

**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 Pleasure Chest Ltd.</b> <b>Sportsheets International, Inc.</b> <b>Romantix, Inc. dba Romantix.com</b> <b>Castle Megastore</b> <b>California Exotic Novelties LLC</b> <b>Doc Johnson Enterprises</b> <b>Novelties by Nasswalk</b> <b>Pipedream Products, Inc.</b> <b>WSM Investment dba Topco Sales</b> <b>XR LLC</b> <b>NS Novelties</b> <b>PHE Inc. dba Adam &amp; Eve</b>				
<b>CASE INFO</b>	COURT DOCKET NUMBER <b>BC679143</b>		COURT NAME <b>SUPERIOR COURT OF CA, Los Angeles Co</b>		
	SHORT CASE NAME <b>Shefa LMV, Inc. v. California Exotic Novelties, LLC, et al.</b>				
<b>REPORT INFO</b>	INJUNCTIVE RELIEF <b>COMPLIANT PRODUCTS AND WARNINGS</b>				
	PAYMENT: CIVIL PENALTY <b>\$15,750</b>		PAYMENT: ATTORNEYS FEES <b>\$118,000</b>		For Internal Use Only
	PAYMENT: OTHER <b>0</b>				
	DATE SUBMITTED TO COURT <b>12 / 5 / 2019</b>		IS JUDGMENT PURSUANT TO SETTLEMENT? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
	COPY OF JUDGMENT MUST BE ATTACHED				
<b>FILER INFO</b>	NAME OF CONTACT <b>Daniel N. Greenbaum, Esq.</b>				
	ORGANIZATION <b>Law Office of Daniel N. Greenbaum</b>			TELEPHONE NUMBER <b>(818 ) 809-2199</b>	
	ADDRESS <b>7120 Hayvenhurst Ave., Suite 320</b>			FAX NUMBER <b>(424 ) 243-7698</b>	
	CITY <b>Van Nuys</b>	STATE <b>CA</b>	ZIP <b>91406-0000</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.

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

**FILED**  
Superior Court of California  
County of Los Angeles  
**02/27/2020**  
Sherri R. Carter, Executive Officer / Clerk of Court  
By: J. Clavero Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

SHEFA LMV, INC.,  
  
Plaintiff,  
  
v.  
  
CALIFORNIA EXOTIC NOVELTIES, LLC,  
et al.,  
  
Defendants.

Case No: BC679143  
  
*Hon. Dennis J. Landin*  
Dept. 51  
  
~~PROPOSED~~ CONSENT JUDGMENT  
  
Action Filed: October 12, 2017  
Trial Date: None Set

1 **1. INTRODUCTION**

2 **1.1 The Parties**

3 The parties to this [Proposed] Consent Judgment ("Consent Judgment") are plaintiff Shefa  
4 LMV, Inc. ("Shefa" or "Plaintiff"), and the defendant retailers of adult novelties who execute this  
5 Consent Judgment. All defendants executing this consent judgment shall be referred to herein as a  
6 "Settling Retailer Defendant" and collectively as "Settling Retailer Defendants." Settling Retailer  
7 Defendants and Plaintiff are the "Parties" to this Consent Judgment. Each Settling Retailer  
8 Defendant is identified in an Exhibit A to this Consent Judgment.

9 **1.2 Plaintiff**

10 Plaintiff seeks to promote awareness of exposure to toxic chemicals and improve human  
11 health by reducing or eliminating hazardous substances contained in consumer products.

12 **1.3 Settling Retailer Defendants**

13 Each Settling Retailer Defendant employs ten or more persons, is a person in the course of  
14 doing business for purposes of Proposition 65, and has received a 60-Day Notice of Violation  
15 alleging that it manufactures, distributes, or offers Covered Products (as further defined in Section  
16 2.2 below) for sale in the State of California containing one or more of the Listed Chemicals (as  
17 defined in Section 2.1 below), without the requisite health hazard warning, or has done so in the  
18 past.

19 **1.4 General Allegations**

20 Plaintiff alleges that each Settling Retailer Defendants violated the Safe Drinking Water  
21 and Toxic Enforcement Act of 1986, California Health and Safety Code section 25249.5 *et seq.*  
22 ("Proposition 65") by exposing persons to one or more Listed Chemicals contained in certain adult  
23 novelties without first providing a clear and reasonable warning regarding the risk of cancer and/or  
24 reproductive harm from the Listed Chemicals.

25 **1.5 Sixty-Day Notices of Violation**

26 Commencing in late 2016 and 2017, 60-Day Notices of Violation were served on each  
27 Settling Retailer Defendant alleging that the entities named in those notices violated Proposition  
28 65 by exposing persons to one of more Listed Chemicals contained in certain adult novelties,



1 without first providing a clear and reasonable warning regarding the risk of cancer and/or  
2 reproductive harm from the Listed Chemicals.

### 3 **1.6 Complaint**

4 On October 12, 2017, Plaintiff filed a complaint in the Superior Court of California for the  
5 County of Los Angeles and Amendments to the Complaint on March 16, 2018, naming each  
6 Settling Retailer Defendant and alleging Proposition 65 violations as to the Listed Chemicals  
7 contained in the Covered Products applicable to each Settling Retailer Defendant (hereinafter  
8 "Action" or "Complaint").

### 9 **1.7 Product Description**

10 The products covered by this Consent Judgment are "Covered Products" as defined in  
11 Sections 2.2 and 2.7 below.

### 12 **1.8 No Admission**

13 Nothing in this Consent Judgment is or shall be construed as an admission by Settling  
14 Retailer Defendants of any fact, conclusion of law, issue of law or violation of law, nor shall  
15 compliance with the Consent Judgment constitute or be construed as an admission by Settling  
16 Retailer Defendants of any fact, conclusion of law, issue of law, or violation of law. Nothing in  
17 this Consent Judgment shall prejudice, waive or impair any right, remedy, argument or defense of  
18 Settling Retailer Defendants may have in any other legal proceeding. This Consent Judgment is  
19 the product of negotiation and compromise and is accepted by the Parties for purposes of settling,  
20 compromising and resolving claims that are disputed in this Action.

### 21 **1.9 Consent to Jurisdiction**

22 For purposes of this Consent Judgment only, Settling Retailer Defendants stipulate that this  
23 Court has jurisdiction over them as to the allegations contained in the Complaint, that venue is  
24 proper in the County of Los Angeles, and that the Court has jurisdiction to enter and enforce the  
25 provisions of this Consent Judgment.

