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7 CENTER FOR ENVIRONMENTAL HEALTH

8
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 COUNTY OF ALAMEDA

11
12 Coordination Proceeding Special Title:) Judicial Council Coordination
13 PROPOSITION 65 COCAMIDE DEA CASES) Proceeding
14 _____) Case No. 4765
15 This Document Relates To:) **[PROPOSED] CONSENT**
16 ALL CONSOLIDATED CASES) **JUDGMENT**
17 _____)

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1 **1. INTRODUCTION**

2 1.1 The parties to this Consent Judgment (“Parties”) are the Center for
3 Environmental Health (“CEH”), Shefa LMV, LLC (“Shefa”), and the defendants identified in
4 Exhibit A (“Settling Defendants”). CEH, Shefa, and Settling Defendants are referred to
5 collectively as the “Parties.” CEH and Shefa are referred to collectively as “Plaintiffs.”

6 1.2 Each Settling Defendant manufactures, distributes, and/or sells types of
7 products identified on the Exhibit A for such Settling Defendant that contain coconut oil
8 diethanolamine condensate (cocamide diethanolamine) (“cocamide DEA”) in the State of
9 California or has done so in the past.

10 1.3 On the date(s) identified on the Exhibit A for each Settling Defendant, CEH
11 and/or Shefa served 60-Day Notices of Violation under Proposition 65 (The Safe Drinking Water
12 and Toxic Enforcement Act of 1986, California Health & Safety Code §§ 25249.5, *et seq.*)
13 (“Notices”) to each Settling Defendant, the California Attorney General, the District Attorneys of
14 every County in the State of California, and the City Attorneys for every City in the State of
15 California with a population greater than 750,000. The Notices allege violations of Proposition
16 65 with respect to the presence of cocamide DEA in the types of products identified in Exhibit A.

17 1.4 On the date(s) identified on the Exhibit A for each Settling Defendant, CEH
18 and/or Shefa filed the Complaints applicable to the Settling Defendants (“Complaints”) for the
19 Proposition 65 Actions identified in Exhibit A, naming each Settling Defendant on the dates
20 identified in Exhibit A.

21 1.5 For purposes of this Consent Judgment only, the Parties stipulate that: (i) this
22 Court has jurisdiction over the allegations of violations contained in the operative Complaints
23 applicable to Settling Defendants and personal jurisdiction over Settling Defendants as to the acts
24 alleged in the Complaints; (ii) venue is proper in the County of Alameda; and (iii) this Court has
25 jurisdiction to enter this Consent Judgment.

26 1.6 Nothing in this Consent Judgment is or shall be construed as an admission by
27 the Parties of any fact, conclusion of law, issue of law, or violation of law, nor shall compliance
28 with the Consent Judgment constitute or be construed as an admission by the Parties of any fact,

1 conclusion of law, issue of law, or violation of law. Nothing in this Consent Judgment shall
2 prejudice, waive, or impair any right, remedy, argument, or defense the Parties may have in any
3 other legal proceeding. This Consent Judgment is the product of negotiation and compromise and
4 is accepted by the Parties for purposes of settling, compromising, and resolving issues disputed in
5 this action.

6 **2. DEFINITIONS**

7 2.1 “Covered Products” means the types of products identified on the Exhibit A
8 for each Settling Defendant.

9 2.2 “Effective Date” means the date on which this Consent Judgment is entered by
10 the Court.

11 **3. INJUNCTIVE RELIEF**

12 3.1 **Reformulation of Covered Products.** As of the Effective Date, Settling
13 Defendants shall not manufacture, distribute, sell, or offer for sale any Covered Product that
14 contains cocamide DEA and that will be sold or offered for sale to California consumers. For
15 purposes of this Consent Judgment, a product “contains cocamide DEA” if cocamide DEA is an
16 intentionally added ingredient in the product and/or part of the product formulation.

17 3.2 **Specification to Suppliers.** No more than thirty (30) days after the Effective
18 Date, Settling Defendants shall issue specifications to their suppliers of Covered Products
19 requiring that Covered Products not contain any cocamide DEA, and shall instruct each supplier
20 to use reasonable efforts to eliminate Covered Products containing cocamide DEA on a
21 nationwide basis.

22 3.3 **Action Regarding Specific Products.**

23 3.3.1 On or before the Effective Date, each Settling Defendant shall cease
24 selling the specific products (if any) identified as Section 3.3 Products on the Exhibit A for such
25 Settling Defendant (“Section 3.3 Products”) in California unless such products have been
26 reformulated such that they do not contain cocamide DEA. On or before the Effective Date, each
27 Settling Defendant shall also: (i) cease shipping the Section 3.3 Products to any of its stores
28 and/or customers that resell the Section 3.3 Products in California; and (ii) send instructions to its

1 stores and/or customers that resell the Section 3.3 Products in California instructing them either
2 to: (a) return all the Section 3.3 Products to Settling Defendant for destruction, or (b) directly
3 destroy the Section 3.3 Products. The requirements of this Section apply only to those Section
4 3.3 Products that contain cocamide DEA.

5 3.3.2 Any destruction of Section 3.3 Products shall be in compliance with
6 all applicable laws.

7 3.3.3 Within sixty (60) days of the Effective Date, Settling Defendants
8 shall provide CEH with written certification from Settling Defendants confirming compliance
9 with the requirements of this Section 3.3.

10 **4. ENFORCEMENT**

11 4.1 Plaintiffs may, by motion or application for an order to show cause before the
12 Superior Court of Alameda County, enforce the terms and conditions contained in this Consent
13 Judgment. Prior to bringing any motion or application to enforce the requirements of Section 3
14 above, Plaintiffs shall provide Settling Defendant(s) with a Notice of Violation and a copy of any
15 test results which purportedly support the Notice of Violation. The Parties shall then meet and
16 confer regarding the basis for the anticipated motion or application in an attempt to resolve it
17 informally, including providing Settling Defendant(s) with a reasonable opportunity of at least
18 thirty (30) days to cure any alleged violation. Should such attempts at informal resolution fail,
19 Plaintiffs may file an enforcement motion or application. This Consent Judgment may only be
20 enforced by the Parties.

21 **5. PAYMENTS**

22 5.1 **Payments by Settling Defendants.** Within five (5) business days of the
23 Effective Date, each Settling Defendant or group of Settling Defendants identified together on
24 Exhibit A (“Settling Defendant Group”) shall pay the settlement payment identified for each
25 Settling Defendant or Settling Defendant Group on the Exhibit A for each Settling Defendant or
26 Settling Defendant Group. The total settlement amount for each Settling Defendant or Settling
27 Defendant Group shall be paid pursuant to the instructions outlined in Exhibit A. The funds paid
28 by Settling Defendants shall be allocated, as identified in Exhibit A, between the following

1 categories:

2 5.1.1 A civil penalty pursuant to Health & Safety Code § 25249.7(b),
3 with such money to be apportioned by Plaintiff CEH and/or Shefa as identified on the Exhibit A
4 for the Settling Defendant or group of Settling Defendants in accordance with Health & Safety
5 Code § 25249.12 (25% to CEH and 75% to the State of California’s Office of Environmental
6 Health Hazard Assessment).

7 5.1.2 A payment in lieu of civil penalty to CEH pursuant to Health &
8 Safety Code § 25249.7(b) and California Code of Regulations, Title 11, § 3203(b). CEH will use
9 such funds to continue its work educating and protecting people from exposures to toxic
10 chemicals. CEH may also use a portion of such funds to monitor compliance with this Consent
11 Judgment and to purchase and test Settling Defendants’ products to confirm compliance. In
12 addition, as part of its Community Environmental Action and Justice Fund, CEH will use four
13 percent (4%) of such funds to award grants to grassroots environmental justice groups working to
14 educate and protect people from exposures to toxic chemicals. The method of selection of such
15 groups can be found at the CEH web site at www.ceh.org/justicefund.

