

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**

Original Filing     Supplemental Filing     Corrected Filing

Please print or type required information

<b>PARTIES TO THE ACTION</b>	PLAINTIFF(S)			
	DEFENDANT(S) INVOLVED IN JUDGMENT			
<b>CASE INFO</b>	COURT DOCKET NUMBER		COURT NAME	
	SHORT CASE NAME			
<b>REPORT INFO</b>	INJUNCTIVE RELIEF			
	PAYMENT: CIVIL PENALTY	PAYMENT: ATTORNEYS FEES		PAYMENT: OTHER
	DATE SUBMITTED TO COURT / /	IS JUDGMENT PURSUANT TO SETTLEMENT? <input type="checkbox"/> Yes <input type="checkbox"/> No		IF YES, DATE SETTLEMENT WAS REPORTED TO ATTORNEY GENERAL / /
	<b>COPY OF JUDGMENT MUST BE ATTACHED</b>			
<b>FILER INFO</b>	NAME OF CONTACT			
	ORGANIZATION			TELEPHONE NUMBER (    )
	ADDRESS			FAX NUMBER (    )
	CITY		STATE	ZIP

**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.



20189417

**FILED**  
ALAMEDA COUNTY

JUL 06 2018

CLERK OF THE SUPERIOR COURT  
By *C. W. S.* Deputy

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17 Attorneys for DEFENDANT ARLINGTON  
18 SPECIALTIES, INC.

19 SUPERIOR COURT OF THE STATE OF CALIFORNIA

20 COUNTY OF ALAMEDA

21 SHEFA LMV, INC., ) Case No.: RG18891148  
22 Plaintiff, ) Dept.: 21  
23 vs. ) Hon. ~~Winifred Smith~~ *BOB McLENNAN*  
24 ARLINGTON SPECIALTIES, INC.; and ) **[PROPOSED] CONSENT JUDGMENT**  
25 DOES 1 through 100, Inclusive, ) **AS TO ARLINGTON SPECIALTIES,**  
26 Defendants. ) **INC.**  
27 )  
28 ) Action Filed: January 30, 2018

[PROPOSED] CONSENT JUDGMENT AS TO ARLINGTON SPECIALTIES, INC.

1 chemical known to the state to cause cancer or reproductive toxicity.

2 **1.6 Notice of Violation**

3 On May 26, 2017, Shefa served Defendant and the requisite public enforcement agencies  
4 with a 60-Day Notice of Violation (the “Notice”) alleging that Defendant violated Proposition 65  
5 when it failed to warn its customers and consumers in California that the Covered Products expose  
6 users to DEHP. To the best of the Parties’ knowledge, no public enforcer has commenced and is  
7 diligently prosecuting the allegations set forth in the Notice.

8 **1.7 Complaint**

9 On January 30, 2018, Shefa filed a complaint in the Superior Court in and for the County of  
10 Alameda against Defendant and DOES 1-100, alleging violations of California Health & Safety  
11 Code § 25249.6, based on exposures to DEHP contained in the Covered Products sold in the State  
12 of California (the “Complaint”).

13 **1.8 No Admission**

14 Defendant denies the material, factual, and legal allegations contained in the Notice and  
15 Complaint and maintains that all the products it has manufactured, sold, or distributed for sale in  
16 California, including the Covered Products, have been, and are, in compliance with all laws.  
17 Nothing in this Consent Judgment shall be construed as an admission by Defendant of any fact,  
18 finding, conclusion of law, issue of law, or violation of law; nor shall compliance with this Consent  
19 Judgment constitute or be construed as an admission by Defendant of any fact, finding, conclusion  
20 of law, issue of law, or violation of law, the same being specifically denied by Defendant. This  
21 section shall not, however, diminish or otherwise affect Defendant’s obligations, responsibilities,  
22 and duties under this Consent Judgment.

23 **1.9 Consent to Jurisdiction**

24 For purposes of this Consent Judgment only, the Parties stipulate that this Court has  
25 jurisdiction over Defendant as to the allegations in the Complaint, that venue is proper in the  
26 County of Alameda, the Defendant agrees that it employs or has employed ten or more persons  
27 during time periods relevant to the Complaint and that this Court has jurisdiction over the Parties to  
28 enter and enforce the provisions of this Consent Judgment pursuant to Proposition 65.

1 **3. MONETARY SETTLEMENT TERMS**

2 **3.1 Payment from Defendant.** Within ten (10) business days of the Effective Date,  
3 Defendant shall make the Total Settlement Payment of **\$17,500.00**.

4 **3.2 Allocation of Payments.** The Total Settlement Payment shall be paid in three (3)  
5 separate checks made payable and allocated as follows:

6 **3.2.1 Civil Penalty.** Defendant shall pay \$2,000.00 as a civil penalty  
7 pursuant to Health & Safety Code § 25249.7(b). The civil penalty shall be apportioned in  
8 accordance with Health & Safety Code § 25249.12 (25% to Shefa and 75% to the State of  
9 California's Office of Environmental Health Hazard Assessment ("OEHHA")). Accordingly, the  
10 OEHHA portion of the civil penalty payment in the amount of \$1,500.00 shall be made payable to  
11 OEHHA and associated with taxpayer identification number 68-0284486. This payment shall be  
12 delivered as follows:

13 For United States Postal Service Delivery:

14 Attn: Mike Gyurics  
15 Fiscal Operations Branch Chief  
16 Office of Environmental Health Hazard Assessment  
17 P.O. Box 4010, MS #19B  
18 Sacramento, CA 95812-4010

19 For Non-United States Postal Service Delivery:

20 Attn: Mike Gyurics  
21 Fiscal Operations Branch Chief  
22 Office of Environmental Health Hazard Assessment  
23 1001 I Street, MS #19B  
24 Sacramento, CA 95814

25 The Shefa portion of the civil penalty payment in the amount of \$500.00 shall be made  
26 payable to Shefa LMV, Inc. and associated with taxpayer identification number 81-0907002.  
27 This payment shall be delivered to the Law Office of Daniel N. Greenbaum, 7120 Hayvenhurst  
28 Ave, Suite 320, Van Nuys, CA 91406.