### 26 **1.10 Effective Date**

27 For purposes of this Consent Judgment, the term "Effective Date" shall mean the date on  
28 which this Consent Judgment is entered by the Court as to each Settling Retailer Defendant.

1   **2.    DEFINITIONS**

2           **2.1**    “Accessible Component” means any accessible part of the Covered Product that  
3   can be mouthed, handled, or touches the body (“Accessible Component”) during the ordinary and  
4   customary conditions of purchase or use of the Covered Product.

5           **2.2**    “Covered Products” means any Adult Novelty Product (as defined in Section 2.7  
6   below) that contains one or more of the Listed Chemicals and is manufactured, distributed or sold  
7   by a Settling Retailer Defendant (as defined in Section 2.5 below).

8           **2.3**    “Listed Chemicals” means the following listed chemicals: Di[2-Ethylhexyl]  
9   Phthalate (DEHP), Diisononyl Phthalate (DINP), Di-n-butyl Phthalate (DBP), Di-isodecyl  
10   Phthalate (DIDP), Benzyl Butyl Phthalate (BBP), and Di-n-hexyl Phthalate (DnHP) each of which  
11   is listed pursuant to Proposition 65 as a chemical known to the State of California to cause cancer,  
12   birth defects, and/or other reproductive harm.

13          **2.4**    “Phthalate Free” shall mean that each Accessible Component of each Covered  
14   Product contains less than or equal to 1,000 parts per million (ppm) of DEHP, DINP, DBP, DIDP,  
15   BBP, and DnHP when analyzed pursuant to U.S. EPA testing methodology 3580A and 8270C or  
16   similar methodologies utilized by federal or state agencies for the purpose of determining  
17   phthalate content in a solid substance.

18          **2.5**    “Settling Retailer Defendant” means a defendant that executes this Consent  
19   Judgment and is listed in Exhibit A to this Consent Judgment.

20          **2.6**    “Knowingly” in reference to the sale of, or offering for sale of a Covered Product  
21   shall mean when the Settling Retailer Defendant:

22                   A. Sells or offers for sale the Covered Product under a brand or trademark that is  
23                   owned or licensed by the Settling Retailer Defendant, or;

24                   B. Introduces a Listed Chemical into the Covered Product or causes a Listed  
25                   Chemical to be created in the Covered Product, or;

26                   C. Obscures or alters warnings on the packaging of the Covered Product, or;

27                   D. Has specific knowledge from a reliable source, including from a notice of  
28                   violation of Proposition 65, that an exposure to a Listed Chemical results from the



1 use or handling of a Covered Product, and sells that Covered Product more than 5  
2 business days after acquiring the specific knowledge of the exposure.

3 2.7 "Adult Novelty Product" shall mean any article, including apparel or other items  
4 that may be worn on or attached to the body, produced or marketed primarily for romantic, sexual  
5 or erotic gratification, enhancement, stimulation, play, role playing, or related activities.

6 **3. INJUNCTIVE RELIEF**

7 **3.1 Reformulation Commitment**

8 After the Effective Date, Settling Retailer Defendants shall not Knowingly offer Covered  
9 Products for sale in California unless such Covered Products are Phthalate Free, or comply with  
10 the warning provisions set forth in Section 3.3 below. Settling Defendants may rely on their  
11 suppliers' test results in order to determine whether Covered Products are Phthalate Free.

12 **3.2 Vendor Notification**

13 No more than thirty (30) days after a Settling Retailer Defendant executes this Consent  
14 Judgment, that Settling Retailer Defendant shall provide the Phthalate Free concentration  
15 standards of Section 2.4 to its then-current vendors of Covered Products that will be sold or  
16 offered for sale to California consumers and shall instruct each vendor to use reasonable efforts to  
17 provide Covered Products that are Phthalate Free. In addressing the obligation set forth in the  
18 preceding sentence, Settling Retailer Defendants shall not employ statements that will encourage a  
19 vendor to delay compliance with the Phthalate Free standard. Upon request, each Settling Retailer  
20 Defendant shall provide Plaintiff with copies of such vendor notification and Plaintiff shall regard  
21 such copies as confidential business information.

22 **3.3 Warnings**

23 Covered Products manufactured after the Effective Date that are not Phthalate Free shall  
24 only Knowingly be sold by Retailer Defendants with either the following warning on the label, or  
25 after the following warning has been provided to internet purchasers who designate a shipping  
26 address in California:

27 **⚠ WARNING:** Cancer and Reproductive Harm-[www.P65warnings.ca.gov](http://www.P65warnings.ca.gov)

28 In lieu of the preceding warning, Settling Retailer Defendants may use any warning language and

method that complies with Title 27, California Code of Regulations, section 25600 *et seq.*, as amended August 30, 2016 and subsequently thereafter.

### **3.4 Covered Products in the Stream of Commerce**

The reformulation and warning requirements of Sections 3.1 and 3.3 do not apply to any Covered Products in the stream of commerce as of the Effective Date.

## **4. SETTLING RETAILER DEFENDANTS' MONETARY PAYMENTS**

### **4.1 Payments by Settling Retailer Defendants**

Settling Retailer Defendants shall collectively pay \$32,541.00, which shall be divided as follows: (i) \$5,250.00 as a civil penalty; and (ii) \$27,291.00 as reimbursement of Plaintiff's attorney's fees and costs.

### **4.2 Payment Procedures**

The settlement funds shall be made payable by checks, as follows: (a) "OEHHA" in an amount equal to 75% of the civil penalty; (b) "Shefa LMV" in an amount equal to 25% of the civil penalty; and (c) "Law Office of Daniel Greenbaum" in the amount set forth in section 4.1 for reimbursement of Plaintiff's attorneys' fees and costs. The settlement checks shall be delivered to Plaintiff's counsel at the address set forth in Section 10 within ten (10) business days after receipt of Notice of Entry of the Consent Judgment.

## **5. RELEASE OF ALL CLAIMS**

### **5.1 Shefa's Release of Settling Retailer Defendants**

**5.1.1** This Consent Judgment is a full, final, and binding resolution between Plaintiff, on behalf of itself and in the public interest, and Settling Retailer Defendants, their parents, subsidiaries, and affiliated entities that are under common ownership, directors, officers, shareholders, members, employees, and attorneys ("Defendant Releasees"), and each entity to whom they directly or indirectly distribute or sell or in the past have distributed or sold Covered Products, including but not limited to distributors, wholesalers, customers, retailers, franchisees, cooperative members, licensors, and licensees ("Downstream Defendant Releasees") of any violation of Proposition 65 that was or could have been asserted in the Complaint against Settling Retailer Defendants, their Defendant Releasees, and Downstream Defendant Releasees, based on



1 the failure to warn about alleged exposure to Listed Chemicals contained in the Covered Products  
2 that were sold by each Settling Retailer Defendant prior to the Effective Date.

