

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 1501
(03-01)

PRIVATE ENFORCEMENT FILING - Health and Safety Code section 25249.7(e) and (f)

REPORT OF SETTLEMENT

Please print or type required information

Original Filing Supplemental Filing Corrected Filing

PARTIES TO THE ACTION	PLAINTIFF(S) Shefa LMV Inc.			
	DEFENDANT(S) INVOLVED IN SETTLEMENT Amazon.com, Inc.			
CASE INFO	COURT DOCKET NUMBER JCCP004765		COURT NAME Alameda County Superior Court	
	SHORT CASE NAME California Proposition 65 Cocamide DEA Cases			
REPORT INFO	INJUNCTIVE RELIEF Warning label			
	PAYMENT: CIVIL PENALTY \$2,500	PAYMENT: ATTORNEYS FEES \$17,400	PAYMENT: OTHER 0.00	
	WILL SETTLEMENT BE SUBMITTED TO COURT? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	IF YES, AFTER ENTRY OF JUDGMENT BY COURT, REPORT OF ENTRY OF JUDGMENT MUST BE SUBMITTED TO ATTORNEY GENERAL	DATE SETTLEMENT SIGNED 8 / 2 / 2017	
	COPY OF SETTLEMENT MUST BE ATTACHED			
FILER INFO	NAME OF CONTACT Daniel N. Greenbaum			
	ORGANIZATION Law Office of Daniel Greenbaum		TELEPHONE NUMBER (818) 809-2199	
	ADDRESS 7120 Hayvenhurst Ave., Suite 320		FAX NUMBER (424) 243-7698	
	CITY Van Nuys	STATE CA	ZIP 91406	E-MAIL ADDRESS dgreenbaum@greenbaumlawfirm.com

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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 settlement 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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 12 LAUREN.SHOOR@NORTONROSEFULBRIGHT.COM

13 Attorneys for Defendant AMAZON.COM, INC.

14 SUPERIOR COURT OF THE STATE OF CALIFORNIA

15 FOR THE COUNTY OF ALAMEDA

17 Coordination Proceeding 18 Special Title (Rule 3.350) 19 20 PROPOSITION 65 COCAMIDE DEA 21 CASES 22 23 24 25 26 27) JUDICIAL COUNCIL COORDINATION) PROCEEDING NO: 4765))) [<i>Shefa LMV, LLC v. New World Imports,</i>) <i>Inc., et al.</i> , Los Angeles County Superior) Court No. BC561056])) [PROPOSED] AMENDED CONSENT) JUDGMENT AS TO AMAZON.COM,) INC.)) Judge: Hon. George C. Hernandez, Jr.))))
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1. INTRODUCTION

1.1 The parties to this Consent Judgment (“Parties”) are Shefa LMV, LLC (“Shefa”) and Amazon.com, Inc. (“Settling Defendant”). Shefa and Settling Defendant are referred to collectively as the “Parties.”

1.2 Plaintiff alleges that Settling Defendant manufactures, distributes, and/or sells types of products identified on Exhibit A that contain Cocamide diethanolamine (“Cocamide DEA”) in the State of California or has done so in the past.

1.3 On the date(s) identified on Exhibit A, Shefa served 60-Day Notices of Violation under Proposition 65 (The Safe Drinking Water and Toxic Enforcement Act of 1986, California Health & Safety Code §§ 25249.5, et seq.) (“Notices”) to Settling Defendant, the California Attorney General, the District Attorneys of every County in the State of California, and the City Attorneys for every City in the State of California with a population greater than 750,000.

1.4 The Notices allege violations of Proposition 65 with respect to the presence of Cocamide DEA in the types of products identified in Exhibit B.

1.5 On the date identified on Exhibit A, Shefa filed the Complaint applicable to the Settling Defendant (“Complaint”) for the Proposition 65 Action identified in Exhibit B.