16 5.1.3 A reimbursement of a portion of Plaintiffs’ reasonable attorneys’
17 fees and costs.

18 **6. MODIFICATION**

19 6.1 **Written Consent.** This Consent Judgment may be modified from time to
20 time by express written agreement of the Parties with the approval of the Court, or by an order of
21 this Court upon motion and in accordance with law.

22 6.2 **Meet and Confer.** Any Party seeking to modify this Consent Judgment shall
23 attempt in good faith to meet and confer with all affected Parties prior to filing a motion to
24 modify the Consent Judgment.

25 **7. CLAIMS COVERED AND RELEASED**

26 7.1 This Consent Judgment is a full, final, and binding resolution between (i) CEH
27 on behalf of itself and the public interest; (ii) Shefa on behalf of itself and the public interest; and
28 (iii) Settling Defendants, and their parents, subsidiaries, affiliated entities that are under common

1 ownership, directors, officers, employees, and attorneys (“Defendant Releasees”), and each entity
2 to whom they directly or indirectly distribute or sell Covered Products, including but not limited
3 to distributors, wholesalers, customers, retailers, franchisees, cooperative members, licensors, and
4 licensees (“Downstream Defendant Releasees”); of any violation of Proposition 65 that was or
5 could have been asserted in the Complaints against Settling Defendants, Defendant Releasees,
6 and Downstream Defendant Releasees, based on failure to warn about alleged exposure to
7 cocamide DEA contained in Covered Products that were sold by Settling Defendants prior to the
8 Effective Date.

9 7.2 Compliance with the terms of this Consent Judgment by Settling Defendants
10 and Defendant Releasees shall constitute compliance with Proposition 65 by Settling Defendants,
11 Defendant Releasees, and Downstream Defendant Releasees with respect to any alleged failure to
12 warn about cocamide DEA in Covered Products manufactured, distributed, or sold by Settling
13 Defendants after the Effective Date.

14 7.3 Nothing in this Section 7 affects Plaintiffs’ right to commence or prosecute an
15 action under Proposition 65 against any person other than Settling Defendants, Defendant
16 Releasees, or Downstream Defendant Releasees.

17 **8. NOTICE**

18 8.1 When CEH is entitled to receive any notice under this Consent Judgment, the
19 notice shall be sent by first class and electronic mail to:

20 Mark N. Todzo
21 Lexington Law Group
22 503 Divisadero Street
23 San Francisco, CA 94117
24 mtodzo@lexlawgroup.com

25 8.2 When Shefa is entitled to receive any notice under this Consent Judgment, the
26 notice shall be sent by first class and electronic mail to:

27 Daniel N. Greenbaum
28 Law Office of Daniel N. Greenbaum
14752 Otsego Street
Sherman Oaks, CA 91403
danielgreenbaumesq@gmail.com

1
2 8.3 When any Settling Defendant is entitled to receive any notice under this
3 Consent Judgment, the notice shall be sent by first class and electronic mail to the person
4 identified on the Exhibit A for that Settling Defendant.

5 8.4 Any Party may modify the person and address to whom the notice is to be sent
6 by sending the other Party notice by first class and electronic mail.

7 **9. COURT APPROVAL**

8 9.1 This Consent Judgment shall become effective upon entry by the Court.
9 Plaintiffs shall prepare and file a Motion for Approval of this Consent Judgment and Settling
10 Defendants shall support entry of this Consent Judgment.

11 9.2 If this Consent Judgment is not entered by the Court, it shall be of no force or
12 effect and shall never be introduced into evidence or otherwise used in any proceeding for any
13 purpose other than to allow the Court to determine if there was a material breach of Section 9.1.

14 **10. ATTORNEYS' FEES**

15 10.1 Should Plaintiffs prevail on any motion, application for an order to show
16 cause, or other proceeding to enforce a violation of this Consent Judgment, Plaintiffs shall be
17 entitled to their reasonable attorneys' fees and costs incurred as a result of such motion or
18 application. Should a Settling Defendant prevail on any motion application for an order to show
19 cause or other proceeding, that Settling Defendant may be awarded its reasonable attorneys' fees
20 and costs against Plaintiffs as a result of such motion or application upon a finding by the Court
21 that Plaintiffs' prosecution of the motion or application lacked substantial justification. For
22 purposes of this Consent Judgment, the term substantial justification shall carry the same meaning
23 as used in the Civil Discovery Act of 1986, Code of Civil Procedure §§ 2016, *et seq.*

24 10.2 Except as otherwise provided in this Consent Judgment, each Party shall bear
25 its own attorneys' fees and costs.

26 10.3 Nothing in this Section 10 shall preclude a Party from seeking an award of
27 sanctions pursuant to law.

28 **11. OTHER TERMS**

1 11.1 The terms of this Consent Judgment shall be governed by the laws of the State
2 of California.

3 11.2 This Consent Judgment shall apply to and be binding upon CEH, Shefa, and
4 Settling Defendants, and their respective divisions, subdivisions, and subsidiaries, and the
5 successors or assigns of any of them.

6 11.3 This Consent Judgment contains the sole and entire agreement and
7 understanding of the Parties with respect to the entire subject matter hereof, and any and all prior
8 discussions, negotiations, commitments, or understandings related thereto, if any, are hereby
9 merged herein and therein. There are no warranties, representations, or other agreements between
10 the Parties except as expressly set forth herein. No representations, oral or otherwise, express or
11 implied, other than those specifically referred to in this Consent Judgment have been made by any
12 Party hereto. No other agreements not specifically contained or referenced herein, oral or
13 otherwise, shall be deemed to exist or to bind any of the Parties hereto. No supplementation,
14 modification, waiver, or termination of this Consent Judgment shall be binding unless executed in
15 writing by the Party to be bound thereby. No waiver of any of the provisions of this Consent
16 Judgment shall be deemed or shall constitute a waiver of any of the other provisions hereof
17 whether or not similar, nor shall such waiver constitute a continuing waiver.

18 11.4 Nothing in this Consent Judgment shall release, or in any way affect any rights
19 that any Settling Defendant might have against any other party, whether or not that party is a
20 Settling Defendant.

21 11.5 This Court shall retain jurisdiction of this matter to implement or modify the
22 Consent Judgment.

23 11.6 The stipulations to this Consent Judgment may be executed in counterparts
24 and by means of facsimile or portable document format (pdf), which taken together shall be
25 deemed to constitute one document.

26 11.7 Each signatory to this Consent Judgment certifies that he or she is fully
27 authorized by the Party he or she represents to stipulate to this Consent Judgment and to enter into
28 and execute the Consent Judgment on behalf of the Party represented and legally to bind that

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Party.

11.8 The Parties, including their counsel, have participated in the preparation of this Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties. This Consent Judgment was subject to revision and modification by the Parties and has been accepted and approved as to its final form by all Parties and their counsel. Accordingly, any uncertainty or ambiguity existing in this Consent Judgment shall not be interpreted against any Party as a result of the manner of the preparation of this Consent Judgment. Each Party to this Consent Judgment agrees that any statute or rule of construction providing that ambiguities are to be resolved against the drafting Party should not be employed in the interpretation of this Consent Judgment and, in this regard, the Parties hereby waive California Civil Code § 1654.


