, conclusion, issue of law, or violation of law, nor shall compliance with this Consent Judgment constitute or be construed as an admission against interest by Settling Defendant of any fact, finding, conclusion, issue of law, or violation of law. This Section shall not, however, diminish or otherwise affect Settling Defendant's obligations, responsibilities, and duties under this Consent Judgment.

1.9 Consent to Jurisdiction

For purposes of this Consent Judgment only, the Parties stipulate that this Court has jurisdiction over Settling Defendant as to the allegations in the Complaint, that venue is proper in the County of Marin, Settling Defendant agrees that it employs or has employed ten or more persons during time periods relevant to the Complaint, and that this Court has jurisdiction over the Parties to enter and enforce the provisions of this Consent Judgment pursuant to Proposition 65 and Code of Civil Procedure § 664.6.

1.10 Effective Date

For purposes of this Consent Judgment, the term "Effective Date" shall mean the date that Plaintiff serves notice on Settling Defendant that this Consent Judgment is approved and entered by the Court.

2. INJUNCTIVE RELIEF: REFORMULATION STANDARD; NOTIFICATION

2.1 Reformulation Standard

(a) Whereas, Settling Defendant, based on inquiry for purposes of this Consent Judgment, has not identified any ingredient in its Covered Products other than octocrylene that is a source of detectable benzophenone in such Covered Products. Further, based upon inquiry for purposes of this Consent Judgment, Settling Defendant represents that it has investigated and concluded that there are only a few major suppliers of octocrylene for the domestic market and that time and phasing is needed for the marketplace of octocrylene suppliers to make the adjustments necessary to deliver octocrylene with benzophenone meeting the Octocrylene Reformulation Standards.

(b) As of June 1, 2018, Settling Defendant shall only manufacture, or cause to be manufactured, either Covered Products containing no more than (i) 50 parts per million ("ppm") benzophenone in the finished Covered Products; or (ii) 500 ppm of benzophenone in the ingredient octocrylene used in the finished Covered Products. These first standards are interim standards.

(c) As of June 1, 2020, Settling Defendant shall only manufacture or cause to be manufactured, either Covered Products containing no more than (i) 35 ppm benzophenone in the finished Covered Product; or (ii) 350 ppm of benzophenone in the ingredient octocrylene used in the finished Covered Products. These second standards are the "**Final Reformulation Standards**."

(d) The dates and reformulations of the Covered Products as listed in Section 2.1 (b) and (c) shall be referred to collectively as the "**Reformulation Standards**," consisting of either the Sections 2.1 (b)(i) and (c)(i) (the "**Finished Product Reformulation Standards**") or Sections 2.1 (b)(ii) and (c)(ii) (the "**Octocrylene Reformulation Standards**"). Settling Defendant may at any time, at its own election, comply with either, both, or any combination of the applicable Finished Product Reformulation Standard or the Octocrylene Reformulation Standard with respect to any Covered Product.

(e) The Reformulation Standards shall apply to Covered Products which are manufactured by or on behalf of Settling Defendant on or after the applicable Reformulation Standard dates.

2.2. Notifications

Settling Defendant shall provide, no later than fourteen (14) days after the Effective Date, written notice (the "**Octocrylene Supplier Letter**") to its current respective octocrylene supplier or suppliers, informing said supplier or suppliers of the Octocrylene Reformulation Standard and urging each supplier to use reasonable efforts to provide expeditiously only octocrylene which complies with the Octocrylene Reformulation Standards. Settling Defendant shall not include statements in the Octocrylene Supplier Letter that will encourage a supplier to delay compliance with the Octocrylene Reformulation Standards. Settling Defendant shall include a statement in its Octocrylene Supplier Letter requesting that its supplier use any and all commercially reasonable efforts to achieve an Octocrylene Reformulation Standard of 200 ppm by June 1, 2020.

2.3 Compliance with Reformulation Standard

(a) Should Settling Defendant elect to meet the Finished Product Reformulation Standard, it may, at its option, either (i) test the Covered Product pursuant to a scientifically appropriate application of U.S. Environmental Protection Agency testing methodologies 3580A, 8270C, or any other scientifically appropriate methodology for determining the benzophenone content in a substance of the form of the specific Covered Product being tested, or (ii) may use the appropriate mathematical calculation based on octocrylene percentage in the Covered Product and the benzophenone concentration in the lot of octocrylene used in the finished Covered Product, based either on testing of the octocrylene lot or on a certificate of analysis documenting benzophenone content from the octocrylene supplier (the "**Certificate of Analysis**") at Settling Defendant's option.

(b) Should Settling Defendant elect to meet the Octocrylene Reformulation Standard, it shall obtain a Certificate of Analysis or analytical testing report for each lot of octocrylene

used in the manufacture of Covered Products. If, after Settling Defendant has advised its octocrylene suppliers to include a Certificate of Analysis with each lot of delivered octocrylene, an octocrylene supplier fails to include a Certificate of Analysis, Settling Defendant may correct the lapse upon discovery.

(c) Settling Defendant may, absent grounds to question the accuracy, demonstrate compliance with either Reformulation Standard by relying in good faith on an octocrylene supplier's Certificate of Analysis or comparable verified quantitative benzophenone content information. Such good faith reliance establishes compliance with the Reformulation Standards. Octocrylene suppliers shall rely on any scientifically appropriate testing methodology for determining the benzophenone content of octocrylene.

(d) Settling Defendant shall retain compliance documentation for three years after delivery of a lot of octocrylene and compliance documentation shall be made available within 30 days of a written request by Plaintiff, who may make no more than two such requests annually.

3. MONETARY PAYMENTS

3.1 Civil Penalty

Pursuant to Health and Safety Code section 25249.7(b), Settling Defendant shall pay initial civil penalties of $16,000.00 and, if applicable, final civil penalties in the amounts identified in Section 15.1. Settling Defendant shall issue two (2) separate checks for the total amount of $16,000.00 penalties pursuant to Health & Safety Code § 25249.12: (a) one check made payable to the State of California's Office of Environmental Hazard Assessment ("**OEHHA**") in the amount of $12,000.00, representing 75% of the total penalty; and (b) one check to Shefa LMV, LLC in the amount of $4,000.00, representing 25% of the total penalty. The payment to OEHHA shall be delivered to: Office of Environmental Health Hazard Assessment, Attn.: Mike Gyurics, Fiscal Operations Branch Chief, Office of Environmental Health Hazard Assessment, P.O. Box 4010 Sacramento, CA 95812-4010. The payment to Shefa shall be delivered to: Shefa LMV, LLC c/o Law Office of Daniel N. Greenbaum, 7120

Hayvenhurst Avenue, Suite 320, Van Nuys, CA 91406.

3.1.1 Initial Civil Penalty. Within ten (10) business days of the Effective Date Settling Defendant shall issue checks in the amounts identified in 3.1 as the Initial Civil Penalty.

3.1.2 Final Civil Penalty. On or before June 30, 2018 Settling Defendant shall pay a final civil penalty (the "**Final Civil Penalty**") in the amount of $16,000.00. However, the Final Civil Penalty shall be waived in its entirety if Settling Defendant certifies that all Covered Products subject to this Consent Judgment manufactured by or on behalf of that Settling Defendant on or after June 1, 2018 meets a Final Reformulation Standard. A responsible official with personal knowledge, after due inquiry, of Settling Defendant that has exercised this election shall provide Plaintiff with a written certification confirming compliance with the above conditions on or before June 15, 2018.