**3.2.2 Attorney's Fees and Costs.** A reimbursement of Shefa's attorney's  
fees and costs in the amount of \$15,500.00 payable to the "Law Office of Daniel N. Greenbaum,"

1 Covered Products manufactured, sold, or distributed for sale by Defendant prior to the Effective  
2 Date. The releases in Section 4.2 are provided in Shefa's individual capacity and are not releases on  
3 behalf of the public.

4 **4.3 Defendant's Release of Shefa**

5 Defendant, on its own behalf and on behalf of its past and current agents, representatives,  
6 attorneys, successors, and assignees, hereby waive any and all claims that it may have against Shefa  
7 and its attorneys and other representatives, for any and all actions taken or statements made by  
8 Shefa and its attorneys and other representatives in the course of investigating the claims set forth in  
9 the Complaint or otherwise seeking to enforce Proposition 65 against it in this matter.

10 **4.4 Release of Unknown Claims**

11 It is possible that other claims not known to the Parties arising out of the facts contained in  
12 the Notice, or alleged in the Complaint, relating to the Covered Products, will hereafter be  
13 discovered or developed. Shefa, on behalf of itself only, acknowledges that this Consent Judgment  
14 is expressly intended to cover and include all such claims through and including ninety (90) days  
15 after the Effective Date, including all rights of action therefor. Shefa acknowledges that the claims  
16 released in Sections 4.1 and 4.2 may include unknown claims, and nevertheless Shefa intends to  
17 release such claims, and in doing so waives California Civil Code § 1542, which reads as follows:

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

23 Shefa understands and acknowledges that the significance and consequence of this waiver of  
24 California Civil Code § 1542 is that, even if Shefa suffers future damages arising out of or resulting  
25 from, or related directly or indirectly to, in whole or in part, the Covered Products, including but not  
26 limited to any exposure to, or failure to warn with respect to exposure to, the Covered Products,  
27 Shefa will not be able to make any claim for those damages against Defendant or any of the  
28 Releasees.

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

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

4 **10. POST-EXECUTION ACTIVITIES**

5 The Parties acknowledge that, pursuant to California Health & Safety Code § 25249.7(f),  
6 Shefa is obligated to file a noticed motion to obtain judicial approval of this Consent Judgment.  
7 Upon the Parties' execution of this Consent Judgment, Shefa promptly shall proceed to submit this  
8 Consent Judgment to the Court with a motion seeking Court approval.

9 **11. MODIFICATION**

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

13 **12. DISPUTE RESOLUTION**

14 If Shefa determines at a future date that a violation of this Consent Judgment has occurred,  
15 Shefa shall provide notice to Defendant. Prior to bringing any action to enforce any requirement of  
16 this Consent Judgment, the party alleging a violation of this Consent Judgment shall provide the  
17 other party with written notice of the grounds for such allegation together with all supporting  
18 information as well as a complete demand for the relief sought. The Parties shall then meet and  
19 confer regarding the basis for the allegation to resolve the matter informally, including providing  
20 the party alleged to be in violation with a reasonable opportunity of at least thirty (30) days to cure  
21 any alleged violation. Should such attempt at informal resolution fail, the party alleging a violation  
22 may file its lawsuit seeking the proposed relief.

23 **13. AUTHORIZATION**

24 The undersigned are authorized to execute this Consent Judgment on behalf of their  
25 respective Parties and have read, understood, and agree to all of the terms and conditions of this  
26 Consent Judgment.  
27  
28

1 [PROPOSED] JUDGMENT

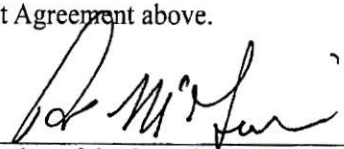
2 Please note that on July 6, 2018 at 11 Am, Plaintiff Shefa LMV Inc.'s ("Plaintiff")  
3 Motion for Court Approval of Settlement Agreement and Entry of Consent Judgment as to Defendant  
4 Arlington Specialties, Inc. came for hearing before this Court in Department 21, the Honorable  
5 Winifred Smith presiding. Counsel for Plaintiff did [not] appear; counsel for Defendant did [not] appear.

6 After full consideration of the points and authorities and related pleadings submitted, the Court  
7 GRANTED Plaintiff's Motion pursuant to and in accordance with Health & Safety Code  
8 §25249.7(f)(4). The Court reviewed the above Settlement Agreement and makes the following  
9 findings pursuant to Health & Safety Code § 25249.7(f)(4):

- 10 a. The injunctive relief required by the Settlement Agreement complies with Health &  
11 Safety Code § 25249.7;
- 12 b. The reimbursement of fees and costs to be paid pursuant to the Settlement  
13 Agreement is reasonable under California law; and
- 14 c. The civil penalty amount to be paid pursuant to Settlement Agreement is reasonable.  
15

16 The Settlement Agreement is hereby approved, and the clerk is directed to ENTER  
17 JUDGMENT in accordance with the terms of the Settlement Agreement above.

18  
19 7/6/18  
Date

20   
Judge of the Superior Court