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5 Attorneys for Plaintiff  
SHEFA LMV, LLC  
6

7 Attorneys for Defendant (non-appointed)  
HOUSE OF PAWS, LTD.  
8 A.P.K. Bates ( Non-Legal)  
Director for The House of Paws Ltd  
9

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11  
12  
13 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
14 COUNTY OF LOS ANGELES  
15 CENTRAL DISTRICT  
16

17 SHEFA LMV, LLC, )

18 Plaintiff, )

19 v. )

20 ROSS STORES, INC., et al., )

21 Defendant. )  
22 )

Case No.: BC521400

Unlimited Jurisdiction

*Honorable Suzanne G. Bruguera*  
*Department 71*

**[PROPOSED]**  
**CONSENT JUDGMENT**

1 **1. INTRODUCTION**

2 **1.1. Shefa LMV, LLC and HOUSE OF PAWS, LTD..**

3 This Consent Judgment is entered into by and between plaintiff Shefa LMV, LLC  
4 (“Plaintiff”) and HOUSE OF PAWS, LTD. (“Defendant”), collectively referred to as the “parties,”  
5 and individually as a “party.” Plaintiff is an entity organized in the State of California, which has  
6 asserted that it seeks to promote awareness of exposure to toxic chemicals and to improve human  
7 health by reducing or eliminating hazardous substances contained in consumer and commercial  
8 products. Plaintiff alleges that DEFENDANT is a “person” in the course of doing business for  
9 purposes of the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health &  
10 Safety Code § 25249.6, *et seq.* (“Proposition 65”).

11 **1.2. General Allegations**

12 Plaintiff alleges that DEFENDANT has manufactured, imported, distributed and/or sold  
13 shampoo and shower gel products that contain cocamide diethanolamine (“cocamide DEA”)  
14 without the requisite Proposition 65 warnings. Cocamide DEA is on the Proposition 65 list as  
15 known to cause birth defects and other reproductive harm.

16 **1.3. Product Description**

17 As used in this Consent Judgment, “Products” shall mean products containing cocamide  
18 DEA including, but not limited to, [names of shampoos and soaps], that are manufactured,  
19 imported, distributed and/or sold by DEFENDANT for sale in the State of California.

20 **1.4. Notice of Violation**

21 On July 1, 2013, Plaintiff served DEFENDANT and various public enforcement agencies  
22 with a document entitled “60-Day Notice of Violation” (the “Notice”) that provided recipients with  
23 notice alleging that DEFENDANT was in violation of Proposition 65 for failing to warn  
24 consumers and customers that the Products exposed users in California to cocamide DEA. No  
25 public enforcer has diligently prosecuted the allegations set forth in the Notice.

26 **1.5. No Admission**

27 DEFENDANT denies the material, factual and legal allegations contained in Plaintiff’s  
28 Notice and maintains that it has at all times been in compliance with all laws and all products that

1 it has sold, manufactured, imported and/or distributed in California, including the Products.  
2 Nothing in this Consent Judgment shall be construed as an admission by DEFENDANT of any  
3 fact, finding, issue of law or violation of law, nor shall compliance with this Consent Judgment  
4 constitute or be construed as an admission by DEFENDANT of any fact, finding, conclusion, issue  
5 of law or violation of law. However, this Section shall not diminish or otherwise affect  
6 DEFENDANT's obligations, responsibilities and duties under this Consent Judgment.

#### 7 **1.6. Consent to Jurisdiction**

8 For purposes of this Consent Judgment only, the parties stipulate that this Court has  
9 jurisdiction over DEFENDANT as to the allegations contained in the Notice, that venue is proper  
10 in the County of Los Angeles, and that this Court has jurisdiction to enter and enforce the  
11 provisions of this Consent Judgment.

#### 12 **1.7. Execution Date**

13 For purposes of this Consent Judgment, the term "Execution Date" shall mean the date this  
14 Consent Judgment is signed by both parties.