3.2 Reimbursement of Fees and Costs

The Parties acknowledge that Shefa and its counsel offered to resolve this dispute without reaching terms on the amount of fees and costs to be reimbursed to them, thereby leaving the issue to be resolved after the material terms of the agreement had been settled. Shortly after the other settlement terms had been finalized, Settling Defendant expressed a desire to resolve Shefa's fees and costs. Settling Defendant agrees to pay Shefa and its counsel under the private attorney general doctrine codified at California Code of Civil Procedure section 1021.5, for all work performed through the mutual execution of this agreement, including without limitation the fees and costs incurred as a result of investigating, bringing this matter to Settling Defendant's attention, negotiating a settlement, and seeking court approval of the same. Settling Defendant agrees to pay the amount of fees and costs of $22,000.00 within ten (10) business days of the Effective Date. Payment shall be delivered to Daniel N. Greenbaum, Law Office of Daniel N. Greenbaum, 7120 Hayvenhurst Avenue, Suite 320, Van Nuys, CA 91406.

4. CLAIMS COVERED AND RELEASED

4.1 Plaintiff's Public Release of Proposition 65 Claims

This Consent Judgment is a full, final and binding resolution of all claims that were or could have been asserted in the Complaint arising out of Settling Defendant's alleged failure to provide Proposition 65 warnings for exposures to benzophenone in its Covered Products. Plaintiff, acting on its own behalf and in the public interest, releases Settling Defendant and its respective parents, subsidiaries, affiliated entities under (full or partial) common ownership, manufacturers, suppliers and the directors, officers, employees, attorneys, and predecessors, successors or assigns of each of them ("**Releasees**") and each entity to whom Settling Defendant directly or indirectly distributes or sells the Covered Products including, but not limited to, its downstream distributors, wholesalers, customers, retailers, franchisers, cooperative members, licensors and licensees, and including, without limitation, and including any and all subsidiaries, parents, marketplace retailers and/or affiliates of the foregoing retailers (collectively, the "**Distribution Chain Releasees**") for violations arising under Proposition 65 for unwarned exposures to benzophenone from the Covered Products by Settling Defendant prior to the Effective Date. Plaintiff's release of claims applies to all Covered Products which Settling Defendant (or its manufacturer) either manufactured, and/or distributed and/or sold prior to the Effective Date, regardless of the date any person distributes or sells the subject Covered Products.

Upon entry of this Consent Judgment by the Court, going forward, Settling Defendant's compliance with the terms of this Consent Judgment shall be deemed to constitute compliance with Proposition 65 with respect to benzophenone in that Settling Defendant's prior, current and future Covered Products.

4.2 Plaintiff's Individual Release of Claims

Plaintiff, in its individual capacity only and *not* in its representative capacity, also provides a release to Settling Defendant, Releasees, and Distribution Chain Releasees, which release shall be effective as a full and final accord and satisfaction, as a bar to all actions, causes

of action, obligations, costs, expenses, attorneys' fees, damages, losses, claims, liabilities and demands of Plaintiff of any nature, character or kind, whether known or unknown, suspected or unsuspected, arising out of alleged or actual exposures to benzophenone in Settling Defendant's Covered Products prior to the Effective Date.

4.3 Settling Defendant's Release of Shefa

Settling Defendant, on behalf of itself, its past and current agents, representatives, attorneys, successors and assignees, hereby waives any and all claims against Shefa and its attorneys and other representatives, for any and all actions taken or statements made by Shefa and its attorneys and other representatives, whether in the course of investigating claims, otherwise seeking to enforce Proposition 65 against it in this matter, or with respect to the Covered Products up through the Effective Date.

4.4 Release and Dismissal of Retailer Defendant

This Consent Judgment provides a "downstream" release which resolves all claims in the Complaint for all Covered Products manufactured by, or on behalf of, distributed, or sold by Settling Defendant. Any retailer who has been named in the Complaint (a "**Retailer Defendant**") due to its sale of one or more such Covered Products shall be dismissed without prejudice unless, prior to the date this Consent Judgment was lodged, that Retailer Defendant had also received a Notice that identified an exemplar product not manufactured or supplied by either Settling Defendant or an entity that has previously resolved Plaintiff's claims with a downstream release.

5. FORCE MAJEURE

In the event that it is not feasible for Settling Defendant to obtain conforming octocrylene necessary so as to comply with any Reformulation Standard due to an Act of God (including fire, flood, earthquake, storm, hurricane or other natural disaster) or loss of adequate supplier ability to supply octocrylene on an uninterrupted basis compliant with the applicable Octocrylene Reformulation Standard, the provisions of this paragraph will dictate whether the applicable dates for meeting the Reformulation Standards shall be extended. The criteria for determining

whether it is feasible to obtain conforming octocrylene shall include the following factors: availability and reliability of supply that meets the applicable Octocrylene Reformulation Standard, cost of such conforming octocrylene and resulting increase in manufacturers' prices resulting from the use of conforming octocrylene, performance characteristics of conforming octocrylene and of the resulting Covered Products, including but not limited to formulation, performance, safety, efficacy, consumer acceptance, and stability.

Settling Defendant shall provide notice to Plaintiff and to JAMS mediator Judge James Warren, or if he is not available, another mediator from JAMS mutually agreed to by the Parties or, if necessary, as referred by the Court. Included in the notice shall be the specific reason or reasons for invoking the Force Majeure clause, along with a reasonable estimate of the time period during which Settling Defendant will be unable to comply with the applicable Reformulation Standard. During the time invoked by Settling Defendant, the Reformulation Standard shall be revised to 100 ppm for the Finished Product Reformulation Standard and 1,000 ppm for the Octocrylene Reformulation Standard.

If the Parties disagree as to whether Settling Defendant has a valid reason to invoke the Force Majeure clause or disagree as to the length of time necessary for Settling Defendant to comply with the Reformulation Standard, they shall attempt to resolve their differences through one or more sessions with Judge Warren, or if he is not available, another mediator from JAMS mutually agreed to by the Parties or, if necessary, as referred by the Court. Shefa's reasonable fees and costs of the mediation sessions under this Section shall be borne solely by the participating Settling Defendant unless otherwise allocated by Judge Warren or other mediator from JAMS, who shall consider whether mediation was necessary and/or whether a Party asserted unreasonable or extreme positions. If the Parties cannot reach resolution via a meet and confer or the JAMS process, an aggrieved Party may move the Court via a noticed motion on all Parties, with a copy to the Office of the Attorney General, for such additional relief as that Party deems necessary.

6. COURT APPROVAL

This Consent Judgment is not effective until it is approved and entered by the Court and shall be null and void if, for any reason, it is not approved and entered by the Court within one year after it has been fully executed by the Parties, or by such additional time as the Parties may agree in writing.

7. SEVERABILITY

If, subsequent to the execution of this Consent Judgment, any provision of this Consent Judgment is held by a court to be void or unenforceable, or the Parties agree to modify any terms due to input from the Office of the Attorney General or after a hearing before the Court in connection with Shefa's Motion to Approve, or for other good cause, each Party to be bound by any such modified terms must re-execute the modified Consent Judgment and such modified Consent Judgment then shall be presented to the Court for approval by Shefa; provided, however, that if a provision of this Consent Judgment declared void or unenforceable is material to the Party for whom such term provided a benefit or protection, that Party can seek other remedies, including, without limitation, rescission or reformation, based on the provision being declared void or unenforceable.

