

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>Henkle Capital SA de CV erroneously sued as Henkle Corporation; Mexilink; Natura Laboratorios erroneously sued as Moco de Gorilla</b>		
<b>CASE INFO</b>	COURT DOCKET NUMBER <b>19STCV05345</b>	COURT NAME <b>SUPERIOR COURT OF CA, Los Angeles Co</b>	
	SHORT CASE NAME <b>Shefa LMV, Inc. v. Henkle Corp.</b>		
<b>REPORT INFO</b>	INJUNCTIVE RELIEF <b>COMPLIANT PRODUCTS AND WARNINGS</b>		
	PAYMENT: CIVIL PENALTY <b>\$3,000</b>	PAYMENT: ATTORNEYS FEES <b>\$30,000</b>	PAYMENT: OTHER <b>0</b>
	DATE SUBMITTED TO COURT <b>7 / 06 / 2020</b>	IS JUDGMENT PURSUANT TO SETTLEMENT? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	IF YES, DATE SETTLEMENT WAS REPORTED TO ATTORNEY GENERAL <b>12 / 16 / 2019</b>
	<b>COPY OF JUDGMENT MUST BE ATTACHED</b>		
<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 ZIP <b>CA 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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LAW OFFICE OF DANIEL N. GREENBAUM  
Daniel N. Greenbaum, Esq. (SBN 268104)  
The Hathaway Building  
7120 Hayvenhurst Avenue, Suite 320  
Van Nuys, CA 91406  
Telephone: (818) 809-2199  
Facsimile: (424) 243-7689  
Email: dgreenbaum@greenbaumlawfirm.com

Attorney for Plaintiff  
SHEFA LMV, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

SHEFA LMV, INC.,  
  
Plaintiff,  
  
vs.  
  
HENKEL CAPITAL S.A. de C.V., erroneously  
named as HENKEL CORPORATION;  
MEXILINK,  
INC.; NATTURA LABORATORIOS S.A. DE  
C.V., erroneously named as MOCO DE  
GORILA, INC.; and DOES  
1 through 100, Inclusive,  
  
Defendant.

) Case No. 19STCV05345  
)  
)  
) **[PROPOSED] CONSENT JUDGMENT**  
) **AS TO HENKEL CAPITAL S.A. de C.V.;**  
) **MEXILINK, INC.; AND NATTURA**  
) **LABORATORIOS S.A. DE C.V., INC.**  
)  
) Action Filed: February 19, 2019

**FILED**  
Superior Court of California  
County of Los Angeles

08/05/2020

Sherri R. Carter, Executive Officer / Clerk of Court  
By:           A. Barton           Deputy

1     **1. INTRODUCTION**

2             **1.1 Parties**

3             This consent judgment (“Consent Judgment”) is entered into by and between plaintiff Shefa  
4     LMV, Inc. (“Shefa” or “Plaintiff”) and HENKEL CAPITAL S.A. de C.V., erroneously named as  
5     HENKEL CORPORATION; MEXILINK, INC.; and NATTURA LABORATORIOS S.A. DE  
6     C.V., erroneously named as MOCO DE GORILA, INC.; (individually “Defendant” and collectively  
7     “Defendants”) (Plaintiff and each Defendant individually referred to as a “Party” and collectively as  
8     the “Parties.”)

9             **1.2 Plaintiff**

10            Shefa is a public benefit, non-profit corporation that seeks to promote awareness of  
11    exposures to toxic chemicals and to improve human health by reducing or eliminating hazardous  
12    substances contained in consumer products.

13            **1.3 Settling Defendants**

14            Each Defendant employs ten (10) or more persons and is a person in the course of doing  
15    business for purposes of the Safe Drinking Water and Toxic Enforcement Act of 1986, Health and  
16    Safety Code §25249.6 *et seq.* (“**Proposition 65**”).