IT IS SO ORDERED:

Dated: _____, 2014

Judge of the Superior Court

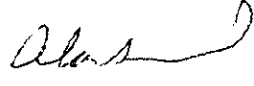
IT IS SO STIPULATED:

CENTER FOR ENVIRONMENTAL HEALTH



Charlie Pizarro
Associate Director

SHEFA LMV, LLC



Alisa Fried
Managing Member

Dated: 30th, OCTOBER, 2014

BENESTAR CORP.
Defendant Name


Signature

FAIZ JOHNNY JARUFE
Printed Name

PRESIDENT
Title

Dated: 8/26, 2014

Burwell Industries, Inc., dba Bloom Bath & Body
and dba Margot Elena Companies and Collections



Signature
Paul Burlew
CEO

Dated: Sept 25, 2014

CASWELL MASSEY LLC
Defendant Name


Carlos Timiras
Signature

CARLOS TIMIRAS
Printed Name

CEO
Title

Dated: October 3, 2014, 2014

Cococare Products, Inc.
Defendant Name


Signature

Gerald J. Dubin
Printed Name

President
Title

Dated: 29 AUG, 2014

CROWN LABORATORIES
Defendant Name

Joel J. Gonce
Signature

JOEL GONCE
Printed Name

HEAD of Regulatory Affairs
Title

Dated: November 24, 2014

Dermatologic Cosmetic Laboratories Ltd.
Defendant Name



Signature

Cherry Robinson

Printed Name

President and CEO

Title

Dated: August 27, 2014

FragranceNet.com, Inc.
Defendant Name


Signature

Jason S. Apfel
Printed Name

President & Chief Operating Officer
Title

Dated: September 5, 2014

J Beverly Hills, Inc.
Defendant Name


Signature

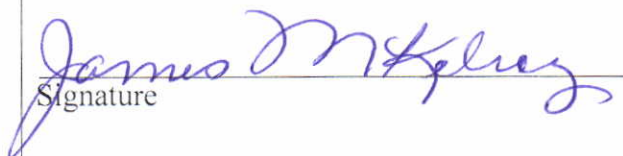
Charles Naaman
Printed Name

Vice President
Title

Dated: August 14th, 2014

J. Strickland & Co.

Defendant Name


Signature

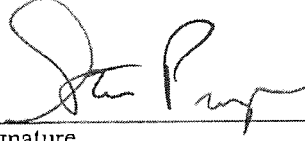
James McKelroy
Printed Name

Executive Vice President
Title

Dated: 9/16, 2014

The Kroger Co.
Ralphs Grocery Company

Defendant Name



Signature

Steve Prough

Printed Name

UP, Legal Services

Title

Dated: September 9, 2014

Lotta Luv LLC

Defendant Name

Steph Fogelson
Signature

Steph Fogelson

Printed Name

Member
Title

Dated: August 27, 2014

McKesson Corporation

Defendant Name

Willie C. Bogan

Signature

Willie C. Bogan

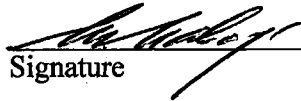
Printed Name

Secretary

Title

Dated: September 5th, 2014

Pacific Marketing Alliance, Inc., dba PMAI
Defendant Name


Signature

Masahiko Nakajima
Printed Name

General Manager
Title


Dated: October 9, 2014

Pyranha Inc
Defendant Name

Larry Spears
Signature

Larry Spears
Printed Name

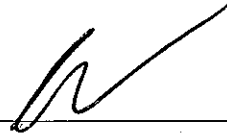
CEO
Title

<p>Dated: <u>October 16</u>, 2014</p>	<p><u>SEXY HAIR CONCEPTS, LLC</u> Defendant Name</p> <p><u></u> Signature</p> <p><u>Mark Milner</u> Printed Name</p> <p><u>CFO</u> Title</p>
---------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Dated: August __, 2014

Sunny Marketing Systems, Inc.
Defendant Name

Signature



John Kang
Printed Name

President
Title

Dated: 2ND DEC, 2014

TAYLOR OF OLD BOND STREET LIMITED

Defendant Name

B.M.Klein

Signature

BARRY KLEIN

Printed Name

MANAGING DIRECTOR

Title

Dated: August 28, 2014

Zotos International, Inc.
Defendant Name

Signature



Ronald Krassin
Printed Name

President and CEO
Title

EXHIBIT A
Settling Defendants

1
2 **1. Name of Settling Defendant:** Benestar Corporation

3 **2. Name of Plaintiffs:** Center for Environmental Health and Shefa LMV, LLC

4 **3. Persons to Receive Notices (Pursuant to Section 8.3):**

5 Johnny Jarufe
6 Benestar Corporation
7 2001 W. Main Street, Suite 275
8 Stamford, CT 06902
9 johnny.jarufe@gehwolfootcare.com

Michael Steel
Morrison & Foerster LLP
425 Market Street
San Francisco, CA 94105
msteel@mofo.com

8 **4. Date of 60-Day Notices of Violation (Pursuant to Section 1.3):**

- 9 - August 6, 2014 (nail protection products): Sent by Shefa
10 - November 6, 2014 (shampoo and liquid soaps and powdered soaps): Sent by CEH

11 **5. Complaints Naming Defendant (Pursuant to Section 1.4):** *Shefa LMV, LLC v. House of Beauty, Inc., et al.*, L.A.C.S.C. Case No. BC 561055; *CEH v. Noevir U.S.A., Inc., et al.*, A.C.S.C. Case No. RG 14-739157

12 **a. Date Complaints Filed:** October 17, 2014 (*House of Beauty*); September 3, 2014 (*Noevir*)

13 **b. Date Defendant Named in Complaints:** December 19, 2014 (*House of Beauty*); January 12, 2015 (*Noevir*)

14 **6. Covered Products Applicable to Defendant (Pursuant to Sections 1.2, 1.3, 2.1, 3.1, 3.2, 7.1, and 7.2):**

15 Shampoo and liquid soaps and powdered soaps such as hand soaps, face soaps, soap sheets, body washes, pet soaps, shower gels, foot baths, and bubble baths

16 Skin creams such as facial masks and shaving creams

17 Hairspray and hair treatments such as hairspray, mousse, and hair masks

18 Nail protection products

19 **7. Defendant's Section 3.3 Product (Pursuant to Sections 3.3.1, 3.3.2, and 3.3.3):** Gehwol Nail Protection Pen, UPC No. 4013474117033

20 **8. Defendant's Settlement Payment and Allocations (Pursuant to Section 5.1):**

21 Total Settlement Payment: \$ 27,500
22 Civil Penalty (payable to Shefa LMV, LLC): \$ 3,575
23 Payment in Lieu of Civil Penalty (payable to the Center for Environmental Health): \$ 3,575
24 Total Attorneys' Fees and Costs: \$ 20,350
- LLG Fees and Costs (payable to the Lexington Law Group): \$ 11,000
- Shefa Fees and Costs (payable to the Law Office of Daniel N. Greenbaum): \$ 9,350

25 Checks payable to the "Center for Environmental Health" or the "Lexington Law Group" shall be delivered to counsel for CEH as set forth in Section 8.1.

26 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 8.2.