3           **5.1.2** In further consideration of the promises and agreements herein contained,  
4 the injunctive relief commitments set forth in Section 3, and for the payments to be made pursuant  
5 to Section 4, Plaintiff on behalf of itself, its past and current agents, representatives, attorneys,  
6 successors, and/or assignees, and in the public interest, hereby waives all rights to institute or  
7 participate in, directly or indirectly, any form of legal action, and releases all claims, including,  
8 without limitation, all actions, and causes of action, in law or in equity, suits, liabilities, demands,  
9 obligations, damages, costs, fines, penalties, losses, or expenses (including, but not limited to,  
10 investigation fees, expert fees, and attorneys' fees) of any nature whatsoever (collectively  
11 "claims"), against Settling Retailer Defendants, each of their Defendant Releasees, and each of  
12 their Downstream Defendant Releasees. This release is limited to those claims that arise under  
13 Proposition 65 with respect to Listed Chemicals in the Covered Products manufactured,  
14 distributed or sold by each Settling Defendant, as such claims relate to the alleged failure to warn  
15 under California Health & Safety Code section 25249.6 as to the Listed Chemicals in each Settling  
16 Defendant's Covered Products.

17           **5.1.3** Plaintiff also, in its individual capacity only and *not* in its representative  
18 capacity, provides a release herein on behalf of itself, its past and current agents, representatives,  
19 attorneys, successors, and/or assignees, which shall be effective as a full and final accord and  
20 satisfaction, and as a bar to all actions, causes of action, obligations, costs, expenses, attorneys'  
21 fees, damages, losses, claims, liabilities and demands of any nature, character or kind, known or  
22 unknown, suspected or unsuspected, arising out of alleged or actual exposure to the Listed  
23 Chemicals in the Covered Products manufactured, distributed or sold by each Settling Defendant,  
24 each of its Defendant Releasees, and, to the extent sold by any of them, each of its Downstream  
25 Defendant Releasees.

26           **5.1.4** Compliance with the terms of this Consent Judgment by each Settling  
27 Retailer Defendant constitutes compliance with Proposition 65 with respect to Listed Chemicals in  
28 each Settling Retailer Defendant's Covered Products. Only Parties to this Consent Judgment may



1 enforce its terms. Any Defendant Releasee or Downstream Defendant Releasee may enforce and  
2 assert as a defense any waiver, release, or agreement to dismiss provided by and upon entry of this  
3 Consent Judgment.

#### 4 **5.2 Settling Retailer Defendants' Release of Shefa**

5 Settling Retailer Defendants waive any and all claims against Shefa, its attorneys and other  
6 representatives, for any and all actions taken, or statements made (or those that could have been  
7 taken or made), by Shefa and its attorneys and other representatives, whether in the course of  
8 investigating claims or otherwise seeking enforcement of Proposition 65 against Settling Retailer  
9 Defendants in this matter, and/or with respect to the Covered Products.

### 10 **6. POST SETTLEMENT ACTIVITIES AND COURT APPROVAL**

11 **6.1** The Parties acknowledge that, pursuant to California Health & Safety Code  
12 section 25249.7, a noticed motion is required to obtain judicial approval of this Consent Judgment.  
13 As part of the noticed motion, Plaintiff will seek approval of those fees and costs to be paid  
14 pursuant to this Consent Judgment, representing a portion of the total fees and costs incurred by  
15 Shefa's counsel with respect to the investigation, litigation, and enforcement of the coordinated  
16 matters, including the fees and costs previously incurred in this action that have not otherwise been  
17 recovered. In furtherance of obtaining such approval, the Parties and their respective counsel  
18 agree to mutually employ their best efforts to support the entry of this Consent Judgment and  
19 obtain approval of the Consent Judgment by the Court in a timely manner.

20 **6.2** If this Consent Judgment is not approved by the Court in its entirety, the Parties  
21 shall meet and confer to determine whether to modify the terms of the Consent Judgment and to  
22 resubmit it for approval. In meeting and conferring, the Parties agree to undertake any actions  
23 reasonably necessary to amend and/or modify this Consent Judgment in order to further the  
24 mutual intention of the Parties in entering into this Consent Judgment.

25 **6.3** If this Consent Judgment is not entered by the Court within one year of the date it  
26 has been signed by the Parties, it shall be of no force or effect and shall never be introduced into  
27 evidence or otherwise used in any proceeding for any purpose other than to determine the rights or  
28 obligations of a Party as a result of the fact that the Consent Judgment was not approved.

1     **7. GOVERNING LAW**

2           The terms of this Consent Judgment shall be governed by the laws of the State of  
3     California and apply within the State of California. In the event that Proposition 65 is repealed,  
4     preempted or is otherwise rendered inapplicable by reason of law generally, or as to the Covered  
5     Products, any Settling Retailer Defendant may provide written notice to Shefa of any asserted  
6     change in the law, and shall have no further obligations pursuant to this Consent Judgment with  
7     respect to, and to the extent that, the Covered Products are so affected. Nothing in this Consent  
8     Judgment shall be interpreted to relieve Settling Retailer Defendants from any obligation to  
9     comply with any pertinent state or federal toxics control laws.

10    **8. COUNTERPARTS; FACSIMILE SIGNATURES**

11           This Consent Judgment may be executed in counterparts and by facsimile or portable  
12    document format (.pdf), each of which shall be deemed an original, and all of which, when taken  
13    together, shall constitute one and the same document.

14    **9. COMPLIANCE WITH CALIFORNIA HEALTH & SAFETY CODE § 25249.7(f)**

15           Shefa agrees to comply with reporting form requirements referenced in California Health  
16    & Safety Code section 25249.7(f) to the extent that they apply to this Consent Judgment.

17    **10. NOTICES**

18           When any Party is entitled to receive any notice under this Consent Judgment, the notice  
19    shall be sent by certified mail or electronic mail to the following:

20           **For Settling Retailer Defendants:**

21           See Exhibit A.

22           **For Shefa:**

23           Daniel N. Greenbaum  
24           Law Office of Daniel N. Greenbaum  
25           7120 Hayvenhurst Ave., Suite 320  
26           Van Nuys, CA 91406  
27           dgreenbaum@greenbaumlawfirm.com

28           The Parties may modify the person and address to whom the notice is to be sent by sending  
the other Party notice by certified mail and/or other verifiable form of written communication.



