

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) <b>Shefa LMV Inc.</b>		
	DEFENDANT(S) INVOLVED IN JUDGMENT <b>Lifeworks Technology Group LLC</b>		
<b>CASE INFO</b>	COURT DOCKET NUMBER <b>20STCV10389</b>	COURT NAME <b>SUPERIOR COURT OF CA, Los Angeles Co</b>	
	SHORT CASE NAME <b>Shefa LMV, Inc. v. Lifeworks Technology Group LLC, et al.</b>		
<b>REPORT INFO</b>	INJUNCTIVE RELIEF <b>COMPLIANT PRODUCTS AND WARNINGS</b>		
	PAYMENT: CIVIL PENALTY <b>\$2,000</b>	PAYMENT: ATTORNEYS FEES <b>\$16,000.00</b>	PAYMENT: OTHER <b>0</b>
	DATE SUBMITTED TO COURT <b>3 / 19 / 2021</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>3 / 19 / 2021</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.

05/11/2021

Sherri R. Carter, Executive Officer / Clerk of Court  
By: O. Chavez Deputy

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., )

Case No. 20STCV10389

Plaintiff, )

vs. )

**[PROPOSED] CONSENT JUDGMENT  
AS TO LIFEWORKS TECHNOLOGY  
GROUP, LLC**

LIFEWORKS TECHNOLOGY GROUP, LLC, )

Defendant. )

Action Filed: March 16, 2020

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1     **1.     INTRODUCTION**

2             **1.1     Parties**

3             This consent judgment (“**Consent Judgment**”) is entered into by and between plaintiff  
4 Shefa LMV, Inc. (“**Shefa**” or “**Plaintiff**”) and Lifeworks Technology Group, LLC (“**Defendant,**”  
5 with Shefa and **Defendant** individually referred to as a “**Party**” and collectively as the “**Parties.**”)

6             **1.2     Plaintiff**

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

10            **1.3     Settling Defendant**

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

14            **1.4     Products Covered**

15            The products covered by this Consent Judgment are ethernet cable products, including, but  
16 not limited to, Model 1H-CT802B iHome 25-Ft Ethernet Cable; UPC812350147737, that are  
17 manufactured, sold, or distributed for sale in California by Defendant that contain Di-[2-Ethylhexyl]  
18 Phthalate (“**DEHP**”) (collectively, the “**Covered Products**”).

19            **1.5     General Allegations**

20            Shefa alleges that Defendant manufactures, imports, sells, or distributes, for sale in the state  
21 of California, the Covered Products without first providing a clear and reasonable warning required  
22 by Proposition 65. DEHP (CAS # 68515-48-0) is a chemical listed under Proposition 65 as a  
23 chemical known to the state to cause cancer or reproductive toxicity.

24            **1.6     Notice of Violation**

25            On February 1, 2019, Shefa served Defendant and the requisite public enforcement agencies  
26 with a 60-Day Notice of Violation (the “**Notice**”) alleging that Defendant violated Proposition 65  
27 when it failed to warn its customers and consumers in California that the Covered Products expose  
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1 users to DEHP. To the best of the Parties' knowledge, no public enforcer has commenced and is  
2 diligently prosecuting the allegations set forth in the Notice.

3 **1.7 Complaint**

4 On March 15, 2020, Shefa filed the instant complaint in the Superior Court in and for the  
5 County of Los Angeles against Defendant and DOES 1-100, alleging violations of California  
6 Health & Safety Code § 25249.6, based on exposures to DEHP contained in the Covered Products  
7 sold in the State of California (the "**Complaint**").

8 **1.8 No Admission**

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

18 **1.9 Consent to Jurisdiction**

19 For purposes of this Consent Judgment only, the Parties stipulate that this Court has  
20 jurisdiction over Defendant as to the allegations in the Complaint, that venue is proper in the  
21 County of Los Angeles, the Defendant agrees that it employs or has employed ten or more persons  
22 during time periods relevant to the Complaint and that this Court has jurisdiction over the Parties to  
23 enter and enforce the provisions of this Consent Judgment pursuant to Proposition 65.

24 **1.10 Effective Date**

25 For purposes of this Consent Judgment, the term "**Effective Date**" shall mean the date the  
26 Consent Judgment is approved and entered by the Court.  
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1     **2.     INJUNCTIVE RELIEF: COMPLIANT PRODUCTS AND WARNINGS**

2             **2.1     Reformulation Standards**

3     As of the Effective Date, Defendant shall not manufacture any Covered Products for sale in the state  
4     of California unless such Covered Products contain DEHP in concentrations less than or equal to  
5     1000 parts per million (“ppm”) when analyzed pursuant to U.S. Environmental Protection Agency  
6     testing methodologies 3580A and 8270C or any other scientifically reliable methodology for  
7     determining the concentration of DEHP in the Covered Products.