8. GOVERNING LAW

The terms of this Consent Judgment shall be governed by the laws of the State of California and apply within the State of California. In the event that Proposition 65 is repealed or is otherwise rendered inapplicable by reason of law generally, or as to the Covered Products, including without limitation the delisting of benzophenone, then Settling Defendant may provide written notice to Plaintiff of any asserted change in the law, and with the exception of Sections 3.1 and 3.2 above, have no further obligations pursuant to this Consent Judgment, with respect to, and to the extent that, the Covered Products are so affected. None of the terms of this Consent Judgment shall have any application to Covered Products sold outside of the State of California.

9. FUTURE FEDERAL REGULATION OF OCTOCRYLENE OR BENZOPHENONE

If FDA adopts new regulations or Congress enacts new laws governing octocrylene and/or benzophenone content in any Covered Products, then the Parties shall meet and confer regarding the effect of such changes in the law on the obligations of this Consent Judgment. If necessary to reach agreement, the Parties may refer any specific issue for consideration by Judge Warren or other JAMS mediator agreed to by the Parties or, if necessary, as appointed by the Court.

Notwithstanding the foregoing, if FDA authorizes the percentage of octocrylene to increase above the current limit of 10% in Covered Products, then this Consent Judgment shall by operation of law be amended to allow benzophenone in finished Covered Products to rise in proportion to the percentage increase. Settling Defendant shall notify Plaintiff of the date this Section operates to change any Finished Product Reformulation Standard. This notice obligation shall sunset on June 1, 2023. Even if FDA changes the level of permissible octocrylene prior to June 1, 2018, the civil penalty provisions of Section 3.1.2 shall apply as written, not to any standards as modified by this Section 9. Settling Defendant represent that other than as described in the proceedings and papers referenced in their briefs in these consolidated cases, they are not aware that the FDA currently has published or made public plans to raise the allowable levels of octocrylene in the Covered Products.

10. NOTICE

Unless specified herein, all correspondence and notice required to be provided pursuant to this Consent Judgment shall be in writing and sent by: (i) personal delivery; (ii) first-class registered or certified mail, return receipt requested; or (iii) overnight courier on any party by the other at the following addresses:

To Settling Defendant:	To Shefa:
Gary Roberts, Esq. Dentons US LLP 601 South Figueroa Street, Suite 2500 Los Angeles, CA 90017	Daniel N. Greenbaum Law Office of Daniel N. Greenbaum 7120 Hayvenhurst Avenue, Suite 320 Van Nuys, CA 91406

Any Party, from time to time, may specify in writing to the other Party a change of address to which all notices and other communications shall be sent.

11. COUNTERPARTS; FACSIMILE AND PDF SIGNATURES

This Consent Judgment may be executed in counterparts and by facsimile or pdf signature, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document. A facsimile or pdf signature shall be as valid as the original.

12. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(f)

Plaintiff agrees to comply with the reporting form requirements referenced in California Health & Safety Code § 25249.7(f).

13. ADDITIONAL POST EXECUTION ACTIVITIES

The Parties acknowledge that, pursuant to California Health & Safety Code § 25249.7(f), Shefa is obligated to file a noticed motion to obtain judicial approval of this Consent Judgment. Settling Defendant agrees to urge the Court to approve this Consent Judgment. If any third party objection to the noticed motion is filed, Plaintiff and Settling Defendant agree to work together to the extent appropriate, and shall appear at any hearing before the Court to urge the Court to approve the Consent Judgment.

14. MODIFICATION

This Consent Judgment may only be modified by a written instrument executed by the Party or Parties to be bound thereby, and after approval by the Court upon a noticed motion. Any motion to modify shall be served on all Parties and the Office of the Attorney General.

15. ENFORCEMENT

15.1 Settling Defendant

In order to assert a potential violation of the Consent Judgment, Plaintiff shall provide notice to Settling Defendant as set forth in this paragraph ("**Notice of Breach**"): (a) Plaintiff shall provide all results of testing conducted on a specific Covered Product during the three month period for which the violation is alleged; (b) such testing must be of no less than five (5) of the same Covered Product (irrespective of the volume size of the container) collected within the three (3) month period, from five different retail vendors; (c) the average of all test results for that period exceed the Finished Product Reformulation Standard; and (d) Plaintiff shall provide the alleged violator a copy of (i) the purchase information for the allegedly violating Covered Product and (ii) a digital image of the allegedly violating Covered Product showing the SKU/UPC and, if present on the container, the Lot/Batch number(s).

Settling Defendant and Plaintiff shall, within thirty (30) days of receipt of the Notice of Breach, meet and confer regarding the alleged violation, during which time Plaintiff shall not file any motion, application, action, or pleading regarding the alleged violation.

For the first alleged violation as to any specific Covered Product for which Plaintiff provides Notice of Breach, Settling Defendant may demonstrate compliance by providing (1) a Certificate of Analysis or comparable verified quantitative benzophenone content information for five (5) units of the Covered Product or for the lot(s) of octocrylene from the supplier(s) of the octocrylene in the Covered Product at issue showing levels of benzophenone meeting the Octocrylene Reformulation Standard, or (2) a prior test result, using scientifically appropriate test methodologies, of the lot(s) of octocrylene used in the finished product which is the subject of the Notice of Breach, showing levels of benzophenone meeting the Octocrylene Reformulation Standard. If Settling Defendant cannot demonstrate compliance, it must pay a stipulated civil penalty of $25,000 to be allocated according to Section 3.1.

In the event that, thereafter, Plaintiff provides a Notice of Breach pertaining to a second alleged violation for the same Covered Product, he must do so in accordance with this Section.

For the second alleged violation noticed by Plaintiff of the same Covered Product, Settling Defendant may demonstrate compliance with the terms of the Consent Judgment by providing test results, using scientifically appropriate test methodologies, conducted on five (5) units of the Covered Product or on the first three (3) lots of octocrylene received more than 30 days after receipt of the written response showing compliance with the Octocrylene Reformulation Standard received from the supplier of the octocrylene used to make the finished product which was the subject of the first Notice of Breach, and used to manufacture that finished product. If fewer than three (3) lots are received during the relevant time period, testing is required only for such lots as were received. Such a showing shall constitute compliance.

In the event that Settling Defendant cannot demonstrate compliance in the manner set forth above after receipt of a second Notice of Breach for the same Covered Product, and Plaintiff thereafter provides notice in accordance with the provisions in this Section of a third alleged violation for the same Covered Product, Settling Defendant shall pay a stipulated penalty of $50,000 for each such second or subsequent violation.

15.2 Retailer Defendant

If Plaintiff sends a Notice of Breach to a Retailer Defendant, that Retailer Defendant shall be allowed to tender such notice to the manufacturer, distributor or seller of the subject Covered Product who is Settling Defendant. Thereafter, Plaintiff shall proceed with such Settling Defendant in accordance with Section 15.1 in lieu of the Retailer Defendant.

16. AUTHORIZATION

The undersigned are authorized to execute this Consent Judgment on behalf of their respective Parties and have read, understood and agree to all of the terms and conditions of this Consent Judgment.

AGREED TO:	AGREED TO:
Date: 6/15/16	Date: 6-14-16
By: _____	By: _____
Shefa LMV, LLC	GALDERMA LABORATORIES LP

ORDER AND JUDGMENT

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

Dated: JUL 0 8 2016

PAUL M. HAAKENSON

Judge of the Superior Court

EXHIBIT A

60-DAY NOTICE OF VIOLATION

SENT IN COMPLIANCE WITH CALIFORNIA HEALTH & SAFETY CODE §25249.7(d)

DATE: April 15, 2015

To: Amazon.com, Inc.; Drugstore.com; Pro Concepts; Sun Bum LLC; Galderma Laboratories, LP; Australian Gold, Inc.; Panama Jack, Inc.; S&G Hampton Sun, LLC; Child & Associates; Walgreens Co.