1 **11. MODIFICATION**

2 This Consent Judgment may be modified or amended only: (1) by written agreement of  
3 the Parties and upon entry of a Stipulation and Order by the Court thereon; or (2) upon a  
4 successful motion or application of any party which motion or application shall not be  
5 unreasonably opposed unless a material term affecting the opposing party is at issue.

6 **12. ATTORNEYS' FEES**

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

9 **13. OTHER TERMS**

10 **13.1** This Consent Judgment shall apply to and be binding upon Plaintiff and Settling  
11 Retailer Defendants, and their respective divisions, subdivisions, and subsidiaries, and the  
12 successors or assigns of any of them.

13 **13.2** This Consent Judgment contains the sole and entire agreement and understanding  
14 of the Parties with respect to the entire subject matter set forth in this Consent Judgment, and any  
15 and all prior discussions, negotiations, commitments, or understandings related thereto, if any, are  
16 deemed merged. No representations, oral or otherwise, express or implied, other than those  
17 specifically referred to in this Consent Judgment have been made by any Party with respect to the  
18 subject matter of this Consent Judgment. No other agreements not specifically contained or  
19 referenced in this Consent Judgment, oral or otherwise, shall be deemed to exist or to bind any of  
20 the Parties with respect to the subject matter of this Consent Judgment. No supplementation,  
21 modification, waiver, or termination of this Consent Judgment shall be binding unless executed in  
22 writing by the Party to be bound. No waiver of any of the provisions of this Consent Judgment  
23 shall be deemed or shall constitute a waiver of any of the other provisions whether or not similar,  
24 nor shall such waiver constitute a continuing waiver.

25 **13.3** Nothing in this Consent Judgment shall release, or in any way affect any rights that  
26 Settling Retailer Defendants might have against any other party.

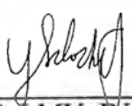
27 **13.4** The Parties, including their counsel, have participated in the preparation of this  
28 Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties. This




1 Consent Judgment was subject to revision and modification by the Parties and has been accepted  
2 and approved as to its final form by all Parties and their counsel. Accordingly, any uncertainty or  
3 ambiguity existing in this Consent Judgment shall not be interpreted against any Party as a result  
4 of the manner of the preparation of this Consent Judgment. Each Party to this Consent Judgment  
5 agrees that any statute or rule of construction providing that ambiguities are to be resolved against  
6 the drafting Party should not be employed in the interpretation of this Consent Judgment and, in  
7 this regard, the Parties hereby waive California Civil Code section 1654.

8 **14. AUTHORITY TO EXECUTE**

9 Each signatory to this Consent Judgment certifies that he or she is fully authorized by the  
10 Party he or she represents to stipulate to this Consent Judgment, to enter into and execute the  
11 Consent Judgment on behalf of the Party represented, and to legally bind that Party.

12  
13 **AGREED TO:**  
14 Date: 11/14/2019  
15 By:   
16 SHEFA LMV, INC.

**AGREED TO:**  
Date: 10/23/19  
By: 

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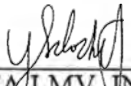
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11 Consent Judgment on behalf of the Party represented, and to legally bind that Party.

12 **AGREED TO:**

13 Date: 11/14/2019


14  
15 By:   
16 SHEFALMV, INC.

**AGREED TO:**

Date:

9/20/19

By:



The Pleasure Chest, Ltd.

Consent Judgment was subject to revision and modification by the Parties and has been accepted and approved as to its final form by all Parties and their counsel. Accordingly, any uncertainty or ambiguity existing in this Consent Judgment shall not be interpreted against any Party as a result of the manner of the preparation of this Consent Judgment. Each Party to this Consent Judgment agrees that any statute or rule of construction providing that ambiguities are to be resolved against the drafting Party should not be employed in the interpretation of this Consent Judgment and, in this regard, the Parties hereby waive California Civil Code section 1654.

**14. AUTHORITY TO EXECUTE**

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

**AGREED TO:**

Date: 11/14/2019

By:   
SHEFA LMV, INC.

**AGREED TO:**

Date: 9/20/19

Romantix, Inc. dba Romantix.com

By: 

Name: MARK LABADIE  
Title: CFO

**IT IS SO ORDERED.**

Date: 02/27/2020





JUDGE OF THE SUPERIOR COURT  
Dennis J. Landin / Judge



## **EXHIBIT A**

EXHIBIT A

**I. Name of Settling Defendant**

PHE, Inc.

**II. Person(s) to receive notices pursuant to the Consent Judgment**

Chad Davis

Name

Marketing Director

Title

PHE, Inc.

Company

302 Meadowlands Drive

Address, Line 1

Hillsborough, NC 27278

Address, Line 2

cdavis@pheinc.com

Email

Jade Jurdi

Name

Attorney

Title

Scali Rasmuseen P.C.

Company

800 Wilshire Blvd., Suite 400

Address, Line 1

Los Angeles, CA 90036

Address, Line 2

jjurdi@scalilaw.com

Email

**EXHIBIT A**

**I. Name of Settling Defendant**

The Pleasure Chest, Ltd.

**II. Person(s) to receive notices pursuant to the Consent Judgment**

Brian Robinson

Name

Owner

Title

The Pleasure Chest, Ltd.

Company

7733 Santa Monica Blvd.

Address, Line 1

West Hollywood, CA, 90046

Address, Line 2

brian@pleasurechest.com

Email

**With a Copy to:**

Ann Grimaldi and Jennifer K. Singh

Name

Title

Grimaldi Law Offices

Company

535 Mission Street, 14th Floor

Address, Line 1

San Francisco, CA 94105

Address, Line 2

jennifer@grimaldilawoffices.com

ann.grimaldi@grimaldilawoffices.com

Email



**EXHIBIT A**

**I. Name of Settling Defendant**

Romantix, Inc. dba Romantix.com

**II. Person(s) to receive notices pursuant to the Consent Judgment**

Mark Labertew

Name

CFO

Title

Progressive Retail Management, Inc.  
Company

4655 N. Colorado Blvd.  
Address, Line 1

Denver, CO 80216  
Address, Line 2

mlabertew@romantixexchange.com  
Email

Robert S. Goldstein

Name

Title

Faegre Baker Daniels LLP  
Company

1144 15th Street, Suite 3400  
Address, Line 1

Denver, CO 80202  
Address, Line 2

rob.goldstein@faegrebd.com  
Email

Sherri R. Carter, Executive Officer / Clerk of Court  
By: J. Clavero Deputy

1 Daniel N. Greenbaum, Esq. (SBN 268104)  
2 LAW OFFICE OF DANIEL N. GREENBAUM  
3 The Hathaway Building  
4 7120 Hayvenhurst Ave., Suite 320  
5 Van Nuys, CA 91406  
6 Telephone: (818) 809-2199  
7 Facsimile: (424) 243-7689  
8 Email: dgreenbaum@greenbaumlawfirm.com  
9  
10 Attorney for Shefa LMV, Inc.