EXHIBIT A
Settling Defendants

1
2 **1. Name of Settling Defendant:** Burwell Industries, Inc. dba Bloom Bath & Body and dba Margot Elena
3 Collections and Companies

4 **2. Name of Plaintiffs:** Center for Environmental Health and Shefa LMV, LLC

5 **3. Persons to Receive Notices (Pursuant to Section 8.3):**

6 Paul Burlew
7 Burwell Industries, Inc.
8 6890 S. Emporia Street
9 Centennial, CO 80112
10 burewellinc@aol.com

Bruce Nye
Adams Nye Becht LLP
222 Kearny Stret, Suite 700
San Francisco, CA 94108
bnye@adamsnye.com

11 **4. Date of 60-Day Notices of Violation (Pursuant to Section 1.3):**

- 12 - June 13, 2014 (body soap): Sent by Shefa
13 - October 6, 2014 (shampoo and liquid soaps): Sent by CEH
14 - October 6, 2014 (skin creams): Sent by CEH

15 **5. Complaints Naming Defendant (Pursuant to Section 1.4):** *Shefa LMV, LLC v. Petco Animal Supplies,*
16 *Inc., et al.*, L.A.C.S.C. Case No. BC 520413; *CEH v. Noevir U.S.A., Inc., et al.*, A.C.S.C. Case No. RG 14-
17 739157

18 **a. Date Complaints Filed:** September 4, 2013 (*Petco*); September 3, 2014 (*Noevir*)

19 **b. Date Defendants Named in Complaint:** October 17, 2014 (*Petco*); December 16, 2014 (*Noevir*)

20 **6. Covered Products Applicable to Defendant (Pursuant to Sections 1.2, 1.3, 2.1, 3.1, 3.2, 7.1, and 7.2):**

21 Shampoo and liquid soaps such as hand soaps, face soaps, soap sheets, body washes, pet soaps,
22 shower gels, and bubble baths

23 Skin creams such as facial masks and shaving creams

24 Hairspray and hair treatments such as hairspray, mousse, and hair masks

25 **7. Defendant's Section 3.3 Product (Pursuant to Sections 3.3.1, 3.3.2, and 3.3.3):** Apotheke: M Body
26 Soap, SKU No. 696166111164

27 **8. Defendant's Settlement Payment and Allocations (Pursuant to Section 5.1):**

28 Total Settlement Payment: \$ 17,500
Civil Penalty (payable to Shefa LMV, LLC): \$ 2,275
Payment in Lieu of Civil Penalty (payable to the Center for Environmental Health): \$ 2,275
Total Attorneys' Fees and Costs: \$ 12,950
- LLG Fees and Costs (payable to the Lexington Law Group): \$ 8,750
- Shefa Fees and Costs (payable to the Law Office of Daniel N. Greenbaum): \$ 4,200

Checks payable to the "Center for Environmental Health" or the "Lexington Law Group" shall be delivered to counsel for CEH as set forth in Section 8.1.

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 8.2.

EXHIBIT A
Settling Defendants

1
2 **1. Name of Settling Defendant:** Caswell-Massey, LLC

3 **2. Name of Plaintiff:** Center for Environmental Health

4 **3. Persons to Receive Notices (Pursuant to Section 8.3):**

5 David Bruzzi, Controller
6 Caswell-Massey, LLC
7 29 Northfield Avenue
8 Edison, NJ 08837

Albert T. Liou
LK P Global Law, LLP
1901 Avenue of the Stars, Suite 480
Los Angeles, CA 90067
aliou@lkpgl.com

8 **4. Date of 60-Day Notice of Violation (Pursuant to Section 1.3):** October 11, 2013

9 **5. Complaint Naming Defendant (Pursuant to Section 1.4):** *CEH v. Mudlark Papers, Inc., et al.*, A.C.S.C.
Case No. RG 13-707833

10 **a. Date Complaint Filed:** December 23, 2013

11 **b. Date Defendant Named in Complaint:** March 12, 2014

12 **6. Covered Products Applicable to Defendant (Pursuant to Sections 1.2, 1.3, 2.1, 3.1, 3.2, 7.1, and 7.2):**

13 Shampoo and liquid soaps such as hand soaps, face soaps, soap sheets, body washes, pet soaps,
14 shower gels, and bubble baths

15 Skin creams such as facial masks and shaving creams

16 Hairspray and hair treatments such as hairspray, mousse, and hair masks

17 **7. Defendant's Section 3.3 Products (Pursuant to Sections 3.3.1, 3.3.2, and 3.3.3):** (i) Dr. Hunter's
18 Rosemary & Glycerin Hair Wash, SKU No. 0-08292-07529, Item No. 16110; (ii) Almond & Aloe Classic
19 Liquid Soap; (iii) Almond & Aloe Signature Liquid Soap; (iv) Sandalwood Foaming Bath Gel; (v) Dr.
20 Hunter's Original Body Cleanser

21 **8. Defendant's Settlement Payment and Allocations (Pursuant to Section 5.1):**

22 Total Settlement Payment: \$ 17,500

23 1st Payment:

- 24 - Civil Penalty (payable to the Center for Environmental Health): \$ 1,925
25 - Payment in Lieu of Civil Penalty (payable to the Center for Environmental Health): \$ 2,625
26 - CEH Fees and Costs (payable to the Center for Environmental Health): \$ 450

27 2nd Payment:

- 28 - LLG Fees and Costs (payable to the Lexington Law Group): \$ 3,700
- CEH Fees and Costs (payable to the Center for Environmental Health): \$ 1,300

3rd Payment:

- LLG Fees and Costs (payable to the Lexington Law Group): \$ 7,500

Checks payable to the "Center for Environmental Health" or the "Lexington Law Group" shall be delivered to counsel for CEH as set forth in Section 8.1.

The 1st payment is due within five (5) business days after the date on which the Consent Judgment is entered by the Court (the "Effective Date"). The 2nd payment is due ninety (90) days after LLG receives the 1st payment. The 3rd payment is due ninety (90) days after LLG receives the 2nd payment.

EXHIBIT A
Settling Defendants

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1. **Name of Settling Defendant:** Cococare Products, Inc.
2. **Name of Plaintiff:** Center for Environmental Health
3. **Persons to Receive Notices (Pursuant to Section 8.3):**

Gerald J. Dubin	Nicholas W. Sarris
Joanne Schlesinger	Peckar & Abramson, P.C.
Cococare Products, Inc.	1875 Century Park East, Suite 550
85 Franklin Road	Los Angeles, CA 90067
Dover, NJ 07801	nSarris@pecklaw.com
info@cococare.com	
4. **Date of 60-Day Notice of Violation (Pursuant to Section 1.3):** August 8, 2014
5. **Complaint Naming Defendant (Pursuant to Section 1.4):** *CEH v. Noevir U.S.A., Inc., et al.*, A.C.S.C. Case No. RG 14-739157
 - a. **Date Complaint Filed:** September 3, 2014
 - b. **Date Defendant Named in Complaint:** December 16, 2014
6. **Covered Products Applicable to Defendant (Pursuant to Sections 1.2, 1.3, 2.1, 3.1, 3.2, 7.1, and 7.2):**
 - Shampoo and liquid soaps such as hand soaps, face soaps, soap sheets, body washes, pet soaps, shower gels, and bubble baths
 - Skin creams such as facial masks and shaving creams
 - Hairspray and hair treatments such as hairspray, mousse, and hair masks
7. **Defendant's Section 3.3 Product (Pursuant to Sections 3.3.1, 3.3.2, and 3.3.3):** Cococare Coconut Shampoo, SKU No. 0-75707-02150-4
8. **Defendant's Settlement Payment and Allocations (Pursuant to Section 5.1):**

Total Settlement Payment:	\$ 17,500
Civil Penalty (payable to the Center for Environmental Health):	\$ 1,925
Payment in Lieu of Civil Penalty (payable to the Center for Environmental Health):	\$ 2,625
Total Attorneys' Fees and Costs:	\$ 12,950
- LLG Fees and Costs (payable to the Lexington Law Group):	\$ 11,200
- CEH Fees and Costs (payable to the Center for Environmental Health):	\$ 1,750

Checks payable to the "Center for Environmental Health" or the "Lexington Law Group" shall be delivered to counsel for CEH as set forth in Section 8.1.