California Attorney General's Office;

District Attorney's Office for 58 Counties; and
City Attorney's Office for Los Angeles, San Diego, San Jose and San Francisco.

From: Shefa LMV, LLC

I. INTRODUCTION

Our name is Shefa LMV, LLC. We are citizens and a Limited Liability Company of the State of California acting in the interest of the general public. We seek to promote awareness of exposures to toxic chemicals in products sold in California and, if possible, to improve public health and safety by reducing the hazardous substances contained in such items. This Notice is provided to the parties listed above pursuant to California Health & Safety Code §25249.6, et seq. ("Proposition 65"). The violations alleged by this Notice consist of product exposures, routes of exposures, and types of harm that may potentially result from exposures to the toxic chemical ("listed chemical") identified below:

Product Exposure:	**See Section VII, Exhibit A**
Listed Chemical:	**Benzophenone;**
Routes of Exposure:	**Dermal absorption; Ingestion; and Inhalation**
Types of Harm:	**Carcinogen**

II. NATURE OF ALLEGED VIOLATION (PRODUCT EXPOSURE)

The specific type of product that is causing consumer and occupational exposures in violation of Proposition 65, and which is the subject of this Notice, is listed under "Product Category/Type" in Exhibit A in Section VII below. All products within the type covered by this Notice shall be referred to hereinafter as the "products." The sales of these products in California dating at least as far back as **June 23, 2013** are subject to this Notice. As a result of the sales of these products, exposures to the listed chemical have been occurring without clear and responsible warnings as required by Proposition 65. Without proper warnings regarding the toxic effects of exposures to the listed chemical, resulting from contact with the products from dermal and ingestion exposure as well as inhalation, California citizenry lack the information necessary to make informed decisions on whether and how to eliminate (or reduce) the risk of exposure to the toxic chemical from the reasonably foreseeable use of the products.

Through the act of buying, acquiring and using the products, citizens of California are exposed to the listed chemical in homes, workplaces and elsewhere throughout California where these products are

their children. Exposure to consumers includes, but is not limited to, when handling the product Benzophenone is absorbed through dermal, and other migration pathways, including but not limited to incidental ingestion after one touch's the chemical and then touch's food or otherwise places his hands on or near his lips where his tongue can or will continue this pathway to ingestion exposure. Exposure may continue to occur for a significant period after the initial contact. People likely to be exposed are women, men, infants and children. These violations and threatened violations pertain to Proposition 65 chemicals that are listed by the state as known to cause cancer.

III. CONTACT INFORMATION

Please direct all questions concerning this notice to us through our counsel's offices at the following address:

Daniel N. Greenbaum, Esq.
7120 Hayvenhurst Avenue, Suite 320
Van Nuys, CA 91406
Main: (818) 809-2199
Cell: (310) 200-2631
Fax: (424) 243-7689
Email: dgreenbaum@greenbaumlawfirm.com

IV. PROPOSITION 65 INFORMATION

For general information concerning the provisions of Proposition 65, please feel free to contact the Office of Environmental Health Hazard Assessment ("OEHHA") in the Proposition 65 Implementation Office at (916) 445-6900. For the alleged Violator(s), I have attached a copy of "Proposition 65 in Plain Language" which has been prepared by OEHHA.

V. RESOLUTION OF NOTICED CLAIMS

Based on the allegations set forth in this Notice, we intend to file a citizen enforcement lawsuit against the alleged Violator(s), unless such Violator enters into a binding written agreement to: (1) recall products already sold or undertake best efforts to ensure that the requisite health hazard warnings are provided to those whom have received such products; (2) provide clear and reasonable warnings for products sold in the future, or reformulate such products to eliminate the Benzophenone exposures.

If the alleged Violator is interested in resolving this dispute without resorting to time-consuming and expensive litigation, please feel free to contact my counsel identified in Section III. It should be noted that neither my counsel nor I can: (1) finalize any settlement until after the 60-day Notice period elapses; nor (2) speak for the Attorney General or any District Attorney or City Attorney who received this Notice. Therefore, while reaching an agreement that will resolve my claims, such an agreement may not be approved by the Attorney General after referral to them, or by the court as the last voice on settlements.

VI. ADDITIONAL INFORMATION

Product	Retailer(s)	Manufacturer(s)/Distributor(s)
Sunscreen; Face Soap	Amazon.com; Drugstore.com; Pro Concepts	Sun Bum LLC; Galderma Laboratories, LP; Australian Gold, Inc.; Panama Jack, Inc.; S&G Hampton Sun, LLC; Child & Associates; Walgreens Co.

VII. EXHIBIT A

Identified below are named products which contain the alleged chemicals at issue, and this reference is supportive of the material facts that are a part of my counsels Certificate of Merit that is attached hereto as being available for purchase or use in California that is within the category or type of offending product covered by this Notice. Based on publicly available information, the retailers, distributors and/or manufacturers of the example within the category or type of product are also provided below. I believe and allege that the sale of the offending products also has occurred without the requisite Proposition 65 "clear and reasonable warnings" at one or more locations and/or via other means including, but not limited to, transactions made over-the-counter, business to business, through the internet, and/or via catalog by the alleged Violator(s) and other distributors and retailers of the product.

Product Category	Specific Product	UPC	Sold by	Manufacturer/Distributor
Sunscreen	Sun Bum SPF 70	871760002098	Pro Concepts/Amazon	Sun Bum, LLC
Face Soap	Cetaphil w/ SPF 15	302993928041	Drugstore.com	Galderma Laboratories, L.P.
Sunscreen	Australian Gold SPF 50+ Continuous Spray Sport	054402260463	Amazon.com	Australian Gold, Inc.
Sunscreen	Panama Jack SPF 70 continuous spray	045336041709	Drugstore.com	Panama Jack, Inc.
Sunscreen	Hampton Sun Broad Spectrum SPF 35	184573000398	Drugstore.com	S & G Hampton Sun LLC.
Sunscreen	Maui Mike's Hawaiian Sunstick SPF 30	025301500189	Drugstore.com	Childs & Associates
Sunscreen	Walgreens Sunscreen Stick	049022764989	Drugstore.com	Walgreens Co.