11  
12  
13 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
14 COUNTY OF LOS ANGELES  
15

16 SHEFA LMV, INC.,  
17  
18 Plaintiff,  
19  
20 v.  
21  
22 CALIFORNIA EXOTIC NOVELTIES, LLC,  
23 et al.,  
24  
25 Defendants.  
26  
27  
28

Case No: BC679143  
*Hon. Dennis J. Landin*  
Dept. 51  
  
**~~PROPOSED~~ CONSENT JUDGMENT**  
  
Action Filed: October 12, 2017  
Trial Date: None Set

1     **1. INTRODUCTION**

2             **1.1 The Parties**

3             The parties to this [Proposed] Consent Judgment (“Consent Judgment”) are plaintiff Shefa  
4     LMV, Inc. (“Shefa” or “Plaintiff”), and the defendants who execute this Consent Judgment. All  
5     settling defendants shall be referred to herein as a “Settling Defendant” and collectively as  
6     “Settling Defendants.” Settling Defendants and Plaintiff are the “Parties” to this Consent  
7     Judgment. Each Settling Defendant is identified in an Exhibit A to this Consent Judgment.

8             **1.2 Plaintiff**

9             Plaintiff seeks to promote awareness of exposure to toxic chemicals and improve human  
10    health by reducing or eliminating hazardous substances contained in consumer products.

11            **1.3 Settling Defendants**

12            Each Settling Defendant employs ten or more persons, is a person in the course of doing  
13    business for purposes of Proposition 65, and has received a 60-Day Notice of Violation alleging  
14    that it manufactures, distributes, or offers Covered Products (as further defined in Section 2.2  
15    below) for sale in the State of California containing one or more of the Listed Chemicals (as  
16    defined in Section 2.3 below), without the requisite health hazard warning, or has done so in the  
17    past.

18            **1.4 General Allegations**

19            Plaintiff alleges that each Settling Defendant violated the Safe Drinking Water and Toxic  
20    Enforcement Act of 1986, California Health and Safety Code section 25249.5 *et seq.*  
21    (“Proposition 65”) by exposing persons to one or more Listed Chemicals contained in certain adult  
22    novelties without first providing a clear and reasonable warning regarding the risk of cancer and/or  
23    reproductive harm from the Listed Chemicals. Settling Defendants deny these allegations and  
24    deny that they have violated any law, rule or regulation pertaining to their products.

25            **1.5 Sixty-Day Notices of Violation**

26            Commencing in late 2016 and 2017, 60-Day Notices of Violation were served on each  
27    Settling Defendant alleging that the entities named in those notices violated Proposition 65 by  
28    exposing persons to one of more Listed Chemicals contained in certain adult novelties, without



1 first providing a clear and reasonable warning regarding the risk of cancer and/or reproductive  
2 harm from the Listed Chemicals.

### 3 **1.6 Complaint**

4 On October 12, 2017, Plaintiff filed a complaint in the Superior Court of California for the  
5 County of Los Angeles and Amendments to the Complaint on March 16, 2018, naming each  
6 Settling Defendant and alleging Proposition 65 violations as to the Listed Chemicals contained in  
7 the Covered Products applicable to each Settling Defendant (hereinafter "Action" or  
8 "Complaint").

### 9 **1.7 Product Description**

10 The products covered by this Consent Judgment are "Covered Products" as defined in  
11 Sections 2.2 and 2.6 below.

### 12 **1.8 No Admission**

13 Nothing in this Consent Judgment is or shall be construed as an admission by Settling  
14 Defendants of any fact, conclusion of law, issue of law or violation of law, nor shall compliance  
15 with the Consent Judgment constitute or be construed as an admission by Settling Defendants of  
16 any fact, conclusion of law, issue of law, or violation of law. Nothing in this Consent Judgment  
17 shall prejudice, waive or impair any right, remedy, argument or defense Settling Defendants may  
18 have in any other legal proceeding. This Consent Judgment is the product of negotiation and  
19 compromise and is accepted by the Parties for purposes of settling, compromising and resolving  
20 claims that are disputed in this Action.

### 21 **1.9 Consent to Jurisdiction**

22 For purposes of this Consent Judgment only, Settling Defendants stipulate that this Court  
23 has jurisdiction over them as to the allegations contained in the Complaint, that venue is proper in  
24 the County of Los Angeles, and that the Court has jurisdiction to enter and enforce the provisions  
25 of this Consent Judgment.

### 26 **1.10 Effective Date**

27 For purposes of this Consent Judgment, the term "Effective Date" shall mean the date on  
28 which this Consent Judgment is entered by the Court as to each Settling Defendant.

1     **2.     DEFINITIONS**

2             **2.1**     “Accessible Component” means any accessible part of the Covered Product that  
3     can be mouthed, handled, or touches the body (“Accessible Component”) during the ordinary and  
4     customary conditions of purchase or use of the Covered Product.

5             **2.2**     “Covered Products” means any Adult Novelty Product (as defined in Section 2.6  
6     below) that contains one or more of the Listed Chemicals and is manufactured, imported,  
7     distributed or sold by a Settling Defendant.

8             **2.3**     “Listed Chemicals” means the following listed chemicals: Di[2-Ethylhexyl]  
9     Phthalate (DEHP), Diisononyl Phthalate (DINP), Di-n-butyl Phthalate (DBP), Di-isodecyl  
10    Phthalate (DIDP), Benzyl Butyl Phthalate (BBP), and Di-n-hexyl Phthalate (DnHP) each of which  
11    is listed pursuant to Proposition 65 as a chemical known to the State of California to cause cancer,  
12    birth defects, and/or other reproductive harm.

13            **2.4**     “Phthalate Free” shall mean that each Accessible Component of each Covered  
14    Product contains less than or equal to 1,000 parts per million (ppm) of DEHP, DINP, DBP, DIDP,  
15    BBP, and DnHP when analyzed pursuant to U.S. EPA testing methodology 3580A and 8270C or  
16    similar methodologies utilized by federal or state agencies for the purpose of determining  
17    phthalate content in a solid substance.