8             **2.2     Warning Standards**

9             As of the Effective Date, to the extent it imports, distributes, ships or sells any Covered  
10     Products in the State of California that do not meet the reformulation standards set forth above in  
11     Section 2.1, Defendant will provide warnings on such Covered Products that comply with  
12     Proposition 65. The warnings shall be provided in a conspicuous and prominent manner such that  
13     they will be likely to be read or seen by the consumer prior to or at the time of the sale or purchase.  
14     The warning set forth below shall constitute compliance with Proposition 65 with respect to any  
15     Covered Products that are not reformulated:

16             (a)     the text, **“WARNING This product can expose you to chemicals, including**  
17             **DEHP, which is known to the State of California to cause cancer, birth defects or other**  
18             **reproductive harm. For more information go to [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).”**

19             accompanied by and placed to the right of a symbol consisting of a black exclamation point  
20             in a yellow equilateral triangle with a bold black outline sized to be no smaller than the  
21             word, “WARNING” as provided by regulations adopted on or about August 30, 2016; or

22             (b)     the text, **“WARNING Cancer and Reproductive Harm -**  
23             **[www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).”** accompanied by and placed to the right of a symbol consisting  
24             of a black exclamation point in a yellow equilateral triangle with a bold black outline sized  
25             to be no smaller than the word, “WARNING” as provided by regulations adopted on or  
26             about August 30, 2016.  
27  
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1 The triangular warning symbol specified in Section 2.2(a) and 2.2(b) shall be in yellow with a black  
2 exclamation mark; *provided however*, the symbol may be printed in black and white if the Covered  
3 Product label is not printed against a yellow background.

4 **2.3 Covered Products in the Stream of Commerce.**

5 Any Covered Products that have been distributed, shipped, or sold by Defendant prior to the  
6 Effective Date, shall not be subject to the requirements of Section 2.1.

7 **3. MONETARY SETTLEMENT TERMS**

8 **3.1 Payment from Defendant.** Starting on the Effective Date, Defendant shall make  
9 Payment as specified in 3.2.4 and 3.2.5 in the aggregate amount of **\$18,000.00**.

10 **3.2 Allocation of Payments.** The Total Settlement Payment shall be paid in eight (8)  
11 separate checks made payable and allocated as follows:

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

19 For United States Postal Service Delivery:

20 Attn: Mike Gyurics  
21 Fiscal Operations Branch Chief  
22 Office of Environmental Health Hazard Assessment  
23 P.O. Box 4010, MS #19B  
24 Sacramento, CA 95812-4010



1                                   **3.2.5.2**     Thirty (30) after the previous payment, Defendant shall  
2 pay \$3,000.00 as partial payment for attorneys’ fees and costs by check made out to “The Law  
3 Office of Daniel N. Greenbaum.”

4                                   **3.2.5.3**     Thirty (30) after the previous payment, Defendant shall  
5 pay \$3,000.00 as partial payment for attorneys’ fees and costs by check made out to “The Law  
6 Office of Daniel N. Greenbaum.”

7                                   **3.2.5.4**     Thirty (30) after the previous payment, Defendant shall  
8 pay \$3,000.00 as partial payment for attorneys’ fees and costs by check made out to “The Law  
9 Office of Daniel N. Greenbaum.”

10                                  **3.2.5.5**     Thirty (30) after the previous payment, Defendant shall  
11 pay \$3,000.00 as partial payment for attorneys’ fees and costs by check made out to “The Law  
12 Office of Daniel N. Greenbaum.”

13                                  **3.2.5.6**     Thirty (30) after the previous payment, Defendant shall  
14 pay \$3,000.00 as partial payment for attorneys’ fees and costs by check made out to “The Law  
15 Office of Daniel N. Greenbaum.”

16                                  **3.2.5.7**     All payments due from Defendant pursuant to this  
17 Paragraph 3.2.5 and its subparagraphs shall be sent via US Postal Delivery Service to the Law  
18 Office of Daniel M. Greenbaum, The Hathaway Building 7120 Hayvenhurst Avenue, Suite 320 Van  
19 Nuys, CA 91406.