1.6 For purposes of this Consent Judgment only, the Parties stipulate that: (i) this Court has jurisdiction over the allegations of violations contained in the operative Complaint applicable to Settling Defendant and personal jurisdiction over Settling Defendant as to the acts alleged in the Complaint; (ii) venue is proper in the County of Alameda; and (iii) this Court has jurisdiction to enter this Consent Judgment.

1.7 Nothing in this Consent Judgment is or shall be construed as an admission by the Parties of any fact, conclusion of law, issue of law, or violation of law, nor shall compliance with the Consent Judgment constitute or be construed as an admission by the Parties of any fact, conclusion of law, issue of law, or violation of law.

1.8 Nothing in this Consent Judgment shall prejudice, waive, or impair any right, remedy, argument, or defense the Parties may have in any other legal proceeding.

1 1.9 This Consent Judgment is the product of negotiation and compromise and is
2 accepted by the Parties for purposes of settling, compromising, and resolving issues disputed in
3 this action.

4 **2. DEFINITIONS**

5 2.1 “Covered Products” means the products identified on Exhibit B.

6 2.2 “Effective Date” means the date on which this Consent Judgment is entered by
7 the Court.

8 **3. INJUNCTIVE RELIEF**

9 3.1 **Warnings for Covered Products.** As of the Effective Date, Settling Defendant
10 shall not distribute, sell, or offer for sale any Covered Product without providing a Proposition
11 65 warning on Settling Defendant’s website.

12 3.2 **Warning Language.** The following language will appear on the product display
13 page for each covered product offered for sale on Settling Defendant’s website: “**California**
14 **residents:** Click here for Proposition 65 warning.” The words “Click Here” will contain a
15 hyperlink which will take customers to a web page that contains the following Proposition 65
16 warning: “WARNING: This product contains chemicals known to the State of California to
17 cause cancer and birth defects or other reproductive harm.” Amazon may modify the warning to
18 comply with the requirements of 22 Cal. Code Regs. §§ 25602 and 25603 effective September 1,
19 2018, at or prior to the effective date of those regulations, without notice to plaintiff or further
20 order of court.

21 **4. ENFORCEMENT**

22 4.1 Shefa may, by motion or application for an order to show cause before the
23 Superior Court of Alameda County, enforce the terms and conditions contained in this Consent
24 Judgment.

25 4.2 Prior to bringing any motion or application to enforce the requirements of Section
26 3 above, Shefa shall provide Settling Defendant with a Notice of Violation and proof of purchase
27 and a copy of any test results which purportedly support the Notice of Violation.

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1 4.3 The Parties shall then meet and confer regarding the basis for the anticipated
2 motion or application in an attempt to resolve it informally, including providing Settling
3 Defendant(s) with a reasonable opportunity of at least thirty (30) days to cure any alleged
4 violation.

5 4.4 Should such attempt at informal resolution fail, Shefa may file an enforcement
6 motion or application.

7 4.5 This Consent Judgment may only be enforced by the Parties.

8 **5. PAYMENTS**

9 5.1 Within ten (10) business days of the Effective Date, Settling Defendant shall pay
10 the settlement payment identified for it on Exhibit A.

11 5.2 The total settlement amount for Settling Defendant shall be paid pursuant to the
12 instructions outlined in Exhibit A.

13 5.3 The funds paid by Settling Defendant shall be allocated, as identified in Exhibit
14 A, between the following categories:

15 5.4 **Civil Penalty.** A civil penalty pursuant to Health & Safety Code § 25249.7(b),
16 with such money to be apportioned by Shefa as identified on the Exhibit A for the Settling
17 Defendant in accordance with Health & Safety Code § 25249.12 (25% to Shefa and 75% to the
18 State of California’s Office of Environmental Health Hazard Assessment).

19 5.5 **Attorney’s Fees and Costs.** A reimbursement of a portion of Shefa’s reasonable
20 attorney’s fees and costs.

21 **6. MODIFICATION**

22 6.1 **Written Consent.** This Consent Judgment may be modified from time to time by
23 express written agreement of the Parties with the approval of the Court, or by an order of this
24 Court upon motion and in accordance with law.