#### 15 **1.8. Effective Date**

16 For purposes of this Consent Judgment, the term "Effective Date" shall mean the date the  
17 Court enters Judgment pursuant to the terms of this Consent Judgment.

## 18 19 **2. INJUNCTIVE RELIEF: WARNING OR REFORMULATION**

### 20 **2.1. Reformulation of Covered Products**

21 As of the Effective Date, Defendant shall not manufacture, distribute, sell or offer for sale  
22 any Covered Product that contains Cocamide DEA and that will be sold or offered for sale to  
23 California consumers. For purposes of this Consent Judgment, a product "contains cocamide  
24 DEA" if cocamide DEA is an intentionally added ingredient in the product and/or part of the  
25 product formulation.

### 26 **2.2. Suppliers**

27 No more than 30 days after the Effective Date, Defendant shall issue specifications to its  
28 suppliers of Covered Products requiring that Covered Products not contain any cocamide DEA,

1 and shall instruct each supplier to use reasonable efforts to eliminate Covered Products containing  
2 cocamide DEA on a nationwide basis.

### 3 **2.3. Sell Through Period**

4 Notwithstanding the restrictions of Section 2.1, any of Defendants's downstream customers  
5 that have in inventory any of the Covered Products that contain Cocamide DEA that exceed the  
6 Cocamide DEA Limits shall have six (6) months from the Effective Date without penalty or cost to  
7 sell such Covered Products or otherwise display a warning pursuant to Proposition 65.

## 8 **3. MONETARY PAYMENTS**

### 9 **3.1. Civil Penalty Payment Pursuant to Health & Safety Code § 25249.7(b)**

10 DEFENDANT shall pay a total civil penalty payment of \$3000.00 within ten (10) days of  
11 the Execution Date, as follows: the civil penalty shall be apportioned in accordance with  
12 California Health & Safety Code § 25249.12 (c) and (d), with 75% of these funds remitted to the  
13 State of California's Office of Environmental Health Hazard Assessment ("OEHHA") and the  
14 remaining 25% of the penalty remitted to Plaintiff, both pursuant to the procedures set forth in  
15 Section 3.3.

### 16 **3.2. Reimbursement of Plaintiff's Fees and Costs**

17 The parties acknowledge that Plaintiff and its counsel offered to resolve this dispute  
18 without reaching terms on the amount of fees and costs to be reimbursed to them, thereby leaving  
19 this fee issue to be resolved after the material terms of the agreement had been settled.  
20 DEFENDANT expressed a desire to resolve the fee and cost issue after the other settlement terms  
21 had been agreed. The Parties then attempted to (and did) reach an accord on the compensation  
22 due to Plaintiff and its counsel under general contract principles and the private attorney general  
23 doctrine codified at California Code of Civil Procedure § 1021.5, for all work performed in this  
24 matter, except fees that may be incurred on appeal. Under these legal principles, DEFENDANT  
25 shall pay the amount of \$5000.00 for fees and costs incurred investigating, litigating and  
26 enforcing this matter, including the fees and costs incurred (and yet to be incurred) negotiating,  
27 drafting, and obtaining the Court's approval of this Consent Judgment in the public interest.

### 28 **3.3. Payment Procedures**

1 All payments required by Sections 3.1 and 3.2 shall be within ten (10) days of the  
2 Execution Date, in three checks made payable as follows:

- 3 (a) one check to "OEHHA" in the amount of \$ 2250.00;
- 4 (b) one check to "Law Office of Daniel N. Greenbaum in Trust for Plaintiff, LLC" in the  
5 amount of \$750.00;
- 6 (c) one check to "Law Office of Daniel N. Greenbaum" in the amount of \$5000.00.