17            **1.4 Products Covered**

18            The products covered by this Consent Judgment are hair gel products distributed by  
19    HENKEL CAPITAL S.A. de C.V. or manufactured by NATTURA LABORATORIOS S.A. DE  
20    C.V., including, but not limited to: a) Wetline Xtreme® Professional Styling Gel; UPC:  
21    871217007416; b) Wetline Xtreme® Reaction Styling Gel UPC871217004316; and c) Moco De  
22    Gorila (Gorilla Snot Gel®) Galan By Naturalabs; UPC878971000028, that contain Diethanolamine  
23    and are sold, or distributed for sale in California (the “**Covered Products**”).

24            **1.5 General Allegations**

25            Shefa alleges that Defendants manufacture, import, sell, or distribute, for sale in the state of  
26    California, the Covered Products without first providing a clear and reasonable warning required by  
27    Proposition 65. DEA (CAS # 111-42-2) is a chemical listed under Proposition 65 as a chemical  
28    known to the state to cause cancer.

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**1.6 Notice of Violation**

On December 21, 2017 and March 16, 2018, Shefa served Defendants and the requisite public enforcement agencies with a 60-Day Notice of Violation (the "Notice") alleging that each Defendant violated Proposition 65 when it failed to warn its customers and consumers in California that the Covered Products expose users to DEA. 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 February 19, 2019, Shefa filed the instant complaint in the Superior Court in and for the County of Los Angeles against Defendants, alleging violations of California Health & Safety Code § 25249.6, based on exposures to DEA contained in the Covered Products sold in the State of California (the "Complaint").

**1.8 No Admission**

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

**1.9 Consent to Jurisdiction**

For purposes of this Consent Judgment only, the Parties stipulate: a) this Court has jurisdiction over Defendants as to the allegations in the Complaint; b) venue is proper in the County of Los Angeles; c) each Defendant employs or has employed ten or more persons during time periods relevant to the Complaint; and d) this Court has jurisdiction over the Parties to enter and enforce the provisions of this Consent Judgment pursuant to Proposition 65.

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**1.10 Dates**

For purposes of this Consent Judgment, the term "Effective Date" shall mean the date the Consent Judgment is approved and entered by the Court and "Compliance Date" shall mean 180 days after the Effective Date.

**2. INJUNCTIVE RELIEF: REFORMULATION AND WARNINGS**

**2.1 Reformulation of Covered Products**

As of the date of execution of this Consent Judgment Defendants HENKEL CAPITAL S.A. de C.V. and NATTURA LABORATORIOS S.A. DE C.V., confirm that they have actively engaged their suppliers of raw materials and hair gel products to comply with their reformulation efforts. Before the Compliance Date, these two Defendants shall take commercially reasonable efforts not to manufacture or distribute any Covered Products (a) that contain DEA as an ingredient in its formula and (b) that any Defendant intends to sell or offer for sale to California consumers. For purposes of this Consent Judgment, Covered Products "contain DEA" if DEA is an intentionally added ingredient of the Covered Products or if the DEA concentration in the Covered Products exceeds the level(s) for the relevant time frame(s) set forth in Section 2.2 of this Consent Judgment.

**2.2 Reformulation Requirements**

**2.2.1 "Reformulated Covered Products" shall be deemed to comply with**

Proposition 65 without a consumer warning. "Reformulated Covered Products" are defined as those Covered Products with DEA concentrations of less than or equal to six-tenths of one percent (0.6%) in the triethanolamine ("TEA") ingredient in the Covered Products, and with concentrations of TEA of less than or equal to seven percent (7%) in the final Covered Products (the "concentration standards").

**2.2.2 For Covered Products manufactured by NATTURA**

LABORATORIOS S.A. DE C.V., compliance with the concentration standards will be based on a certificate of analysis or analytical testing results: (a) provided by the TEA supplier for each lot of

1 TEA used to manufacture the Covered Products; or (b) obtained by this Defendant for each such lot  
of TEA.

2                   **2.2.3**       For Covered Products distributed by HENKEL CAPITAL S.A. de  
3 C.V., compliance with the concentration standards will be based on a certificate of analysis or  
4 analytical testing results: (a) provided by each of the manufacturers of Covered Products that this  
5 defendant distributes once every six months; or (b) obtained by this Defendant for Covered  
6 Products from each manufacturer once every six months.