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this case or action. My business address is: **7120 Hayvenhurst Avenue, Suite 320, Van Nuys, CA 91406**

A True and Correct copy of the documents entitled **60 DAY NOTICE OF VIOLATION; CERTIFICATE OF MERIT; THE SAFE DRINKING WATER AND TOXIC ENFORCEMENT ACT OF 1986 (PROPOSITION 65): A SUMMARY** will be served or was served in the manner stated below:

I. Interested Parties (Served via Certified Mail): On April 15, 2015, I served the following persons and/or entities at the last known addresses by placing a true and correct copy thereof in a sealed envelope in the United States Mail, postage prepaid, and addressed as follows:

Amazon.com, Inc.	ATTN: CEO or President	410 Terry Avenue N, Seattle, WA 98109
Corporation Service Company	c/o Amazon.com, Inc.	300 Deschutes Way SW, Suite 304, Seattle, WA 98501
Drugstore.com	ATTN: CEO or President	12835 Old Virginia Rd., Reno, NV 89521
Sun Bum, LLC	ATTN: CEO or President	5421 Avenida Encinas Ste J, Carlsbad, CA 92008-4410
Sun Bum	ATTN: CEO or President	P.O. Box 320598, Cocoa Beach FL 32932
Sun Bum LLC	ATTN: Dustin Smith	101 N. ORLANDO AVE., COCOA BEACH, FL 32931
Sun Bum LLC	ATTN: CEO or President	4940 Cascade Road, Suite # 210, Grand Rapids, MI 49546
CT Corporation System	Sun Bum Suncare LLC	967 Spaulding Ave., Suite B, Ada MI 49301
Galderma Laboratories, L.P.	ATTN: Quentin Cassady	14501 North Freeway, Fort Worth, TX 76177
Galderma Laboratories, L.P.	ATTN: CEO or President	14501 North Freeway, Fort Worth, TX 76177
Australian Gold	ATTN: CEO or President	6270 Corporate Dr., Indianapolis, IN 46278-2921
Corporation Service Company	c/o Australian Gold	251 E. Ohio Street, Suite 500, Indianapolis IN 46204
Panama Jack, Inc.	ATTN: CEO or President	230 Ernestine St., Orlando, FL 32801-3622
Panama Jack, Inc.	ATTN: Jack Katz	230 Ernestine St., Orlando, FL 32801-3622
S & G HamptonSun LLC.	ATTN: CEO or President	123 W 18th St Fl 8, New York, NY 10011-4127
National Registered Agents	c/o S&G HamptonSun	111 Eighth Ave., New York NY 11011
Childs & Associates	ATTN: CEO or President	Po Box 3595, San Rafael, CA 94902
Childs & Associates	ATTN: Barry H. Lawrence	C/O KAYE, SCHOLER ET AL, 1999 AVENUE OF THE STARS, #1600, LOS ANGELES, CA 90067
Walgreens Co.	ATTN: CEO or President	108 Wilmot Rd., Deerfield IL, 60015-4681
Illinois Corporation Service	c/o Walgreens	801 Adlai Stevenson Dr., Springfield IL 62703

II. California Attorney General (via website Portal): On April 15, 2015, I uploaded a true and correct copy thereof as a PDF file via the California Attorney General's website.

III. District and City Attorneys (via U.S. Mail): On April 15, 2015, I served the following persons and/or entities at the last known addresses by placing a true and correct copy thereof in a sealed envelope in the United States Mail, first class, postage prepaid, and addressed as follows **See attached pages for full service list**

I declare under penalty of perjury under the laws of the State of California and the United States of America that the foregoing is true and correct.

April 15, 2015	Daniel N. Greenbaum, Esq.	
Date	*Printed Name*	*Signature*

District Attorney
ALAMEDA COUNTY
1225 Fallon Street, Room 900
Oakland, CA 94612

District Attorney
ALPINE COUNTY
PO Box 248
Markleeville, CA 96120

District Attorney
AMADOR COUNTY
708 Court Street, #202
Jackson, CA 95642

District Attorney
BUTTE COUNTY
25 County Center Drive —
Administration Building
Oroville, CA 95965

District Attorney
CALAVERAS COUNTY
891 Mountain Ranch Road
San Andreas, CA 95249

District Attorney
COLUSA COUNTY
346 5th Street, Suite. 101
Colusa, CA 95932

District Attorney
CONTRA COSTA COUNTY
900 Ward Street
Martinez, CA 94553

District Attorney
DEL NORTE COUNTY
450 H Street, Room 171
Crescent City, CA 95531

District Attorney
EL DORADO COUNTY
515 Main Street
Placerville, CA 95667

District Attorney
FRESNO COUNTY
2220 Tulare Street, Suite. 1000
Fresno, CA 93721

District Attorney
GLENN COUNTY
PO Box 430
Willows, CA 95988

District Attorney
HUMBOLDT COUNTY
825 5th Street
Eureka, CA 95501

District Attorney
IMPERIAL COUNTY
940 West Main Street, Suite. 102
El Centro, CA 92243

District Attorney
INYO COUNTY
168 North Edwards
Independence, CA 93526

District Attorney
KERN COUNTY
1215 Truxtun Avenue
Bakersfield, CA 93301

District Attorney
KINGS COUNTY
1400 West Lacey Blvd.
Hanford, CA 93230

District Attorney
LAKE COUNTY
255 N. Forbes Street
Lakeport, CA 95453

District Attorney
LASSEN COUNTY
220 S. Lassen Street, Suite. 8
Susanville, CA 96130

District Attorney
LOS ANGELES COUNTY
210 W. Temple Street
Los Angeles, CA 90012

District Attorney
MADERA COUNTY
209 West Yosemite Avenue
Madera, CA 93637

District Attorney
MARIN COUNTY
3501 Civic Center Drive, Room 130
San Rafael, CA 94903

District Attorney
MARIPOSA COUNTY
PO BOX 730
Mariposa, CA 95338

District Attorney
MENDOCINO COUNTY
PO BOX 1000
Ukiah, CA 95482

District Attorney
MERCED COUNTY
550 West Main Street
Merced, CA 95340

District Attorney
MODOC COUNTY
204 S. Court Street, Room 202
Alturas, CA 96101

District Attorney
MONO COUNTY
PO BOX 2053
Mammoth Lakes, CA 93546

District Attorney
MONTEREY COUNTY
PO BOX 1131
Salinas, CA 93902

District Attorney
NAPA COUNTY
PO BOX 720
Napa, CA 94559

District Attorney
NEVADA COUNTY
201 Commercial Street
Nevada City, CA 95959

District Attorney
ORANGE COUNTY
401 Civic Center Drive West
Santa Ana, CA 92701

District Attorney
PLACER COUNTY
10810 Justice Center Drive
Roseville, CA 95678

District Attorney
PLUMAS COUNTY
520 Main Street, Room 404
Quincy, CA 95971

District Attorney
RIVERSIDE COUNTY
3960 Orange Street
Riverside, CA 92501

District Attorney
SACRAMENTO COUNTY
901 G Street
Sacramento, CA 95812

District Attorney
SAN BENITO COUNTY
419 4th Street
Hollister, CA 95023

District Attorney
SAN BERNARDINO COUNTY
303 W. Third Street
San Bernardino, CA 92415

District Attorney
SAN DIEGO COUNTY
330 W. Broadway, Suite 1300
San Diego, CA 92101

District Attorney
SAN FRANCISCO COUNTY
880 Bryant Street, Third Floor
San Francisco, CA 94103

District Attorney
SAN JOAQUIN COUNTY
PO BOX 990
Stockton, CA 95202

District Attorney
SAN LUIS OBISPO COUNTY
Courthouse Annex, 4th Floor
San Luis Obispo, CA 93408

District Attorney
SAN MATEO COUNTY
400 County Center, Third Floor
Redwood City, CA 94063

District Attorney
SANTA BARBARA COUNTY
1112 Santa Barbara Street
Santa Barbara, CA 93101

District Attorney
SANTA CLARA COUNTY
70 West Hedding Street, West Wing
San Jose, CA 95110

District Attorney
SANTA CRUZ COUNTY
701 Ocean Street, Room 200
Santa Cruz, CA 95060

District Attorney
SHASTA COUNTY
1355 West Street
Redding, CA 96001

District Attorney
SIERRA COUNTY
100 Courthouse Square
Downieville, CA 95936

District Attorney
SISKIYOU COUNTY
PO BOX 986
Yreka, CA 96097

District Attorney
SOLANO COUNTY
675 Texas Street, Suite 4500
Fairfield, CA 94533

District Attorney
SONOMA COUNTY
600 Administration Drive, Room 212J
Santa Rosa, CA 95403