EXHIBIT A
Settling Defendants

- 1
- 2 **1. Name of Settling Defendant:** Crown Laboratories, Inc.
- 3 **2. Name of Plaintiffs:** Center for Environmental Health and Shefa LMV, LLC
- 4 **3. Persons to Receive Notices (Pursuant to Section 8.3):**
- | | | |
|---|------------------------------|------------------------------------|
| 5 | Joel Gonce | Michael R. O'Neil |
| 6 | Crown Laboratories, Inc. | Murphy Austin Adams Schoenfeld LLP |
| 7 | 349 Lafe Cox Drive | 304 S Street |
| | Johnson City, TN 37604 | Sacramento, CA 95811 |
| | jgonce@crownlaboratories.com | moneil@murphyaustin.com |
- 8 **4. Date of 60-Day Notices of Violation (Pursuant to Section 1.3):**
- 9 - September 12, 2013 (shampoo and liquid soaps): Sent by CEH
 - 10 - July 11, 2014 (shampoo): Sent by Shefa
- 11 **5. Complaint Naming Defendant (Pursuant to Section 1.4):** *CEH v. Mudlark Papers Inc., et al.*, A.C.S.C.
Case No. RG 13-707833
- 12 **a. Date Complaint Filed:** December 23, 2013
 - 13 **b. Date Defendant Named in Complaint:** December 23, 2013
- 14 **6. Covered Products Applicable to Defendant (Pursuant to Sections 1.2, 1.3, 2.1, 3.1, 3.2, 7.1, and 7.2):**
- 15 X Shampoo and liquid soaps such as hand soaps, face soaps, soap sheets, body washes, pet soaps,
16 shower gels, and bubble baths
 - 17 Skin creams such as facial masks and shaving creams
 - 18 Hairspray and hair treatments such as hairspray, mousse, and hair masks
- 19 **7. Defendant's Section 3.3 Product (Pursuant to Sections 3.3.1, 3.3.2, and 3.3.3):** Ala Seb Medicated
Shampoo, SKU No. 3-03160-11412-0
- 20 **8. Defendant's Settlement Payment and Allocations (Pursuant to Section 5.1):**
- | | | |
|----|------------------------------------------------------------------------------------|-----------|
| 21 | Total Settlement Payment: | \$ 17,500 |
| 22 | Civil Penalty (payable to Shefa LMV, LLC): | \$ 2,275 |
| | Payment in Lieu of Civil Penalty (payable to the Center for Environmental Health): | \$ 2,275 |
| | Total Attorneys' Fees and Costs: | \$ 12,950 |
| | - LLG Fees and Costs (payable to the Lexington Law Group): | \$ 8,750 |
| | - Shefa Fees and Costs (payable to the Law Office of Daniel N. Greenbaum): | \$ 4,200 |
- 23 Checks payable to the "Center for Environmental Health" or the "Lexington Law Group" shall be delivered
24 to counsel for CEH as set forth in Section 8.1.
- 25 Checks payable to "Shefa LMV, LLC" or the "Law Office of Daniel N. Greenbaum" shall be delivered to
26 counsel for Shefa as set forth in Section 8.2.
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EXHIBIT A
Settling Defendants

1
2 **1. Name of Settling Defendant:** Dermatologic Cosmetic Laboratories Ltd.

3 **2. Name of Plaintiffs:** Center for Environmental Health and Shefa LMV, LLC

4 **3. Persons to Receive Notices (Pursuant to Section 8.3):**

5	Cherry Robinson	Michael Steel
6	Dermatologic Cosmetic Laboratories Ltd.	Morrison & Foerster LLP
7	20 Commerce Street	425 Market Street
	East Haven, CT 06512	San Francisco, CA 94105
	crobinson@dclskincare.com	msteel@mofo.com

8 **4. Date of 60-Day Notices of Violation (Pursuant to Section 1.3):**

- 9 - September 27, 2013 (shampoo and liquid soaps): Sent by CEH
10 - August 6, 2014 (shampoo): Sent by Shefa

11 **5. Complaint Naming Defendant (Pursuant to Section 1.4):** *CEH v. Noevir U.S.A., Inc., et al.*, A.C.S.C.
Case No. RG 14-739157

12 **a. Date Complaint Filed:** September 3, 2014

13 **b. Date Defendant Named in Complaint:** December 16, 2014

14 **6. Covered Products Applicable to Defendant (Pursuant to Sections 1.2, 1.3, 2.1, 3.1, 3.2, 7.1, and 7.2):**

15 Shampoo and liquid soaps such as hand soaps, face soaps, soap sheets, body washes, pet soaps,
16 shower gels, and bubble baths

17 Skin creams such as facial masks and shaving creams

18 Hairspray and hair treatments such as hairspray, mousse, and hair masks

19 **7. Defendant's Section 3.3 Product (Pursuant to Sections 3.3.1, 3.3.2, and 3.3.3):** DCL T-Shampoo,
Product ID No. DCL450 17028

20 **8. Defendant's Settlement Payment and Allocations (Pursuant to Section 5.1):**

21	Total Settlement Payment:	\$ 17,500
22	Civil Penalty (payable to Shefa LMV, LLC):	\$ 2,275
23	Payment in Lieu of Civil Penalty (payable to the Center for Environmental Health):	\$ 2,275
24	Total Attorneys' Fees and Costs:	\$ 12,950
25	- LLG Fees and Costs (payable to the Lexington Law Group):	\$ 8,750
26	- Shefa Fees and Costs (payable to the Law Office of Daniel N. Greenbaum):	\$ 4,200

27 Checks payable to the "Center for Environmental Health" or the "Lexington Law Group" shall be delivered
28 to counsel for CEH as set forth in Section 8.1.

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 8.2.

EXHIBIT A
Settling Defendants

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1. **Name of Settling Defendant:** FragranceNet.com, Inc.
2. **Name of Plaintiff:** Center for Environmental Health
3. **Persons to Receive Notices (Pursuant to Section 8.3):**

Jason S. Apfel FragranceNet.com, Inc. 900 Grand Boulevard Deer Park, NY 11729 jason@fragrancenet.com	Paul Guterman Akin Gump Strauss Hauer & Feld LLP 1333 New Hampshire Avenue, N.W. Washington, DC 20036 pgutermann@akingump.com
------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------
4. **Date of 60-Day Notices of Violation (Pursuant to Section 1.3):**
 - May 16, 2014 (shampoo and liquid soaps): Sent by CEH
 - October 6, 2014 (hairspray and hair treatments): Sent by CEH
5. **Complaint Naming Defendant (Pursuant to Section 1.4):** *CEH v. Noevir U.S.A., Inc., et al.*, A.C.S.C. Case No. RG 14-739157
 - a. **Date Complaint Filed:** September 3, 2014
 - b. **Date Defendant Named in Complaint:** September 3, 2014
6. **Covered Products Applicable to Defendant (Pursuant to Sections 1.2, 1.3, 2.1, 3.1, 3.2, 7.1, and 7.2):**
 - Shampoo and liquid soaps such as hand soaps, face soaps, soap sheets, body washes, pet soaps, shower gels, and bubble baths
 - Skin creams such as facial masks and shaving creams
 - Hairspray and hair treatments such as hairspray, mousse, and hair masks
7. **Defendant's Section 3.3 Product (Pursuant to Sections 3.3.1, 3.3.2, and 3.3.3):** Big Sexy Hair Big Volume Shampoo, SKU No. 6-46630-00369-3, Item No. 220665
8. **Defendant's Settlement Payment and Allocations (Pursuant to Section 5.1):**

Total Settlement Payment:	\$ 47,500
Civil Penalty (payable to the Center for Environmental Health):	\$ 5,225
Payment in Lieu of Civil Penalty (payable to the Center for Environmental Health):	\$ 7,125
Total Attorneys' Fees and Costs:	\$ 35,150
- LLG Fees and Costs (payable to the Lexington Law Group):	\$ 30,400
- CEH Fees and Costs (payable to the Center for Environmental Health):	\$ 4,750

Checks payable to the "Center for Environmental Health" or the "Lexington Law Group" shall be delivered to counsel for CEH as set forth in Section 8.1.