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23   **4.       CLAIMS COVERED AND RELEASED**

24       **4.1       Public Release**

25       This Consent Judgment is a full, final, and binding resolution between Shefa and Defendant  
26 of any violation of Proposition 65 that was or could have been asserted by Shefa, acting on behalf of  
27 itself and in a representative capacity in the public interest under Health & Safety Code § 25249.7,  
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1 against Defendant, its parents, subsidiaries, affiliated entities, manufacturers, suppliers, directors,  
2 officers, employees, attorneys, and the predecessors, successors, or assigns of each of them  
3 (collectively the “**Lifeworks Releasees**”), and each entity to whom Defendant directly or indirectly  
4 exports, distributes or sells the Covered Products, including, without limitation, distributors,  
5 wholesalers, customers, retailers, franchisees, cooperative members, and licensees, including but  
6 not limited to Bed Bath & Beyond, Inc., (collectively the “**Downstream Releasees**”)(the Lifeworks  
7 Releasees and the Downstream Releasees collectively the “**Releasees**”), based on failure to warn of  
8 alleged exposures to DEHP from Covered Products manufactured, imported into, sold, or  
9 distributed for sale in California by Defendant prior to the Effective Date, and including but not  
10 limited to any Covered Products sold by any Downstream Releasee. The release in this Section 4.1  
11 applies to all Covered Products that Defendant manufactured, imported, distributed, or sold prior to  
12 the Effective Date, regardless of the date any Downstream Releasee distributes or sells the Covered  
13 Products.

14 Compliance with the terms of this Consent Judgment shall constitute compliance with  
15 Proposition 65 by Defendant and all Releasees with respect to the presence of or exposure to DEHP  
16 in or from any sale or use of Covered Products manufactured, imported, sold, or distributed on and  
17 after the Effective Date.

#### 18 **4.2 Shefa’s Individual Release of Claims**

19 In further consideration of the promises and agreements in this Consent Judgment, Shefa, on  
20 its own behalf and on behalf of its past and current agents, representatives, attorneys, successors,  
21 and/or assignees, expressly and knowingly waives all rights to institute or participate in, directly or  
22 indirectly, any form of legal action, and releases all claims that it may have against Defendant and  
23 all Releasees, including, without limitation, all actions and causes of action, suits, liabilities,  
24 demands, obligations, damages, costs, fines, penalties, losses, or expenses, including, without  
25 limitation, investigation fees, expert fees, and attorneys’ fees arising under Proposition 65 for  
26 unwarned exposures to DEHP from Covered Products manufactured, sold, or distributed for sale by  
27 Defendant prior to the Effective Date. The releases in Section 4.2 are provided in Shefa’s individual  
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1 capacity and are not releases on behalf of the public.

2 **4.3 Defendant's Release of Shefa**

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

8 **4.4 Release of Unknown Claims**

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

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

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

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

3 **6. GOVERNING LAW**

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

12 **7. NOTICE**

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

17 To Defendant:

18 Thomas N. FitzGibbon  
19 Apex Law APC  
20 100 Wilshire Bl., Ste. 700,  
Santa Monica, CA 90401

21 Harlan M. Lazarus  
22 Lazarus and Lazarus, P.C.  
23 240 Madison Avenue  
New York City, New York 10016

To Shefa:

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

24 In addition, a copy of each notice shall be sent by e-mail to the above named counsel. Any Party  
25 may, from time to time, specify in writing to the other Party a change of address to which all notices  
26 and other communications shall be sent.

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

2 This Consent Judgment may be executed in counterparts, each of which shall be deemed an  
3 original, and all of which, when taken together, shall constitute one and the same document. The  
4 Parties may sign this Consent Judgment either by personal signatures (which may be exchanged  
5 electronically in PDF format) or by electronic or digital signatures, and the parties consent to the  
6 use of such electronic or digital signatures as fully binding, including as provided in the California  
7 Uniform Electronic Transactions Act, Civil Code Section 1633.1 *et seq.* and/or the federal E-SIGN  
8 Act.

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

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

12 **10. POST EXECUTION ACTIVITIES**

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

17 **11. MODIFICATION**

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

21 **12. DISPUTE RESOLUTION**

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

4 **13. AUTHORIZATION**


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

8 AGREED TO:

8 AGREED TO:

9  
10 Date: 03/15/2021

10 Date: March 15, 2021

11  
12  
13 By:  \_\_\_\_\_  
14 SHEFA LMV, INC.

13 By:  \_\_\_\_\_ Max Namer  
14 LIFEWORKS TECHNOLOGY GROUP, LLC.

**PROPOSED JUDGMENT**

Please note that on 05/11, 2021 at 8:30am, Plaintiff Shefa LMV Inc.'s ("Plaintiff") Motion for Court Approval of Settlement Agreement and Entry of Consent Judgment as to Defendant Lifeworks Technology Group, LLC came for hearing before this Court in Department 56, the Honorable Holly J. Fujie presiding. ~~Counsel for Plaintiff did [not] appear; counsel for Defendant did [not] appear.~~

After full consideration of the points and authorities and related pleadings submitted, the Court GRANTED 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.

The Consent Judgment is approved, and the clerk is directed to ENTER JUDGMENT in accordance with the terms of the Consent Judgment above.

IT IS SO ORDERED, ADJUDGED AND DECREED:

05/11/2021



**Holly J. Fujie**

Holly J. Fujie / Judge

\_\_\_\_\_  
Date

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