7 **3.4. Issuance of 1099 Forms**

8 After the settlement funds have been transmitted to Plaintiff's counsel, DEFENDANT shall  
9 issue separate 1099 forms, as follows:

- 10 (a) one 1099 form to the "Office of Environmental Health Hazard Assessment" (EIN:  
11 68-0284486) in the amount of \$2250.00;
- 12 (b) a second 1099 form to "Shefa LMV, LLC" in the amount of \$750.00, whose  
13 address and tax identification number shall be furnished upon request;
- 14 (c) a third 1099 to "Law Office of Daniel N. Greenbaum" (EIN: 45-3084082) in the  
15 amount of \$5000.00;

16 **3.5. Issuance of Payments.**

17 **3.5.1.** All payments owed to Plaintiff, pursuant to Section 3.1, shall be delivered to  
18 the following payment address:

19 Daniel N. Greenbaum, Esq.  
20 Law Office of Daniel N. Greenbaum  
1467 South Holt Avenue #2  
21 Los Angeles, CA 90035

22 **3.5.2.** All payments owed to OEHHA (EIN: 68-0284486), pursuant to Section 3.1,  
23 shall be delivered directly to OEHHA (Memo line "Prop 65 Penalties") at the following addresses:

24 Mike Gyrics  
25 Fiscal Operations Branch Chief  
Office of Environmental Health Hazard Assessment  
26 P.O. Box 4010  
Sacramento, CA 95812-4010

27 With a copy of the checks payable to OEHHA mailed to the Law Office of Daniel N. Greenbaum  
28 at the address set forth above in 3.5.1, as proof of payment to OEHHA.

1 **4. CLAIMS COVERED AND RELEASED**

2 **4.1. Plaintiff's Release of DEFENDANT**

3 Plaintiff, acting on its own behalf and in the public interest, releases DEFENDANT, its  
4 parents, subsidiaries, affiliated entities that are under common ownership, directors, officers,  
5 employees, attorneys, and each entity to whom DEFENDANT directly or indirectly distributes or  
6 sells Products, including, but not limited to, downstream distributors, wholesalers, customers,  
7 retailers, including specifically, but not limited to Ross Stores, Inc., franchisees, cooperative  
8 members, licensors, and licensees ("Releasees"), from all claims for violations of Proposition 65  
9 up through the date on which this Consent Judgment is signed by both parties based on exposure to  
10 cocamide DEA from the Products as set forth in the Notice. Compliance with the terms of this  
11 Consent Judgment constitutes compliance with Proposition 65 with respect to exposures to  
12 cocamide DEA from the Products as set forth in the Notice.

13 Plaintiff, also, in its individual capacity only and *not* in its representative capacity, provides  
14 a release herein which shall be effective as a full and final accord and satisfaction, as a bar to all  
15 actions, causes of action, obligations, costs, expenses, attorneys' fees, damages, losses, claims,  
16 liabilities and demands of Plaintiff of any nature, character or kind, whether known or unknown,  
17 suspected or unsuspected, limited to and arising out of alleged or actual exposures to the cocamide  
18 DEA in the Products manufactured, distributed or sold by DEFENDANT.

19 **4.2. DEFENDANT's Release of Plaintiff**

20 DEFENDANT on behalf of itself, its past and current agents, representatives, attorneys,  
21 successors, and/or assignees, hereby waives any and all claims against Plaintiff, its attorneys and  
22 other representatives, for any and all actions taken or statements made (or those that could have  
23 been taken or made) by Plaintiff and its attorneys and other representatives, whether in the course  
24 of investigating claims or otherwise seeking to enforce Proposition 65 against it in this matter with  
25 respect to the Products.

26  
27 **5. COURT APPROVAL**

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

1 shall be null and void if, for any reason, it is not approved and entered by the Court within one year  
2 after it has been fully executed by all parties. In the event the Court does not approve this Consent  
3 Judgment within one year, the funds paid pursuant to Section 3 of this Consent Judgment shall be  
4 returned to DEFENDANT within ten (10) days after the expiration of one year.

5 **6. SEVERABILITY**

6 If, subsequent to the execution of this Consent Judgment, any of the provisions of this  
7 Consent Judgment are held by a court to be unenforceable, the validity of the enforceable  
8 provisions remaining shall not be adversely affected.