EXHIBIT A
Settling Defendants

1
2 **1. Name of Settling Defendant:** J. Strickland & Co.

3 **2. Name of Plaintiffs:** Center for Environmental Health and Shefa LMV, LLC

4 **3. Persons to Receive Notices (Pursuant to Section 8.3):**

5 James McKelroy	Steven Rosenbaum
6 J. Strickland & Co.	Covington & Burling LLP
7 10420 Desoto Road	One CityCenter, 850 Tenth Street, NW
Olive Branch, MS 38654	Washington, DC 20001
jmckelroy@jstrickland.net	srosenbaum@cov.com

8 **4. Date of 60-Day Notices of Violation (Pursuant to Section 1.3):**

- 9 - July 19, 2013 (shampoo and liquid soaps): Sent by CEH
10 - June 13, 2014 (shampoo): Sent by Shefa
11 - October 6, 2014 (skin creams, hairspray and hair treatments): Sent by CEH

12 **5. Complaints Naming Defendant (Pursuant to Section 1.4):** *Shefa LMV, LLC v. Petco Animal Supplies, Inc., et al.*, L.A.C.S.C. Case No. BC 520413; *CEH v. Biopelle, Inc., et al.*, A.C.S.C. Case No. RG 14-726964. The *Biopelle* complaint is deemed amended such that the term Products when used with respect to J. Strickland & Co. includes shampoo, liquid soaps, skin creams, and hairspray and hair treatments.

13 **a. Date Complaints Filed:** September 4, 2013 (*Petco*); May 28, 2014 (*Biopelle*)

14 **b. Date Defendant Named in Complaints:** October 17, 2014 (*Petco*); July 10, 2014 (*Biopelle*)

15 **6. Covered Products Applicable to Defendant (Pursuant to Sections 1.2, 1.3, 2.1, 3.1, 3.2, 7.1, and 7.2):**

16 Shampoo and liquid soaps such as hand soaps, face soaps, soap sheets, body washes, pet soaps, shower gels, and bubble baths

17 Skin creams such as facial masks and shaving creams

18 Hairspray and hair treatments such as hairspray, mousse, and hair masks

19 **7. Defendant's Section 3.3 Products (Pursuant to Sections 3.3.1, 3.3.2, and 3.3.3):** (i) Doo Gro Tingling Gro Shampoo with Flaking Control, SKU No. 6-49010-75170-2; (ii) Doo Gro Moisturizing Gro Shampoo, UPC No. 6-49010-75172-6

21 **8. Defendant's Settlement Payment and Allocations (Pursuant to Section 5.1):**

22 Total Settlement Payment:	\$ 37,500
Civil Penalty (payable to the Center for Environmental Health):	\$ 4,875
Payment in Lieu of Civil Penalty (payable to the Center for Environmental Health):	\$ 4,875
23 Total Attorneys' Fees and Costs:	\$ 27,750
24 - LLG Fees and Costs (payable to the Lexington Law Group):	\$ 18,750
- Shefa Fees and Costs (payable to the Law Office of Daniel N. Greenbaum):	\$ 9,000

25 Checks payable to the "Center for Environmental Health" or the "Lexington Law Group" shall be delivered to counsel for CEH as set forth in Section 8.1.

26 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 8.2.

EXHIBIT A
Settling Defendants

- 1
- 2 **1. Name of Settling Defendants:** The Kroger Co. and Ralphs Grocery Company
- 3 **2. Name of Plaintiff:** Center for Environmental Health
- 4 **3. Person to Receive Notices (Pursuant to Section 8.3):**
- 5 Gregory O'Hara
6 Nixon Peabody LLP
7 2 Palo Alto Square, Suite 500
8 3000 El Camino Real
9 Palo Alto, CA 94306
10 gohara@nixonpeabody.com
- 11 **4. Date of 60-Day Notice of Violation (Pursuant to Section 1.3):** October 18, 2013
- 12 **5. Complaint Naming Defendants (Pursuant to Section 1.4):** *CEH v. Skinfood USA, Inc., et al.*, A.C.S.C.
Case No. RG 13-707307
- 13 **a. Date Complaint Filed:** December 18, 2013
- 14 **b. Date Defendants Named in Complaint:** March 12, 2014
- 15 **6. Covered Products Applicable to Defendants (Pursuant to Sections 1.2, 1.3, 2.1, 3.1, 3.2, 7.1, and 7.2):**
- 16 Shampoo and liquid soaps such as hand soaps, face soaps, soap sheets, body washes, pet soaps,
17 shower gels, and bubble baths
- 18 Skin creams such as facial masks and shaving creams
- 19 Hairspray and hair treatments such as hairspray, mousse, and hair masks
- 20 **7. Defendants' Section 3.3 Products (Pursuant to Sections 3.3.1, 3.3.2, and 3.3.3):** (i) Kroger Therapeutic
T+Plus Coal Tar Dandruff Shampoo, SKU No. 0-41260-33757-4; (ii) Africa's Best No-Lye Dual
Conditioning Relaxer System, SKU No. 0-34285-53000-6
- 21 **8. Defendants' Settlement Payment and Allocations (Pursuant to Section 5.1):**
- | | |
|------------------------------------------------------------------------------------|-----------|
| Total Settlement Payment: | \$ 17,500 |
| Civil Penalty (payable to the Center for Environmental Health): | \$ 1,925 |
| Payment in Lieu of Civil Penalty (payable to the Center for Environmental Health): | \$ 2,625 |
| Total Attorneys' Fees and Costs: | \$ 12,950 |
| - LLG Fees and Costs (payable to the Lexington Law Group): | \$ 11,200 |
| - CEH Fees and Costs (payable to the Center for Environmental Health): | \$ 1,750 |

22 Checks payable to the "Center for Environmental Health" or the "Lexington Law Group" shall be delivered
23 to counsel for CEH as set forth in Section 8.1.