District Attorney
STANISLAUS COUNTY
832 12th Street, Suite 300
Modesto, CA 95353

District Attorney
SUTTER COUNTY
446 Second Street, Suite 102
Yuba City, CA 95991

District Attorney
TEHAMA COUNTY
PO BOX 519
Red Bluff, CA 96080

District Attorney
TRINITY COUNTY
PO BOX 310
Weaverville, CA 96093

District Attorney
TULARE COUNTY
221 South Mooney Blvd., Suite 224
Visalia, CA 93291

District Attorney
TUOLUMNE COUNTY
423 No. Washington Street
Sonora, CA 95370

District Attorney
VENTURA COUNTY
800 South Victoria Avenue
Ventura, CA 93009

District Attorney
YOLO COUNTY
301 Second Street
Woodland, CA 95695

District Attorney
YUBA COUNTY
215 Fifth Street, Suite. 152
Marysville, CA 95901

Mike Feuer
City Attorney
CITY OF LOS ANGELES
200 N. Main Street
Los Angeles, CA 90012

Jan Goldsmith
City Attorney
CITY OF SAN DIEGO
1200 Third Avenue, 3rd Floor
San Diego, CA 92101

Richard Doyle
City Attorney
CITY OF SAN JOSE
200 East Santa Clara Street
San Jose, CA 95113

Dennis J. Herrera
City Attorney
CITY OF SAN FRANCISCO
City Hall, Room 234
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102

CERTIFICATE OF MERIT

I, Daniel N. Greenbaum, hereby declare:

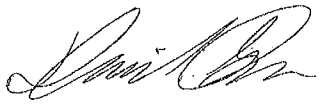
(1) This Certificate of Merit accompanies the attached sixty-day notice(s) in which it is alleged the parties identified in the notices have violated Health and Safety Code section 25249.6 by failing to provide clear and reasonable warnings.

(2) I am the attorney for the noticing party.

(3) I have consulted with one or more persons with relevant and appropriate experience or expertise who has reviewed facts, studies, or other data regarding the alleged exposure to the listed chemical that is the subject of the action.

(4) Based on the information obtained through those consultations, and on all other information in my possession, I believe there is a reasonable and meritorious case for the private action. I understand that "reasonable and meritorious case for the private action" means that the information provides a credible basis that all elements of the plaintiffs' case can be established and the information did not prove that the alleged violator will be able to establish any of the affirmative defenses set forth in the statute.

(5) The copy of this Certificate of Merit served on the Attorney General attaches to it factual information sufficient to establish the basis for this certificate, including the information identified in Health and Safety Code section 25249.7(h)(2), i.e., (1) the identity of the persons consulted with and relied on by the certifier, and (2) the facts, studies, or other data reviewed by those persons.

April 15, 2015	Daniel N. Greenbaum, Esq.	
Date	*Printed Name*	*Signature*

60-DAY NOTICE OF VIOLATION

SENT IN COMPLIANCE WITH CALIFORNIA HEALTH & SAFETY CODE §25249.7(d)

This 60-Day Notice of Violation Supplements the following 60-Day Notices of Violation:

1) **AG#: 2016-00468**
2) **AG#: 2015-00317**

DATE: June 10, 2016

To: The Estée Lauder Companies Inc.; Physicians Formula, Inc.; Markwins Beauty Products, Inc.; The Hain Celestial Group, Inc.; Beiersdorf, Inc.; Boots Retail USA, Inc.; Kiss My Face, LLC; Cosmetic Dermatology, Inc.; StriVectin Operating Co., Inc.; Niadyne, Inc.; Peter Thomas Roth LLC; First Aid Beauty, LLC; Galderma Laboratories LP; Origin Natural Resources, Inc.; Clinique Laboratories, Inc., and;

California Attorney General's Office; District Attorney's Office for 58 Counties; and City Attorney's Office for Los Angeles, San Diego, San Jose and San Francisco.

From: Shefa LMV, LLC

I. INTRODUCTION

We are citizens of the State of California acting in the interest of the general public. We seek to promote awareness of exposures to toxic chemicals in products sold in California and, if possible, to improve public health and safety by reducing the hazardous substances contained in such items. This Notice is provided to the parties listed above pursuant to California Health & Safety Code §25249.6, et seq. ("Proposition 65"). The violations alleged by this Notice consist of product exposures, routes of exposures, and types of harm that may potentially result from exposures to the toxic chemical ("listed chemical") identified below:

Product Exposure:	**See Section VII, Exhibit A**
Listed Chemical:	**Benzophenone;**
Routes of Exposure:	**Dermal absorption;**
	Ingestion; and Inhalation
Types of Harm:	**Carcinogen**

II. NATURE OF ALLEGED VIOLATION (PRODUCT EXPOSURE)

The specific type of product that is causing consumer and occupational exposures in violation of Proposition 65, and which is the subject of this Notice, is listed under "Product Category/Type" in Exhibit

A in Section VII below. All products within the type covered by this Notice shall be referred to hereinafter as the "products." The sales of these products in California dating at least as far back as **August 12, 2014** are subject to this Notice. As a result of the sales of these products, exposures to the listed chemical have been occurring without clear and responsible warnings as required by Proposition 65. Without proper warnings regarding the toxic effects of exposures to the listed chemical, resulting from contact with the products from dermal and ingestion exposure as well as inhalation, California citizenry lack the information necessary to make informed decisions on whether and how to eliminate (or reduce) the risk of exposure to the toxic chemical from the reasonably foreseeable use of the products.

Through the act of buying, acquiring and using the products, citizens of California are exposed to the listed chemical in homes, workplaces and elsewhere throughout California. Exposure to consumers includes, but is not limited to, application to their bodies, their pets or their children. Benzophenone exposure to consumers includes dermal exposure when consumers handle the product (including through cuts and breaks in the skin) and other migration pathways, including but not limited to incidental ingestion after one touches the chemical and then touches food or otherwise places his hands on or near his lips where his tongue can or will continue this pathway to ingestion exposure. Exposure may continue to occur for a significant period after the initial contact. People likely to be exposed are women, men, and children. These violations and threatened violations pertain to Proposition 65 chemicals that are listed by the state as known to cause cancer.

III. CONTACT INFORMATION

Please direct all questions concerning this notice to us through our counsel's offices at the following address:

Daniel N. Greenbaum, Esq.
Law Office of Daniel N. Greenbaum
7120 Hayvenhurst Avenue, Suite 320
Van Nuys, CA 91406
Main: (818) 809-2199
Fax: (424) 243-7689
Email: dgreenbaum@greenbaumlawfirm.com

IV. PROPOSITION 65 INFORMATION

For general information concerning the provisions of Proposition 65, please feel free to contact the Office of Environmental Health Hazard Assessment ("OEHHA") in the Proposition 65 Implementation Office at (916) 445-6900. For the alleged Violator(s), I have attached a copy of "Proposition 65 in Plain Language" which has been prepared by OEHHA.

V. RESOLUTION OF NOTICED CLAIMS

Based on the allegations set forth in this Notice, we intend to file a citizen enforcement lawsuit against the alleged Violator(s), unless such Violator enters into a binding written agreement to: (1) recall

products already sold or undertake best efforts to ensure that the requisite health hazard warnings are provided to those whom have received such products; (2) provide clear and reasonable warnings for products sold in the future, or reformulate such products to eliminate the Benzophenone exposures.