18            **2.5**     “Settling Defendant” means a defendant that executes this Consent Judgment and is  
19    listed in an Exhibit A to this Consent Judgment.

20            **2.6**     “Adult Novelty Product” shall mean any article, including apparel or other items  
21    that may be worn on or attached to the body, produced or marketed primarily for romantic, sexual  
22    or erotic gratification, enhancement, stimulation, play, role playing, or related activities.

23     **3.     INJUNCTIVE RELIEF**

24            **3.1     Reformulation Commitment**

25            After the Effective Date, Settling Defendants shall only manufacture, or accept from a  
26    manufacturer or other supplier Covered Products to be offered for sale in California that are  
27    Phthalate Free unless such Covered Products comply with the warning provisions set forth in

28    ///



1 Section 3.3 below. Settling Defendants may rely on their suppliers' test results in order to  
2 determine whether the Covered Products are Phthalate Free.

### 3 **3.2 Vendor Notification**

4 No more than thirty (30) days after a Settling Defendant executes this Consent Judgment,  
5 that Settling Defendant shall provide the Phthalate Free concentration standards of Section 2.4 to  
6 its then-current vendors of Covered Products that will be sold or offered for sale to California  
7 consumers and shall instruct each vendor to use reasonable efforts to provide Covered Products  
8 that are Phthalate Free. In addressing the obligation set forth in the preceding sentence, Settling  
9 Defendants shall not employ statements that will encourage a vendor to delay compliance with the  
10 Phthalate Free standard. Upon request, each Settling Defendant shall provide Plaintiff with copies  
11 of such vendor notification and Plaintiff shall regard such copies as confidential business  
12 information.

### 13 **3.3 Warnings**

14 Covered Products manufactured after the Effective Date that do not meet the Phthalate  
15 Free standard shall bear the following warning on the label or package:

16 **⚠ WARNING:** Cancer and Reproductive Harm-[www.P65warnings.ca.gov](http://www.P65warnings.ca.gov)

17 In lieu of the preceding warning, Settling Defendants may use any warning language and method  
18 that complies with Title 27, California Code of Regulations, section 25600 *et seq.*, as amended  
19 August 30, 2016 and subsequently thereafter.

### 20 **3.4 Covered Products in the Stream of Commerce**

21 The reformulation and warning requirements of Sections 3.1 and 3.3 do not apply to any  
22 Covered Products in the stream of commerce as of the Effective Date.

## 23 **4. SETTLEMENT PAYMENT**

### 24 **4.1 Payments by Settling Defendants**

25 Settling Defendants shall collectively pay, \$106,459.00, which shall be divided as follows:  
26 (i) \$15,750.00 as a civil penalty; and (ii) \$90,709.00 as reimbursement of Plaintiff's attorney's  
27 fees and costs.

28 ///



1           **4.2     Payment Procedures**

2           The settlement funds shall be made payable by checks, as follows: (a) "OEHHA" in an  
3 amount equal to 75% of the civil penalty; (b) "Shefa LMV" in an amount equal to 25% of the civil  
4 penalty; and (c) "Law Office of Daniel Greenbaum" in the amount set forth in Section 4.1 for  
5 reimbursement of Plaintiff's attorneys' fees and costs. The settlement checks shall be delivered to  
6 Plaintiff's counsel at the address set forth in Section 10 within ten (10) business days after receipt  
7 of Notice of Entry of the Consent Judgment.

8           **5.     RELEASE OF ALL CLAIMS**

9           **5.1     Shefa's Release of Settling Defendants**

10           **5.1.1** This Consent Judgment is a full, final, and binding resolution between  
11 Plaintiff, on behalf of itself and in the public interest, and Settling Defendants, their parents,  
12 subsidiaries, and affiliated entities that are under common ownership, directors, officers,  
13 shareholders, members, employees, and attorneys ("Defendant Releasees"), each entity to whom  
14 they directly or indirectly distribute or sell or in the past have distributed or sold Covered  
15 Products, including but not limited to distributors, wholesalers, customers, retailers, franchisees,  
16 cooperative members, licensors, and licensees, and Amazon.com, Inc., and each of those entities'  
17 parents, subsidiaries, and affiliated entities ("Downstream Defendant Releasees") of any violation  
18 of Proposition 65 that was or could have been asserted in the Complaint against Settling  
19 Defendants, their Defendant Releasees, and Downstream Defendant Releasees, based on the  
20 failure to warn about alleged exposure to Listed Chemicals contained in the Covered Products that  
21 were produced, imported, distributed or sold by each Settling Defendant prior to the Effective  
22 Date.

23           **5.1.2** In further consideration of the promises and agreements herein contained,  
24 the injunctive relief commitments set forth in Section 3, and for the payments to be made pursuant  
25 to Section 4, Plaintiff on behalf of itself, its past and current agents, representatives, attorneys,  
26 successors, and/or assignees, and in the public interest, hereby waives all rights to institute or  
27 participate in, directly or indirectly, any form of legal action, and releases all claims, including,  
28 without limitation, all actions, and causes of action, in law or in equity, suits, liabilities, demands,

1 obligations, damages, costs, fines, penalties, losses, or expenses (including, but not limited to,  
2 investigation fees, expert fees, and attorneys' fees) of any nature whatsoever (collectively  
3 "claims"), against Settling Defendants, each of their Defendant Releasees, and each of their  
4 Downstream Defendant Releasees, and agrees to dismiss any pending claim against any of the  
5 Settling Defendants, each of their Defendant Releasees, and each of their Downstream Defendant  
6 Releasees, that is not fully resolved as a result of and upon entry of this Consent Judgment. This  
7 waiver, release, and agreement to dismiss is limited to those claims that arise under Proposition 65  
8 with respect to Listed Chemicals in the Covered Products manufactured, distributed or sold by  
9 each Settling Defendant, as such claims relate to the alleged failure to warn under California  
10 Health & Safety Code section 25249.6 as to the Listed Chemicals in each Settling Defendant's  
11 Covered Products.

12           **5.1.3** Plaintiff also, in its individual capacity only and *not* in its representative  
13 capacity, provides a release herein on behalf of itself, its past and current agents, representatives,  
14 attorneys, successors, and/or assignees, which shall be effective as a full and final accord and  
15 satisfaction, and as a bar to all actions, causes of action, obligations, costs, expenses, attorneys'  
16 fees, damages, losses, claims, liabilities and demands of any nature, character or kind, known or  
17 unknown, suspected or unsuspected, arising out of alleged or actual exposure to the Listed  
18 Chemicals in the Covered Products manufactured, distributed or sold by each Settling Defendant,  
19 each of its Defendant Releasees, and each of its Downstream Defendant Releasees.