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EXHIBIT A
Settling Defendants

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1. **Name of Settling Defendant:** Lotta Luv LLC
2. **Name of Plaintiff:** Center for Environmental Health
3. **Persons to Receive Notices (Pursuant to Section 8.3):**

Stephen L. Baker	Harry Garney
Baker & Rannells, PA	Lotta Luv LLC
575 Route 28	16 East 34th Street, 10th Floor
Raritan, NJ 08869	New York, NY 10016
s.baker@br-tmlaw.com	hgaffney@komarbrands.com
4. **Date of 60-Day Notice of Violation (Pursuant to Section 1.3):** August 7, 2013
5. **Complaint Naming Defendant (Pursuant to Section 1.4):** *CEH v. Accessory Zone, LLC, et al.*, A.C.S.C. Case No. RG 13-699752
 - a. **Date Complaint Filed:** October 18, 2013
 - b. **Date Defendant Named in Complaint:** October 18, 2013
6. **Covered Products Applicable to Defendant (Pursuant to Sections 1.2, 1.3, 2.1, 3.1, 3.2, 7.1, and 7.2):**
 - Shampoo and liquid soaps such as hand soaps, face soaps, soap sheets, body washes, pet soaps, shower gels, and bubble baths
 - Skin creams such as facial masks and shaving creams
 - Hairspray and hair treatments such as hairspray, mousse, and hair masks
7. **Defendant's Section 3.3 Product (Pursuant to Sections 3.3.1, 3.3.2, and 3.3.3):** Skinny Girl Bath Collection Shower Gel in Margarita, SKU No. 09-116-77437541-9
8. **Defendant's Settlement Payment and Allocations (Pursuant to Section 5.1):**

Total Settlement Payment:	\$ 17,500
Civil Penalty (payable to the Center for Environmental Health):	\$ 1,925
Payment in Lieu of Civil Penalty (payable to the Center for Environmental Health):	\$ 2,625
Total Attorneys' Fees and Costs:	\$ 12,950
- LLG Fees and Costs (payable to the Lexington Law Group):	\$ 11,200
- CEH Fees and Costs (payable to the Center for Environmental Health):	\$ 1,750

Checks payable to the "Center for Environmental Health" or the "Lexington Law Group" shall be delivered to counsel for CEH as set forth in Section 8.1.

EXHIBIT A
Settling Defendants

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1. **Name of Settling Defendant:** McKesson Corporation
2. **Name of Plaintiff:** Center for Environmental Health
3. **Persons to Receive Notices (Pursuant to Section 8.3):**

Trent Norris
Sarah Esmaili
Arnold & Porter LLP
3 Embarcadero Center, 10th Floor
San Francisco, CA 94111
trent.norris@aporter.com
sarah.esmaili@aporter.com
4. **Date of 60-Day Notice of Violation (Pursuant to Section 1.3):** September 12, 2013
5. **Complaint Naming Defendant (Pursuant to Section 1.4):** *CEH v. Skinfood USA, Inc., et al.*, A.C.S.C. Case No. RG 13-707307
 - a. **Date Complaint Filed:** December 18, 2013
 - b. **Date Defendant Named in Complaint:** December 18, 2013
6. **Covered Products Applicable to Defendant (Pursuant to Sections 1.2, 1.3, 2.1, 3.1, 3.2, 7.1, and 7.2):**

 Shampoo and liquid soaps such as hand soaps, face soaps, soap sheets, body washes, pet soaps, shower gels, and bubble baths

 Skin creams such as facial masks and shaving creams

 Hairspray and hair treatments such as hairspray, mousse, and hair masks
7. **Defendant's Section 3.3 Product (Pursuant to Sections 3.3.1, 3.3.2, and 3.3.3):** Sunmark Coal Tar Anti-Dandruff Shampoo, SKU No. 0-10939-74733-4
8. **Defendant's Settlement Payment and Allocations (Pursuant to Section 5.1):**

Total Settlement Payment:	\$ 27,500
Civil Penalty (payable to the Center for Environmental Health):	\$ 3,025
Payment in Lieu of Civil Penalty (payable to the Center for Environmental Health):	\$ 4,125
Total Attorneys' Fees and Costs:	\$ 20,350
- LLG Fees and Costs (payable to the Lexington Law Group):	\$ 17,600
- CEH Fees and Costs (payable to the Center for Environmental Health):	\$ 2,750

Checks payable to the "Center for Environmental Health" or the "Lexington Law Group" shall be delivered to counsel for CEH as set forth in Section 8.1.

EXHIBIT A
Settling Defendants

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1. **Name of Settling Defendant:** Pacific Marketing Alliance, Inc. dba PMAI
2. **Name of Plaintiff:** Center for Environmental Health
3. **Person to Receive Notices (Pursuant to Section 8.3):**
Catherine M. Gormley
Teraoka & Partners LLP
1 Embarcadero Center, Suite 1020
San Francisco, CA 94111
catherine@teraokalaw.com
4. **Date of 60-Day Notice of Violation (Pursuant to Section 1.3):** August 13, 2013
5. **Complaint Naming Defendant (Pursuant to Section 1.4):** *CEH v. Accessory Zone, LLC, et al.*, A.C.S.C. Case No. RG 13-699752
 - a. **Date Complaint Filed:** October 18, 2013
 - b. **Date Defendant Named in Complaint:** October 18, 2013
6. **Covered Products Applicable to Defendant (Pursuant to Sections 1.2, 1.3, 2.1, 3.1, 3.2, 7.1, and 7.2):**
 Shampoo and liquid soaps such as hand soaps, face soaps, soap sheets, body washes, pet soaps, shower gels, and bubble baths
 Skin creams such as facial masks and shaving creams
 Hairspray and hair treatments such as hairspray, mousse, and hair masks
7. **Defendant's Section 3.3 Product (Pursuant to Sections 3.3.1, 3.3.2, and 3.3.3):** Aroma Resort Body Soap in Clear Lemon & Mint, SKU No. 4-901417-174420
8. **Defendant's Settlement Payment and Allocations (Pursuant to Section 5.1):**

Total Settlement Payment:	\$ 47,500
Civil Penalty (payable to the Center for Environmental Health):	\$ 5,225
Payment in Lieu of Civil Penalty (payable to the Center for Environmental Health):	\$ 7,125
Total Attorneys' Fees and Costs:	\$ 35,150
- LLG Fees and Costs (payable to the Lexington Law Group):	\$ 30,400
- CEH Fees and Costs (payable to the Center for Environmental Health):	\$ 4,750

Checks payable to the "Center for Environmental Health" or the "Lexington Law Group" shall be delivered to counsel for CEH as set forth in Section 8.1.

EXHIBIT A
Settling Defendants

- 1
2 **1. Name of Settling Defendant:** Pyranha Incorporated
3 **2. Name of Plaintiff:** Shefa LMV, LLC
4 **3. Persons to Receive Notices (Pursuant to Section 8.3):**
5
6 Larry Spears
7 Pyranha Incorporated
8 6602 Cunningham Road
9 Austin, TX 77041
10 lspears@pyranhainc.com
11 Rebecca L. Woodson
12 McKenna Long & Aldridge LLP
13 One Market Plaza, Spear Tower, 24th Floor
14 San Francisco, CA 94105
15 rwoodson@mckennalong.com
16 **4. Date of 60-Day Notice of Violation (Pursuant to Section 1.3):** February 27, 2014
17 **5. Complaint Naming Defendant (Pursuant to Section 1.4):** *Shefa LMV LLC v. CVS Pharmacy, Inc., et al.*,
18 L.A.C.S.C. Case No. BC 520411
19 **a. Date Complaint Filed:** September 4, 2013
20 **b. Date Defendant Named in Complaint:** June 27, 2014
21 **6. Covered Products Applicable to Defendant (Pursuant to Sections 1.2, 1.3, 2.1, 3.1, 3.2, 7.1, and 7.2):**
22 Shampoo and liquid soaps such as hand soaps, face soaps, soap sheets, body washes, pet soaps,
23 shower gels, and bubble baths
24 Skin creams such as facial masks and shaving creams
25 Hairspray and hair treatments such as hairspray, mousse, and hair masks
26 **7. Defendant's Section 3.3 Product (Pursuant to Sections 3.3.1, 3.3.2, and 3.3.3):** Pyranha Revitalizing Pet
27 Shampoo, UPC No. 791738114557
28 **8. Defendant's Settlement Payment and Allocations (Pursuant to Section 5.1):**
29
30 Total Settlement Payment: \$ 17,500
31 Civil Penalty (payable to Shefa LMV, LLC): \$ 4,550
32 Payment in Lieu of Civil Penalty: \$ 0
33 Total Attorneys' Fees and Costs: \$ 12,950
34 - LLG Fees and Costs payable to the Lexington Law Group): \$ 3,500
35 - Shefa Fees and Costs (payable to the Law Office of Daniel N. Greenbaum): \$ 9,450
36
37 Checks payable to the "Center for Environmental Health" or the "Lexington Law Group" shall be delivered
38 to counsel for CEH as set forth in Section 8.1.
39
40 Checks payable to "Shefa LMV, LLC" or the "Law Office of Daniel N. Greenbaum" shall be delivered to
41 counsel for Shefa as set forth in Section 8.2.