7                   **2.2.4**       Defendants may, absent reasonable grounds to question the accuracy  
8 of the certificate of analysis or analytical testing results, establish compliance with the DEA  
9 concentration standard for Covered Products to be deemed Reformulated Covered Products by  
10 relying in good faith on such certificates of analysis or analytical testing results, or on comparable  
11 quantitative DEA content information. HENKEL CAPITAL S.A. DE C.V. and NATTURA  
12 LABORATORIOS S.A. de C.V. shall retain certificates of analysis or analytical testing results for  
13 three years after delivery of the TEA lot or Covered Products to which such documentation applies  
14 and compliance documentation shall be made available within 30 days of a written request by  
15 Plaintiff, who may make no more than two such requests annually.  
16

17                   **2.3        Preservation of Competitiveness**

18                   The intent of this Section 2 is to protect the competitive interests of Defendants arising from  
19 Shefa's claims and to ensure that by settling the allegations in the Notices of Violation and the  
20 Complaint, Defendants are not disadvantaged with respect to their competitors. Specifically, the  
21 Parties agree that, should any agreement or consent judgment be entered into by Shefa, the  
22 California Office of Environmental Health Hazard Assessment, or the California Attorney  
23 General's Office concerning products substantially similar to the Covered Products that contains  
24 provisions that would materially affect the terms of this Consent Judgment in a manner which  
25 would materially benefit Defendants if such provisions were incorporated into this Consent  
26 Judgment, such benefits shall be deemed to accrue to Defendants, this Consent Judgment shall be  
27

1 amended by a stipulation, and a new [proposed] order shall be submitted to the Court for approval, a  
2 copy of which shall be provided to the Attorney General's office no later than forty-five (45)  
3 business days before submission to the Court, to provide Defendants the benefit of such agreement  
4 or consent judgment. Further, should there be a court decision involving any other person or entity  
5 that received a Proposition 65 60-Day Notice of Violation alleging that DEA is in products  
6 substantially similar to the Covered Products and such decision is in whole or in part materially  
7 favorable to the defendants in such action in a manner which would materially benefit Defendants if  
8 such materially favorable aspects of such decision were incorporated into this Consent Judgment,  
9 then that decision shall be incorporated into this Consent Judgment by a stipulation and a new  
10 [proposed] order that shall be submitted to the Court for approval, a copy of which shall be  
11 provided to the Attorney General's Office not later than forty-five (45) business days before  
12 submission to the Court.

#### 14 2.4 Warnings For Covered Products

15 Defendants further agree, promise, and represent that, as of the Compliance Date, to the  
16 extent they ship or sell Covered Products that do not meet the reformulation standards set forth  
17 above in Section 2.2, Defendants will provide warnings that comply with Proposition 65 on such  
18 Covered Products. The warnings shall be provided in a conspicuous and prominent manner such  
19 that they will be likely to be read or seen by the consumer before or at the time of the sale or  
20 purchase. The Parties agree that the warnings set forth below shall constitute compliance with  
21 Proposition 65 with respect to any Covered Products that do not meet the reformulation standards:

- 22 (a) the text, **"WARNING: This product can expose you to chemicals,**  
23 **including Diethanolamine, which is known to the State of California to cause cancer.**  
24 **For more information go to [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov)."** accompanied by and placed to  
25 the right of a symbol consisting of a black exclamation point in a yellow equilateral triangle  
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1 with a bold black outline sized to be no smaller than the word, "WARNING" as provided by  
2 regulations adopted on or about August 30, 2016; or

3 (b) the text, "WARNING: Cancer - www.P65Warnings.ca.gov." accompanied  
4 by and placed to the right of a symbol consisting of a black exclamation point in a yellow  
5 equilateral triangle with a bold black outline sized to be no smaller than the word.