25 6.2 **Meet and Confer.** Any Party seeking to modify this Consent Judgment shall
26 attempt in good faith to meet and confer with all affected Parties prior to filing a motion to
27 modify the Consent Judgment.

28 **7. CLAIMS COVERED AND RELEASED**

1 7.1 This Consent Judgment is a full, final, and binding resolution between (i) Shefa
2 on behalf of itself and the public interest; and (ii) Settling Defendant and its affiliates, its former
3 affiliates (“affiliate” means a person or entity who directly or indirectly owns or controls, is
4 owned or controlled by, or is under common ownership or control with, Settling Defendant), and
5 their current and past directors, officers, employees and attorneys (“Defendant Releasees”), and
6 each entity to whom any of them directly or indirectly distribute or sell Covered Products,
7 including but not limited to distributors, wholesalers, contractors, customers, retailers,
8 franchisees, cooperative members, licensors, and licensees (“Downstream Defendant
9 Releasees”); of any violation of Proposition 65 that was or could have been asserted in the
10 Complaint against Settling Defendant, Defendant Releasees, and Downstream Defendant
11 Releasees, based on failure to warn about alleged exposure to Cocamide DEA contained in
12 Covered Products that were sold by Settling Defendant prior to the Effective Date.

13 7.2 Compliance with the terms of this Consent Judgment by Settling Defendant and
14 Defendant Releasees shall constitute compliance with Proposition 65 by Settling Defendant,
15 Defendant Releasees, and Downstream Defendant Releasees with respect to any alleged failure
16 to warn about Cocamide DEA in Covered Products manufactured, distributed, or sold by Settling
17 Defendants after the Effective Date.

18 7.3 Shefa, acting on its behalf only, releases and discharges Settling Defendant,
19 Defendant Releasees, and Downstream Defendant Releasees from any and all known and
20 unknown claims for alleged violations of Proposition 65 or for any other statutory or common
21 law claims, arising from or relating to alleged exposures to Cocamide DEA in the Covered
22 Products. It is possible that other claims not known to the parties arising out of the facts alleged
23 in the Notice or the Complaint and relating to the Covered Products will develop or be
24 discovered. Shefa, on behalf of itself only, acknowledges that this Consent Judgment is
25 expressly intended to cover and include all such claims including all rights of action thereof.
26 Shefa has full knowledge of the contents of California Civil Code section 1542. Shefa, on behalf
27 itself only, acknowledges that the claims released above may include unknown claims, and
28

1 nevertheless waives California Civil Code section 1542 as to any such unknown claims.
2 California Civil Code section 1542 reads as follows:

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

7 Shefa, on behalf of itself only, acknowledges and understands the significance and consequences
8 of this specific waiver of California Civil Code section 1542.

9 7.4 Nothing in this Section 7 affects Shefa’s right to commence or prosecute an
10 action under Proposition 65 against any person other than Settling Defendant, Defendant
11 Releasees, or Downstream Defendant Releasees.

12 **8. NOTICE**

13 8.1 When Shefa is entitled to receive any notice under this Consent Judgment, the
14 notice shall be sent by first class and electronic mail to:

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

19 8.2 When Settling Defendant is entitled to receive any notice under this Consent
20 Judgment, the notice shall be sent by first class and electronic mail to the persons identified on
21 the Exhibit A for Settling Defendant.

22 8.3 Any Party may modify the person and address to whom the notice is to be sent by
23 sending the other Party notice by first class and electronic mail.

24 **9. COURT APPROVAL**

25 9.1 This Consent Judgment shall become effective upon entry by the Court.

26 9.2 Shefa shall prepare and file a Motion for Approval of this Consent Judgment and
27 Settling Defendant shall support entry of this Consent Judgment.

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1 9.3 If this Consent Judgment is not entered by the Court, it shall be of no force or
2 effect and shall never be introduced into evidence or otherwise used in any proceeding for any
3 purpose other than to allow the Court to determine if there was a material breach of Section 9.1.

4 **11. OTHER TERMS**


5 11.1 This Consent Judgment shall apply to and be binding upon Shefa and Settling
6 Defendant.