9 **7. GOVERNING LAW**

10 The terms of this Consent Judgment shall be governed by the laws of the State of California  
11 and the obligations of DEFENDANT hereunder as to the Products apply only within the State of  
12 California. In the event that Proposition 65 is repealed, preempted or is otherwise rendered  
13 inapplicable by reason of law generally, or if any of the provisions of this Consent Judgment are  
14 rendered inapplicable or no longer required as a result of any such repeal or preemption or  
15 rendered inapplicable by reason of law generally as to the Products, including, without limitation,  
16 the removal of cocamide DEA from OEHHA's list of Proposition 65 chemicals, then  
17 DEFENDANT shall notify Plaintiff and its counsel and may have no further obligations pursuant  
18 to this Consent Judgment with respect to, and to the extent that, the Products are so affected.

19 **8. NOTICES**

20 Unless specified herein, all correspondence and notices required to be provided pursuant to  
21 this Consent Judgment shall be in writing and (i) personally delivered, (ii) sent by first-class,  
22 (registered or certified mail) return receipt requested, or (iii) sent by overnight courier to one party  
23 from the other party at the following addresses:

24  
25 To DEFENDANT:

26 The House of Paws Ltd  
27 Oakham Road, Somerby  
28 Melton Mowbray. Leics. LE14 2QF  
United Kingdom

To Plaintiff:

Daniel N. Greenbaum, Esq.  
Law Office of Daniel N. Greenbaum  
1467 South Holt Avenue #2  
Los Angeles, CA 90035

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

3  
4 **9. COUNTERPARTS; FACSIMILE/PDF SIGNATURES**

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

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

9 Plaintiff and its attorneys agree to comply with the reporting form requirements referenced  
10 in California Health & Safety Code § 25249.7(f).

11 **11. ADDITIONAL POST EXECUTION ACTIVITIES**

12 Plaintiff and DEFENDANT agree to mutually employ their, and their counsel's, best efforts  
13 to support the entry of this agreement as a Consent Judgment and obtain approval of the Consent  
14 Judgment by the Court in a timely manner. The parties acknowledge that, pursuant to California  
15 Health & Safety Code § 25249.7, a noticed motion is required to obtain judicial approval of this  
16 Consent Judgment, which Plaintiff shall draft and file, and DEFENDANT shall not oppose. If any  
17 third party objection to the noticed motion is filed, Plaintiff and DEFENDANT shall work together  
18 to file a joint reply or separate replies if the parties so desire and appear at any hearing before the  
19 Court. This provision is a material component of the Consent Judgment and shall be treated as  
20 such in the event of a breach. If the Court does not grant the motion to approve this Consent  
21 Judgment, and if the parties choose not to pursue a modified Consent Judgment within 30 days  
22 after the Court's denial of the motion to approve, then, upon remittitur, any and all payments made  
23 pursuant to Section 3 of this Consent Judgment will be returned to DEFENDANT.

24 **12. MODIFICATION**

25 This Consent Judgment may be modified only: (1) by written agreement of the parties and  
26 upon entry of a modified Consent Judgment by the Court thereon; or (2) upon a successful motion  
27 of any party and entry of a modified Consent Judgment by the Court.

28 **13. AUTHORIZATION**

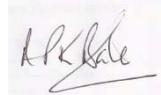


1 The undersigned are authorized to execute this Consent Judgment and have read,  
2 understood, and agree to all of the terms and conditions of this Consent Judgment.  
3

4  
5 AGREED TO:

AGREED TO:

6  
7 Date:3/10/14



8  
9 By: Alisa Fried  
10 Plaintiff, Shefa LMV, LLC  
11 Print: Alisa Fried  
12 Its: Managing Member

Date: 10<sup>TH</sup> MARCH 2014

By: A.P.K. Bates

Defendant, HOUSE OF PAWS, LTD.