6 The triangular warning symbol specified in Section 3.3(a) and 3.3(b) shall be in yellow with  
7 a black exclamation mark; *provided however*, the symbol may be printed in black and white if the  
8 Covered Product label is not printed against a yellow background.

9 **2.5 Covered Products in the Stream of Commerce.**

10 Any Covered Products that have been distributed, shipped, or sold by Defendants before the  
11 Compliance Date, shall not be subject to the requirements of Section 2.1, 2.2 or 2.4.

12 **3. MONETARY SETTLEMENT TERMS**

13 **3.1 Payment from Defendants.** Within ten (10) business days of the Effective Date,  
14 Defendants shall make the Total Settlement Payment of \$33,000.00.

15 **3.2 Allocation of Payments.** The Total Settlement Payment shall be paid in three (3)  
16 separate checks made payable and allocated as follows:

17 **3.2.1 Civil Penalty.** Defendants shall pay \$3,000.00 as a civil penalty  
18 pursuant to Health & Safety Code § 25249.7(b). The civil penalty shall be apportioned in  
19 accordance with Health & Safety Code § 25249.12 (25% to Shefa and 75% to the State of  
20 California's Office of Environmental Health Hazard Assessment ("OEHHA")). Accordingly, the  
21 OEHHA portion of the civil penalty payment in the amount of \$2,250.00 shall be made payable to  
22 OEHHA and associated with taxpayer identification number 68-0284486. This payment shall be  
23 delivered as follows:

24 Attn: Mike Gyurics  
25 Fiscal Operations Branch Chief  
26 Office of Environmental Health Hazard Assessment  
27 P.O. Box 4010, MS #19B  
28 Sacramento, CA 95812-4010



1           The Shefa portion of the civil penalty payment in the amount of \$750.00 shall be made  
2 payable to Shefa LMV, Inc. and associated with taxpayer identification number 81-0907002.  
3 This payment shall be delivered to the Law Office of Daniel N. Greenbaum, 7120 Hayvenhurst  
4 Ave, Suite 320, Van Nuys, CA 91406.

5                       **3.2.2       Attorney's Fees and Costs.** A reimbursement of Shefa's attorney's  
6 fees and costs in the amount of \$30,000.00 payable to the "Law Office of Daniel N. Greenbaum,"  
7 and associated with taxpayer identification number 46-4580172. This payment shall be delivered to  
8 the Law Office of Daniel N. Greenbaum, 7120 Hayvenhurst Ave, Suite 320, Van Nuys, CA 91406.

9           **4.       CLAIMS COVERED AND RELEASED**

10                   **4.1       Public Release**

11           This Consent Judgment is a full, final, and binding resolution between Shefa on the one  
12 hand and each Defendant on the other of any violation of Proposition 65 that was or could have  
13 been asserted by Shefa, acting on behalf of itself and in a representative capacity in the public  
14 interest under Health & Safety Code § 25249.7, against: (1) each Defendant, its parents,  
15 subsidiaries, affiliated entities, manufacturers, suppliers, directors, officers, employees, attorneys,  
16 and the predecessors, successors, or assigns of each of them ("Defendant Releasees"); (2) each  
17 person or entity to whom each Defendant directly or indirectly exports, distributes or sells the  
18 Covered Products, including, without limitation, importers, distributors, wholesalers, customers,  
19 retailers, franchisees, cooperative members, and licensees, including but not limited to  
20 Amazon.com, Kmart Corporation and Target, Inc. ("Downstream Releasees"); and (3) each person  
21 or entity that manufactures or packages any Covered Products for any Defendant Releasee or  
22 otherwise directly or indirectly sells or distributes any covered Products to any Defendant Releasee  
23 ("Upstream Releasees") based on failure to warn of alleged exposures to DEA from Covered  
24 Products manufactured, sold, or distributed for sale in California by Defendants before the  
25 Compliance Date. The release in this Section 4.1 applies to all Covered Products that Defendants  
26 manufactured, distributed, or sold before the Compliance Date, regardless of the date any other  
27 releasee distributes or sells the Covered Products.