7 11.2 This Court shall retain jurisdiction of this matter to implement or modify the
8 Consent Judgment.

9
10 AGREED TO:

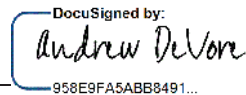
11 Dated: 08/02/2017

SHEFA LMV, LLC

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13 By:  _____

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17 Dated: August 2, 2017

AMAZON.COM, INC.

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ORDER AND JUDGMENT

Based upon the stipulated Consent Judgment between Shefa LMV, LLC and Amazon.com, Inc., the settlement is approved and the clerk is directed to enter judgment in accordance with the terms herein.

Dated: _____

Judge of the Superior Court

EXHIBIT A

1. Name of Settling Defendant: Amazon.com, Inc.
2. Name of Plaintiff: Shefa LMV, LLC
3. Person(s) to Receive Notices (Pursuant to Section 8.2):

Brian Buckley, Senior Corporate Counsel, Litigation & Regulatory
Amazon.com
2021 7th Avenue
Seattle, WA 98121
Email: brianbuc@amazon.com

Jeffrey Margulies
Norton Rose Fulbright US LLP
555 South Flower Street, Forty-First Floor
Los Angeles, California 90071
Email: jeff.margulies@nortonrosefulbright.com
4. Date of 60-Day Notice of Violation (Pursuant to Section 1.3): See Exhibit B
5. Complaint Naming Settling Defendant (Pursuant to Section 1.4): *Shefa LMV, LLC v. New World Imports., Inc., et al.*, Los Angeles County Superior Court No. BC561056
 - a. Date Complaint Filed: November 13, 2015 (Doe Amendment)
6. Covered Products Applicable to Defendant (Pursuant to Sections 1.2, 1.3, 2.1, 3.1, 3.2, 7.1, 7.2, 7.3 and 7.4):

See Exhibit B
7. Defendant's Section 3.3 Product(s):

See Exhibit B
8. Defendant's Settlement Payment and Allocation (Pursuant to Section 5.1):

Total Settlement Payment: \$19,900.00
Civil Penalty (payable to Shefa LMV, LLC): \$2,500.00
Payment in Lieu of Civil Penalty (PILP): \$ N/A
Shefa Fees and Costs (payable to the Law Office of Daniel N. Greenbaum): \$17,400.00

Checks payable to “Shefa LMV, LLC” or the “Law Office of Daniel N. Greenbaum” shall be delivered to counsel for Shefa as set forth in Section 8.1.

EXHIBIT B

13-09-23 NOV

<u>Product Category</u>	<u>Specific Product</u>	<u>UPC</u>	<u>Manufacturer</u>
Shampoo	Borghese Modena	855844003034	Primary One Brand, Inc.

14-01-16 NOV

<u>Product Category</u>	<u>Specific Product</u>	<u>UPC</u>	<u>Manufacturer/Distributor</u>
Shampoo	Salerm Cosmetics Protein Shampoo	8420282010306	SALERM PROFESSIONAL COSMETICS OF CALIFORNIA, INC.

14-07-11 NOV

<u>Product Category</u>	<u>Specific Product</u>	<u>UPC</u>	<u>Manufacturer/Distributor</u>
Shower Oil	Seba Med Cleansing Shower Oil	850039001116	PHYSICIAN LABORATORIES INC.
Hair Tint	Fun betty hot pink	857435004109	Betty Beauty, Inc.
Shampoo	H2K Sensual with Vitamin E	4893336520283	H2K of Harrogate

15-01-27 NOV

<u>Product Category</u>	<u>Specific Product</u>	<u>UPC</u>	<u>Manufacturer/Distributor</u>
Pet Shampoo	Durvet Enhance clarifying shampoo	813049003211	Rare Valley Resources, Inc.; Durvet, Inc.

DEA

15-02-24 NOV

Product Category	Specific Product	UPC	Manufacturer/Distributor
Face Wash	Look & Feel by Caroline Chu	837654543368	Caroline Chu Inc.