If the alleged Violator is interested in resolving this dispute without resorting to time-consuming and expensive litigation, please feel free to contact my counsel identified in Section III. It should be noted that neither my counsel nor I can: (1) finalize any settlement until after the 60-day Notice period elapses; nor (2) speak for the Attorney General or any District Attorney or City Attorney who received this Notice. Therefore, while reaching an agreement that will resolve my claims, such an agreement may not be approved by the Attorney General after referral to them, or by the court as the last voice on settlements.

VI. ADDITIONAL INFORMATION

Product	Retailer(s)	Manufacturer(s)/Distributor(s)
Octocrylene containing Sunscreen (products claiming a Sun Protection Factor)		The Estée Lauder Companies Inc.; Physicians Formula, Inc.; Markwins Beauty Products, Inc.; The Hain Celestial Group, Inc.; Beiersdorf, Inc.; Boots Retail USA, Inc.; Kiss My Face, LLC; Cosmetic Dermatology, Inc.; StriVectin Operating Co., Inc.; Niadyne, Inc.; Peter Thomas Roth LLC; First Aid Beauty, LLC; Galderma Laboratories LP; Origin Natural Resources, Inc.; Clinique Laboratories, Inc.,

VII. EXHIBIT A

Identified below are named products which contain the alleged chemicals at issue, and this reference is supportive of the material facts that are a part of my counsel's Certificate of Merit that is attached hereto as being available for purchase or use in California that is within the category or type of offending product covered by this Notice. Based on publicly available information, the retailers, distributors and/or manufacturers of the example within the category or type of product are also provided below. I believe and allege that the sale of the offending products also has occurred without the requisite Proposition 65 "clear and reasonable warnings" at one or more locations and/or via other means including, but not limited to, transactions made over-the-counter, business to business, through the internet, and/or via catalog by the alleged Violator(s) and other distributors and retailers of the product.

We are identifying a number of products herein for all recipients' benefit to assist in investigation of, among other things, the magnitude of potential exposure to the listed chemical from other items within the Product Category listed in Exhibit A. It is important to note that this

example list does not represent an exhaustive or comprehensive identification of any or all specific products. Further, it is our position that the alleged Violator(s) are obligated to continue to conduct in good faith an investigation into other specific products within the type or category described below that may have been manufactured, distributed, sold, shipped, stored (or otherwise within the alleged Violator(s)' custody or control) during the relevant period so as to ensure that the requisite toxic warnings are provided to California citizens prior to purchase.

Product Category	Specific Product	UPC	Manufacturer/Distributor
Octocrylene containing Sunscreen (products claiming a Sun Protection Factor)	Bobbi Brown SPF 50 Protective Face Base SPF 50 (E8XK)	716170106335	The Estée Lauder Companies Inc.
Octocrylene containing Sunscreen (products claiming a Sun Protection Factor)	Estee Lauder Daywear Advanced Multi-Protection Anti-Oxidant & UV Defense Broad Spectrum SPF 30 Lotion (YCL3)	027131990413	The Estée Lauder Companies Inc.
Octocrylene containing Sunscreen (products claiming a Sun Protection Factor)	La Mer The Reparative Body Sun Lotion Broad Spectrum SPF 30 Lotion (53ER)	747930042570	The Estée Lauder Companies Inc.
Octocrylene containing Sunscreen (products claiming a Sun Protection Factor)	Alba Botanica, Sea Moss Moisturizer, SPF 15	724742003128	The Hain Celestial Group, Inc.
Octocrylene containing Sunscreen (products claiming a Sun Protection Factor)	Alba Botanica Hawaiian Greentea SPF 45	724742008277	The Hain Celestial Group, Inc.
Octocrylene containing Sunscreen (products claiming a Sun Protection Factor)	Jason Sun Sport Sunscreen SPF 45	078522083207	The Hain Celestial Group, Inc.
Octocrylene containing Sunscreen (products claiming a Sun Protection Factor)	Physicians Formula Super CC All Over Blur Primer Stick	044386066649	Physicians Formula, Inc.
Octocrylene containing	Physicians Formula Wrinkle Corrector SPF 15	044386075276	Physicians Formula, Inc.

Sunscreen (products claiming a Sun Protection Factor)			
Octocrylene containing Sunscreen (products claiming a Sun Protection Factor)	Wet n Wild Juicy Lip Balm	077802528322	Markwins Beauty Products, Inc.
Octocrylene containing Sunscreen (products claiming a Sun Protection Factor)	Black Radiance BB Cream SPF 15	077802645340	Markwins Beauty Products, Inc.
Octocrylene containing Sunscreen (products claiming a Sun Protection Factor)	Kiss my Face Kids defense spray SPF 50	028367841975	Kiss My Face, LLC
Octocrylene containing Sunscreen (products claiming a Sun Protection Factor)	Nivea Men Original Protective Lotion SPF 15	072140016302	Beiersdorf, Inc.
Octocrylene containing Sunscreen (products claiming a Sun Protection Factor)	Aquaphor Broad Spectrum SPF 30	072140010119	Beiersdorf, Inc.
Octocrylene containing Sunscreen (products claiming a Sun Protection Factor)	Eucerin Daily Protection Body Lotion SPF 15	072140012083	Beiersdorf, Inc.
Octocrylene containing Sunscreen (products claiming a Sun Protection Factor)	Nivea Smoothness Hydrating Lip Care SPF 15	072140014216	Beiersdorf, Inc.
Octocrylene containing Sunscreen (products claiming a Sun Protection Factor)	Botanics Organic Hydrating Day Cream	5000167157727	Boots Retail USA, Inc.
Octocrylene containing Sunscreen	Dr. Brandt BB cream	663963008249	Cosmetic Dermatology, Inc.

(products claiming a Sun Protection Factor)			
Octocrylene containing Sunscreen (products claiming a Sun Protection Factor)	Strivectin CC plum SPF 20	817777007183	Strivectin Operating Co., Inc.
Octocrylene containing Sunscreen (products claiming a Sun Protection Factor)	NIA24 Niacin-Powered Skin Therapy	852103000773	Niadyne, Inc.
Octocrylene containing Sunscreen (products claiming a Sun Protection Factor)	Peter Thomas Roth Max Sheer All Day Moisture Defense	670367013243	Peter Thomas Roth LLC
Octocrylene containing Sunscreen (products claiming a Sun Protection Factor)	Cetaphil w/ SPF 15	302993928041	Galderma Laboratories L.P.
Octocrylene containing Sunscreen (products claiming a Sun Protection Factor)	5 in 1 Face Cream SPF 30	851939002081	First Aid Beauty LLC
Octocrylene containing Sunscreen (products claiming a Sun Protection Factor)	Origins VitaZing SPF 15	717334162488	Origins Natural Resources, Inc.
Octocrylene containing Sunscreen (products claiming a Sun Protection Factor)	Clinique even better SPF 20	020714395230	Clinique Laboratories, Inc.

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this case or action. My business address is: **7120 Hayvenhurst Ave., Suite 320, Van Nuys CA 91406.** A True and Correct copy of the documents entitled 60 DAY NOTICE OF VIOLATION; CERTIFICATE OF MERIT; THE SAFE DRINKING WATER AND TOXIC ENFORCEMENT ACT OF 1986 (PROPOSITION 65): A SUMMARY will be served or was served in the manner stated below:

I. Interested Parties (Served via Email): On June 10, 2016, I caused to be served the following persons and/or entities via the valid email address(es) below.