1 Compliance with the terms of this Consent Judgment shall constitute compliance with  
2 Proposition 65 by Defendants, Defendant Releasees, Downstream Releasees, and Upstream  
3 Releasees with respect to DEA in Covered Products manufactured, sold, or distributed on and after  
4 the Effective Date.

4 **4.2 Shefa's Individual Release of Claims**

5 In further consideration of the promises and agreements herein contained, Shefa, on its own  
6 behalf and on behalf of its past and current agents, representatives, attorneys, successors, and/or  
7 assignees, hereby waives all rights to institute or participate in, directly or indirectly, any form of  
8 legal action, and releases all claims that it may have against Defendants and Releasees, including,  
9 without limitation, all actions and causes of action, suits, liabilities, demands, obligations, damages,  
10 costs, fines, penalties, losses, or expenses, including, without limitation, investigation fees, expert  
11 fees, and attorneys' fees arising under Proposition 65 for unwarned exposures to DEA from  
12 Covered Products manufactured, sold, or distributed for sale by Defendant prior to the Compliance  
13 Date. The releases in Section 4.2 are provided in Shefa's individual capacity and are not releases on  
14 behalf of the public.

15 **4.3 Defendants' Release of Shefa**

16 Each defendant, on its own behalf and on behalf of its past and current agents,  
17 representatives, attorneys, successors, and assignees, hereby waives any and all claims that it may  
18 have against Shefa and its attorneys and other representatives, for any and all actions taken or  
19 statements made by Shefa and its attorneys and other representatives in the course of investigating  
20 the claims set forth in the Complaint or otherwise seeking to enforce Proposition 65 against it in this  
21 matter.

22 **4.4 Release of Unknown Claims**

23 It is possible that other claims not known to the Parties arising out of the facts contained in  
24 the Notice, or alleged in the Complaint, relating to the Covered Products, will hereafter be  
25 discovered or developed. Shefa, on behalf of itself only, acknowledges that this Consent Judgment  
26 is expressly intended to cover and include all such claims through and including the Compliance  
27

1 Date, including all rights of action therefor. Shefa acknowledges that the claims released in  
2 Sections 4.1 and 4.2 may include unknown claims, and nevertheless Shefa intends to release such  
3 claims, and in doing so waives California Civil Code § 1542, which reads as follows:

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

9 Shefa understands and acknowledges that the significance and consequence of this waiver of  
10 California Civil Code § 1542 is that, even if Shefa suffers future damages arising out of or resulting  
11 from, or related directly or indirectly to, in whole or in part, the Covered Products, including but not  
12 limited to any exposure to, or failure to warn with respect to exposure to, the Covered Products,  
13 Shefa will not be able to make any claim for those damages against Defendants or any of the  
14 releasees.

15 **5. COURT APPROVAL**

16 This Consent Judgment is not effective until it is approved and entered by the Court.

17 **6. GOVERNING LAW**

18 The terms of this Consent Judgment shall be governed by the laws of the State of California  
19 and apply within the State of California. In the event that Proposition 65 is repealed or is otherwise  
20 rendered inapplicable by reason of law generally, or as to the Covered Products, then any Defendant  
21 may provide written notice to Shefa of any asserted change in the law, and with the exception of  
22 Sections 3.1 and 3.2 above, have no further obligations pursuant to this Consent Judgment, with  
23 respect to, and to the extent that, the Covered Products are so affected. None of the terms of this  
24 Consent Judgment shall have any application to Covered Products sold outside of the State of  
25 California.