20           **5.1.4** Compliance with the terms of this Consent Judgment by each Settling  
21 Defendant constitutes compliance with Proposition 65 with respect to Listed Chemicals in each  
22 Settling Defendant's Covered Products. Only Parties to this Consent Judgment may enforce any  
23 of its terms. Any Defendant Releasee or Downstream Defendant Releasee may enforce and assert  
24 as a defense any waiver, release, or agreement to dismiss provided by and upon entry of this  
25 Consent Judgment.

## 26           **5.2 Settling Defendants' Release of Shefa**

27           Settling Defendants waive any and all claims against Shefa, its attorneys and other  
28 representatives, for any and all actions taken, or statements made (or those that could have been



1 taken or made), by Shefa and its attorneys and other representatives, whether in the course of  
2 investigating claims or otherwise seeking enforcement of Proposition 65 against Settling  
3 Defendants in this matter, and/or with respect to the Covered Products.

4 **6. POST SETTLEMENT ACTIVITIES AND COURT APPROVAL**

5 **6.1** The Parties acknowledge that, pursuant to California Health & Safety Code  
6 section 25249.7, a noticed motion is required to obtain judicial approval of this Consent Judgment.  
7 As part of the noticed motion, Plaintiff will seek approval of those fees and costs to be paid  
8 pursuant to this Consent Judgment, representing a portion of the total fees and costs incurred by  
9 Shefa's counsel with respect to the investigation, litigation, and enforcement of the coordinated  
10 matters, including the fees and costs previously incurred in this action that have not otherwise been  
11 recovered. In furtherance of obtaining such approval, the Parties and their respective counsel  
12 agree to mutually employ their reasonable best efforts to support the entry of this Consent  
13 Judgment and obtain approval of the Consent Judgment by the Court in a timely manner.

14 **6.2** If this Consent Judgment is not approved by the Court in its entirety, the Parties  
15 shall meet and confer to determine whether to modify the terms of the Consent Judgment and to  
16 resubmit it for approval. In meeting and conferring, the Parties agree to undertake any actions  
17 reasonably necessary to amend and/or modify this Consent Judgment in order to further the  
18 mutual intention of the Parties in entering into this Consent Judgment.

19 **6.3** If this Consent Judgment is not entered by the Court within one year of the date it  
20 has been signed by the Parties, it shall be of no force or effect and shall never be introduced into  
21 evidence or otherwise used in any proceeding for any purpose other than to determine the rights or  
22 obligations of a Party as a result of the fact that the Consent Judgment was not approved.

23 **7. GOVERNING LAW**

24 The terms of this Consent Judgment shall be governed by the laws of the State of  
25 California and apply within the State of California. In the event that Proposition 65 is repealed,  
26 preempted or is otherwise rendered inapplicable by reason of law generally, or as to the Covered  
27 Products, any Settling Defendant may provide written notice to Shefa of any asserted change in  
28 the law, and shall have no further obligations pursuant to this Consent Judgment with respect to,



1 and to the extent that, the Covered Products are so affected. Nothing in this Consent Judgment  
2 shall be interpreted to relieve Settling Defendants from any obligation to comply with any  
3 pertinent state or federal toxics control laws.

4 **8. COUNTERPARTS; FACSIMILE SIGNATURES**

5 This Consent Judgment may be executed in counterparts and by facsimile or portable  
6 document format (.pdf), each of which shall be deemed an original, and all of which, when taken  
7 together, shall constitute one and the same document.

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

9 Shefa agrees to comply with reporting form requirements referenced in California Health  
10 & Safety Code section 25249.7(f) to the extent that they apply to this Consent Judgment.

11 **10. NOTICES**

12 When any Party is entitled to receive any notice under this Consent Judgment, the notice  
13 shall be sent by certified mail or electronic mail to the following:

14 **For Settling Defendants:**

15 See Exhibit A.

16 **For Shefa:**

17 Daniel N. Greenbaum  
18 Law Office of Daniel N. Greenbaum  
19 7120 Hayvenhurst Ave., Suite 320  
20 Van Nuys, CA 91406  
21 dgreenbaum@greenbaumlawfirm.com

22 The Parties may modify the person and address to whom the notice is to be sent by sending  
23 the other Party notice by certified mail and/or other verifiable form of written communication.

24 **11. MODIFICATION**

25 This Consent Judgment may be modified or amended only: (1) by written agreement of  
26 the Parties and upon entry of a Stipulation and Order by the Court thereon; or (2) upon a  
27 successful motion or application of any party which motion or application shall not be  
28 unreasonably opposed unless a material term affecting the opposing party is at issue.

///

1 **12. ATTORNEYS' FEES**

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

4 **13. OTHER TERMS**

5 **13.1** This Consent Judgment shall apply to and be binding upon Plaintiff and Settling  
6 Defendants, and their respective divisions, subdivisions, and subsidiaries, and the successors or  
7 assigns of any of them.

8 **13.2** This Consent Judgment contains the sole and entire agreement and understanding  
9 of the Parties with respect to the entire subject matter set forth in this Consent Judgment, and any  
10 and all prior discussions, negotiations, commitments, or understandings related thereto, if any, are  
11 deemed merged. No representations, oral or otherwise, express or implied, other than those  
12 specifically referred to in this Consent Judgment have been made by any Party with respect to the  
13 subject matter of this Consent Judgment. No other agreements not specifically contained or  
14 referenced in this Consent Judgment, oral or otherwise, shall be deemed to exist or to bind any of  
15 the Parties with respect to the subject matter of this Consent Judgment. No supplementation,  
16 modification, waiver, or termination of this Consent Judgment shall be binding unless executed in  
17 writing by the Party to be bound. No waiver of any of the provisions of this Consent Judgment  
18 shall be deemed or shall constitute a waiver of any of the other provisions whether or not similar,  
19 nor shall such waiver constitute a continuing waiver.

20 **13.3** Nothing in this Consent Judgment shall release, or in any way affect any rights that  
21 Settling Defendants might have against any other party.