The Estee Lauder Companies, Inc. / Origins Natural Resource, Inc. / Clinique Laboratories, Inc.	Alejandro Bras	ABras@mofo.com
The Hain Celestial Group, Inc.	Trenton H. Norris	Trent.Norris@aporter.com
Physicians Formula, Inc.	Trenton H. Norris	Trent.Norris@aporter.com
Markwins Beauty Products, Inc.	Trenton H. Norris	Trent.Norris@aporter.com
Kiss My Face LLC	Peg Toledo	peg@toledolawcorp.com
Beiersdorf, Inc.	Greg Sperla	sperlag@gtlaw.com
Boots Retail USA, Inc.	Greg Sperla	sperlag@gtlaw.com
Cosmetic Dermatology, Inc.	Vilma Palma-Solana	VPalma@perkinscoie.com
StriVectin Operating Co., Inc.	Jeson Kerr	jasonkerr@ppktrial.com
Niadyne, Inc.	Jason Kerr	jasonkerr@ppktrial.com
First Aid Beauty LLC / Peter Thomas Roth	Brad Scheller	bmscheller@mintz.com
Galderma Laboratories LP	Sarah Choi	sarah.choi@dentons.com

II. California Attorney General (via website Portal): On June 10, 2016, I uploaded a true and correct copy thereof as a PDF file via the California Attorney General's website.

III. District and City Attorneys (via U.S. Mail): I caused to be served on June 10, 2016 the following persons and/or entities at the last known addresses by placing a true and correct copy thereof in a sealed envelope in the United States Mail, first class, postage prepaid, and addressed as follows: SEE BELOW

IV. District and City Attorneys (via email): On June 10, 2016, I served the following persons and/or entities at the last known electronic addresses via email. The transmission was reported as sent without error.

cfepd@yolocounty.org; sgrassini@contracosta.org; Prop65DA@co.monterey.ca.us; epu@da.sccgov.org; CEPD@countyofnapa.org; jbarnes@sonoma-county.org; Prop65@co.tulare.ca.us;

I declare under penalty of perjury under the laws of the State of California and the United States of America that the foregoing is true and correct.

June 10, 2016 Nathan Ford

Date *Name* *Signature*

District Attorney
ALAMEDA COUNTY
1225 Fallon Street, Room 900
Oakland, CA 94612

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ALPINE COUNTY
PO Box 248
Markleeville, CA 96120

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AMADOR COUNTY
708 Court Street, #202
Jackson, CA 95642

District Attorney
BUTTE COUNTY
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Oroville, CA 95965

District Attorney
CALAVERAS COUNTY
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San Andreas, CA 95249

District Attorney
COLUSA COUNTY
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Colusa, CA 95932

District Attorney
DEL NORTE COUNTY
450 H Street, Room 171
Crescent City, CA 95531

District Attorney
EL DORADO COUNTY
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Placerville, CA 95667

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Willows, CA 95988

District Attorney
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District Attorney
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Independence, CA 93526

District Attorney
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Bakersfield, CA 93301

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KINGS COUNTY
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Mammoth Lakes, CA 93546

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Nevada City, CA 95959

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District Attorney
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CITY OF SAN FRANCISCO
City Hall, Room 234
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102

CERTIFICATE OF MERIT

I, Daniel N. Greenbaum, hereby declare:

(1) This Certificate of Merit accompanies the attached sixty-day notice(s) in which it is alleged the parties identified in the notices have violated Health and Safety Code section 25249.6 by failing to provide clear and reasonable warnings.

(2) I am the attorney for the noticing party.

(3) I have consulted with one or more persons with relevant and appropriate experience or expertise who has reviewed facts, studies, or other data regarding the alleged exposure to the listed chemical that is the subject of the action.

(4) Based on the information obtained through those consultations, and on all other information in my possession, I believe there is a reasonable and meritorious case for the private action. I understand that "reasonable and meritorious case for the private action" means that the information provides a credible basis that all elements of the plaintiffs' case can be established and the information did not prove that the alleged violator will be able to establish any of the affirmative defenses set forth in the statute.

(5) The copy of this Certificate of Merit served on the Attorney General attaches to it factual information sufficient to establish the basis for this certificate, including the information identified in Health and Safety Code section 25249.7(h)(2), i.e., (1) the identity of the persons consulted with and relied on by the certifier, and (2) the facts, studies, or other data reviewed by those persons.

June 10, 2016	Daniel N. Greenbaum	
Date	*Name*	*Signature*

LAW OFFICE OF DANIEL N. GREENBAUM
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Attorney for Plaintiff SHEFA LMV, LLC

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Attorneys for Defendant GALDERMA LABORATORIES LP

FILED
JUL 08 2016
JAMES M. KIM, Court Executive Officer
MARIN COUNTY SUPERIOR COURT
By: J. Berg, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF MARIN

UNLIMITED CIVIL JURISDICTION

SHEFA LMV, LLC.,

Plaintiff,

vs.

GALDERMA LABORATORIES LP; and DOES 1 through 50, inclusive,

Defendants.

Case No. CIV 1504055

STIPULATION TO LIFT STAY FOR PURPOSES OF SETTLEMENT

Judge: Hon. Paul Haakenson
Dept. EC
7/12/16

Action Filed: November 6, 2015

BY FAX

Plaintiff SHEFA LMV, LLC ("Plaintiff") and Defendant GALDERMA LABORATORIES, L.P. ("Defendant") hereby stipulate as follows:

WHEREAS, on or about February 17, 2016, the parties filed a Proposed Stipulation and Order to stay this action pending resolution of related cases *Shefa LMV, LLC v. Concept II Cosmetics, LLC*, Case No. 1503341 and *Held v. Levlad*, LLC, Marin County Superior Court Case No. 1402798, or until such time as either Plaintiff or Defendant moves, for good cause, to lift the stay;

WHEREAS, on March 2, 2016, Judge Geoffrey Howard stayed this action until September 1, 2016;

WHEREAS, the parties have been actively pursuing settlement and on May 23, 2016, executed a [Proposed] Consent Judgment resolving the issues in this action;

WHEREAS, Plaintiff intends to file a Motion to Approve the parties' [Proposed] Consent Judgment;

WHEREAS, the parties agree the stay should be lifted for the purpose of permitting Plaintiff to file its Motion to Approve;

WHEREAS, the parties hereby STIPULATE and respectfully request the Court approve and give effect to their stipulation as follows:

1. The Court lifts the current stay for purposes of permitting Plaintiff to file a Motion to Approve Entry of Consent Judgment;

2. In the event Plaintiff's Motion to Approve is not approved by the Court, the current stay shall remain in place until September 1, 2016 as set forth in the March 2, 2016 Order.

IT IS SO STIPULATED

Dated: May 24, 2016

DENTON US LLP

By: _____
Sarah Choi, Esq.
Attorneys for Defendant
GALDERMA LABORATORIES LP

Dated: May 24, 2016

LAW OFFICE OF DANIEL N. GREENBAUM

By: _____

Daniel N. Greenbaum
Attorney for Plaintiff
SHEFA LMV, LLC

[PROPOSED] ORDER

Based on the stipulation of the parties and good cause appearing therefor, it is hereby ORDERED that:

1. The stay is lifted for purposes of permitting Plaintiff to file a Motion to Approve Entry of Consent Judgment;

2. In the event Plaintiff's Motion to Approve Entry of Consent Judgment is not granted, the current stay shall remain in place until September 1, 2016 as set forth in the March 2, 2016 Order.

IT IS SO ORDERED:

Dated: JUL 0 8 2016

PAUL M. HAAKENSON
Judge of Superior Court

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