26 **7. NOTICE**

27 Unless specified herein, all correspondence and notices required to be provided pursuant to  
28 this Consent Judgment shall be in writing and sent by email, or by any of the following service

1 methods: (i) personal delivery; (ii) first-class, registered or certified mail, return receipt requested;  
or (iii) a recognized overnight courier to any Party by another Party at the following addresses:

2 To Defendants:

To Shefa:

3 James A. Geocaris, Esq.  
4 Lewis Brisbois Bisgaard & Smith  
5 650 Town Center Drive, Suite 1400  
Costa Mesa, CA 92626

Daniel N. Greenbaum  
Law Office of Daniel N. Greenbaum  
7120 Hayvenhurst Ave., Suite 320  
Van Nuys, CA 91406

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

8 **8. COUNTERPARTS; FACSIMILE AND PDF SIGNATURES**

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

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

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

15 **10. POST EXECUTION ACTIVITIES**

16 The Parties acknowledge that, pursuant to California Health & Safety Code § 25249.7(f),  
17 Shefa is obligated to file a noticed motion to obtain judicial approval of this Consent Judgment.

1 Upon the Parties' execution of this Consent Judgment, Shefa promptly shall proceed to submit this  
19 Consent Judgment to the Court with a motion seeking Court approval.

20 **11. MODIFICATION**

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

24 **12. DISPUTE RESOLUTION**

25 If Shefa or any Defendant determines at a future date that a violation of this Consent  
26 Judgment has occurred, that Party shall provide notice to every other Party. Before bringing any  
27 action to enforce any requirement of this Consent Judgment, the Party alleging a violation of this  
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1 Consent Judgment shall provide each other Party with written notice of the grounds for such  
2 allegation together with all supporting information as well as a complete demand for the relief  
3 sought. The Parties shall then meet and confer regarding the basis for the alleged violation to  
4 resolve the matter informally, including providing the Party alleged to be in violation with a  
5 reasonable opportunity of at least thirty (30) days to cure any alleged violation. Should such  
6 attempt at informal resolution fail, the Party alleging a violation may file its lawsuit seeking the  
7 proposed relief.

7 **13. TERMINATION**

8 This Consent Judgment shall terminate in the event that any of the following occurs: a) the  
9 Office of Environmental Health Hazard Assessment, or any successor agency, issues a decision  
10 removing DEA from Proposition 65's List of Chemicals Known to the State of California to Cause  
11 Cancer or Reproductive Toxicity (the "Proposition 65 List"); b) a court of competent jurisdiction  
12 issues an order removing DEA from the Proposition 65 List, and that order becomes final and non-  
13 appealable; or c) the Proposition 65 statute is repealed.

14 **14. AUTHORIZATION**

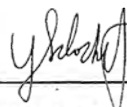
15 The undersigned are authorized to execute this Consent Judgment on behalf of their  
16 respective Party and have read, understood, and agree to all the terms and conditions of this Consent  
17 Judgment.

19 AGREED TO:

AGREED TO:

20  
21 Date: 6/22/2020

21 Date: May 8 2020

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23  
24 By:   
25 SHEFA LMV, INC.

23  
24 By:   
25 HENKEL CAPITAL S.A. DE C.V. ;

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AGREED TO:

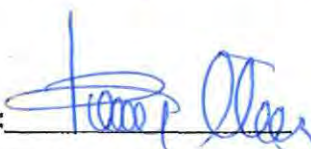
Date: 6/22/20

By: 

MEXILINK, INC.

AGREED TO:

Date: May 8 2020

By: 

NATTURA LABORATORIOS S.A.  
DE C.V.

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~~PROPOSED~~ JUDGMENT

08/05/2020

On \_\_\_\_\_, ~~2019~~ at \_\_\_\_\_ <sup>JKIE</sup> am/pm, Plaintiff Shefa LMV Inc.'s ("Plaintiff") Motion for Court

Approval of Settlement Agreement and Entry of Consent Judgment as to Defendants HENKEL CAPITAL S.A. de C.V.; MEXILINK, INC.; and NATTURA LABORATORIOS S.A. DE C.V.; came for hearing before this Court in Department 71, the Honorable Monica Bachner presiding. Counsel for Plaintiff did [not] appear; counsel for Defendants did [not] appear.

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

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

**IT IS SO ORDERED, ADJUDGED AND DECREED.**

08/05/2020



\_\_\_\_\_  
Date

\_\_\_\_\_  
Judge of the Superior Court