22 **13.4** The Parties, including their counsel, have participated in the preparation of this  
23 Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties. This  
24 Consent Judgment was subject to revision and modification by the Parties and has been accepted  
25 and approved as to its final form by all Parties and their counsel. Accordingly, any uncertainty or  
26 ambiguity existing in this Consent Judgment shall not be interpreted against any Party as a result  
27 of the manner of the preparation of this Consent Judgment. Each Party to this Consent Judgment  
28 agrees that any statute or rule of construction providing that ambiguities are to be resolved against

1 the drafting Party should not be employed in the interpretation of this Consent Judgment and, in  
2 this regard, the Parties hereby waive California Civil Code section 1654.

3 **14. AUTHORITY TO EXECUTE**

4 Each signatory to this Consent Judgment certifies that he or she is fully authorized by the  
5 Party he or she represents to stipulate to this Consent Judgment and to enter into and execute the  
6 Consent Judgment on behalf of the Party represented and to legally bind that Party.

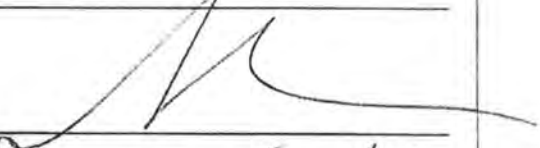
7  
8 **AGREED TO:**

9 Date: 11/14/2019

10  
11 By:   
12 SHEFA LMV, INC.

13 **AGREED TO:**

14 Date: 9/20/19

15 By:   
16 California Exotic  
17 Dancers, LLC



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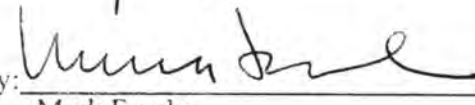
7  
8 **AGREED TO:**

9 Date: 11/14/2019

10  
11 By:   
12 SHERA LMV, INC.

8 **AGREED TO:**

9 Date: 8/14/19

10  
11 By:   
12 Mark Franks  
13 CEO  
14 Castle Megastore Group, Inc.

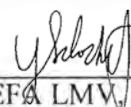
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7  
8 **AGREED TO:**

9 Date: 11/14/2019

10  
11 By:  SHEFA LMV, INC.  
12

13 **AGREED TO:**

14 Date: 9/25/19

15  
16 By:   
17 CHAD BRAVERMAN  
18  
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7  
8 **AGREED TO:**

9 Date: 11/14/2019

10  
11 By:   
12 SHEFA LMV, INC.

**AGREED TO:**

13 Date: 9/30/19

14 By: 

15 Scott Taylor, New Sensations Novelties, Inc.



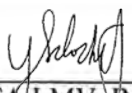
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7  
8 **AGREED TO:**

9 Date: 11/14/2019

10  
11 By:   
12 SHEFA LMV, INC.

8 **AGREED TO:**

9 Date: 9/23/19

10  
11 By:   
12 TED ROTHSTEIN

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2 this regard, the Parties hereby waive California Civil Code section 1654.

3 **14. AUTHORITY TO EXECUTE**

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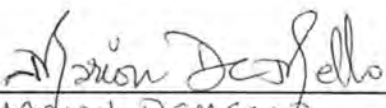
7  
8 **AGREED TO:**

9 Date: 11/14/2019

10  
11 By:   
12 SHEFA/LMV, INC.

8 **AGREED TO:**

9 Date: 10/21/2019

10  
11 By:   
12 MARION DEMELLO  
13 CFO, PIPEDREAM PRODUCTS  
14  
15  
16  
17  
18  
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21  
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23  
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7  
8 **AGREED TO:**

9 Date: 11/14/2019

10  
11 By:   
12 SHEFA LMV, INC.

**AGREED TO:**

Date: 9/19/19

13 By:   
14 TJ Creative, Inc., dba Sportsheets  
15 International, Inc.  
16 By Ed Hayes, COO  
17  
18  
19  
20  
21  
22  
23  
24  
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26  
27  
28



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7  
8 **AGREED TO:**

9 Date: 11/14/2019

**AGREED TO:**

Date: 09/30/2019

10  
11 By: 

SHEFA/LMV, INC.

By: 


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3 **14. AUTHORITY TO EXECUTE**

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6 Consent Judgment on behalf of the Party represented and to legally bind that Party.

7  
8 **AGREED TO:**

9 Date: 11/14/2019

10  
11 By:   
12 SHEBA LMV, INC.

**AGREED TO:**


Date: 9/20/19

13  
14 By:   
15 K.R. LLC

16  
17  
18 **IT IS SO ORDERED.**

19  
20 Date: 02/27/2020



21   
22 JUDGE OF THE SUPERIOR COURT  
23 Dennis J. Landin / Judge  
24  
25  
26  
27  
28

## **EXHIBIT A**



**EXHIBIT A**

**I. Name of Settling Defendant**

California Exotic Novelties, LLC

**II. Person(s) to receive notices pursuant to the Consent Judgment**

Susan Colvin

Name

President

Title

California Exotic Novelties, LLC

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Peg Carew Toledo

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EXHIBIT A

I. Name of Settling Defendant

Castle Megastore Group, Inc.

II. Person(s) to receive notices pursuant to the Consent Judgment

Mark Franks  
Name

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Title

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John H. Weston, Esq.  
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**EXHIBIT A**

**I. Name of Settling Defendant**

Doc Johnson Enterprises

**II. Person(s) to receive notices pursuant to the Consent Judgment**

Chad Braverman

Name

Chief Operating Officer

Title

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**EXHIBIT A**

**I. Name of Settling Defendant**

New Sensations Novelties, Inc.

**II. Person(s) to receive notices pursuant to the Consent Judgment**

Scott Taylor

Name

Chief Executive Officer

Title

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**EXHIBIT A**

**I. Name of Settling Defendant**

Novelties by Nasswalk, Inc.

**II. Person(s) to receive notices pursuant to the Consent Judgment**

Ted Rothstein

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President

Title

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**EXHIBIT A**

**I. Name of Settling Defendant**

PD Products LLC dba Pipedream Products

**II. Person(s) to receive notices pursuant to the Consent Judgment**

Marion DeMello

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Chief Financial Officer

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**EXHIBIT A**

**I. Name of Settling Defendant**

TJ Creative, Inc., dba Sportsheets International, Inc.

**II. Person(s) to receive notices pursuant to the Consent Judgment**

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COO  
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**EXHIBIT A**

**I. Name of Settling Defendant**

WSM Investment LLC DBA Topco Sales

**II. Person(s) to receive notices pursuant to the Consent Judgment**

Gabriel Scally

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**EXHIBIT A**

**I. Name of Settling Defendant**

XR LLC

**II. Person(s) to receive notices pursuant to the Consent Judgment**

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