EXHIBIT A
Settling Defendants

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1. **Name of Settling Defendant:** Sexy Hair Concepts, LLC
2. **Name of Plaintiff:** Center for Environmental Health
3. **Persons to Receive Notices (Pursuant to Section 8.3):**

James A. Geocaris	Christopher Signorello
Lewis Brisbois Bisgaard & Smith LLP	Henkel Corporation
650 Town Center Drive, Suite 1400	One Henkel Way
Costa Mesa, CA 92626	Rocky Hill, CT 06067
ames.geocaris@lewisbrisbois.com	christopher.signorello@henkel.com
4. **Date of 60-Day Notice of Violation (Pursuant to Section 1.3):** May 16, 2014
5. **Complaint Naming Defendant (Pursuant to Section 1.4):** *CEH v. Biopelle, Inc., et al.*, A.C.S.C. Case No. RG 14-726964
 - a. **Date Complaint Filed:** May 28, 2014
 - b. **Date Defendant Named in Complaint:** August 12, 2014
6. **Covered Products Applicable to Defendant (Pursuant to Sections 1.2, 1.3, 2.1, 3.1, 3.2, 7.1, and 7.2):**

<input checked="" type="checkbox"/>	Shampoo and liquid soaps such as hand soaps, face soaps, soap sheets, body washes, pet soaps, shower gels, and bubble baths
<input type="checkbox"/>	Skin creams such as facial masks and shaving creams
<input type="checkbox"/>	Hairspray and hair treatments such as hairspray, mousse, and hair masks
7. **Defendant's Section 3.3 Product (Pursuant to Sections 3.3.1, 3.3.2, and 3.3.3):** Big Sexy Hair Big Volume Shampoo, SKU No. 6-46630-00369-3, Item No. 220665
8. **Defendant's Settlement Payment and Allocations (Pursuant to Section 5.1):**

Total Settlement Payment:	\$ 17,500
Civil Penalty (payable to the Center for Environmental Health):	\$ 1,925
Payment in Lieu of Civil Penalty (payable to the Center for Environmental Health):	\$ 2,625
Total Attorneys' Fees and Costs:	\$ 12,950
- LLG Fees and Costs (payable to the Lexington Law Group):	\$ 11,200
- CEH Fees and Costs (payable to the Center for Environmental Health):	\$ 1,750

Checks payable to the "Center for Environmental Health" or the "Lexington Law Group" shall be delivered to counsel for CEH as set forth in Section 8.1.

EXHIBIT A
Settling Defendants

1
2 **1. Name of Settling Defendant:** Sunny Marketing Systems, Inc. dba Earth Therapeutics Ltd.

3 **2. Name of Plaintiffs:** Center for Environmental Health and Shefa LMV, LLC

4 **3. Persons to Receive Notices (Pursuant to Section 8.3):**

5 John Kang	Christine M. Wallace
6 Earth Therapeutics	Law Offices of Anthony S. Cannatella
7 163 East Bethpage Road	53 Orchard Street
Plainview, NY 11803	Manhasset, NY 11030
john@earththerapeutics.com	cwallace@acannatella.com

8 **4. Date of 60-Day Notices of Violation (Pursuant to Section 1.3):**

- 9 - July 11, 2014 (soap): Sent by Shefa
10 - October 6, 2014 (skin creams): Sent by CEH
11 - October 6, 2014 (hairspray and hair treatments): Sent by CEH

12 **5. Complaints Naming Defendant (Pursuant to Section 1.4):** *Shefa LMV, LLC v. Petco Animal Supplies, Inc., et al.*, L.A.C.S.C. Case No. BC 520413; *CEH v. Noevir U.S.A., Inc., et al.*, A.C.S.C. Case No. RG 14-739157

13 **a. Date Complaints Filed:** September 4, 2013 (*Petco*); September 3, 2014 (*Noevir*)

14 **b. Date Defendant Named in Complaints:** October 17, 2014 (*Petco*); December 16, 2014 (*Noevir*)

15 **6. Covered Products Applicable to Defendant (Pursuant to Sections 1.2, 1.3, 2.1, 3.1, 3.2, 7.1, and 7.2):**

16 Shampoo and liquid soaps such as hand soaps, face soaps, soap sheets, body washes, pet soaps, shower gels, and bubble baths

17 Skin creams such as facial masks and shaving creams

18 Hairspray and hair treatments such as hairspray, mousse, and hair masks

19 **7. Defendant's Section 3.3 Product (Pursuant to Sections 3.3.1, 3.3.2, and 3.3.3):** Earth Therapeutics Loofah Oatmeal and Honey, UPC No. 704694096300

20 **8. Defendant's Settlement Payment and Allocations (Pursuant to Section 5.1):**

21 Total Settlement Payment: \$ 47,500

22 Civil Penalty (payable to Shefa LMV, LLC): \$ 6,175

23 Payment in Lieu of Civil Penalty (payable to the Center for Environmental Health): \$ 6,175

Total Attorneys' Fees and Costs: \$ 35,150

- LLG Fees and Costs (payable to the Lexington Law Group): \$ 23,750

- Shefa Fees and Costs (payable to the Law Office of Daniel N. Greenbaum): \$ 11,400

24 Checks payable to the "Center for Environmental Health" or the "Lexington Law Group" shall be delivered to counsel for CEH as set forth in Section 8.1.

25 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 8.2.

EXHIBIT A
Settling Defendants

1
2 **1. Name of Settling Defendant:** Taylor of Old Bond Street Limited

3 **2. Name of Plaintiff:** Center for Environmental Health

4 **3. Persons to Receive Notices (Pursuant to Section 8.3):**

5 Barry Klein
6 Taylor of Old Bond Street
7 74 Jermyn Street
8 St. James, London
9 SW1Y 6NP, England
10 barry.klein@tayloroldbondst.co.uk

Jay W. Connolly
Seyfarth Shaw
560 Mission Street, Suite 3100
San Francisco, CA 94105
jconnolly@seyfarth.com

11 **4. Date of 60-Day Notices of Violation (Pursuant to Section 1.3):**

- May 16, 2014 (shampoo and liquid soaps)
- October 31, 2014 (skin creams)

12 **5. Complaint Naming Defendant (Pursuant to Section 1.4):** *CEH v. Noevir U.S.A., Inc., et al.*, A.C.S.C. Case No. RG 14-739157. This complaint is deemed amended such that the term Products when used with respect to Taylor of Old Bond Street Limited includes shampoo, liquid soaps, and skin creams.

13 **a. Date Complaint Filed:** September 3, 2014

14 **b. Date Defendant Named in Complaint:** September 3, 2014

15 **6. Covered Products Applicable to Defendant (Pursuant to Sections 1.2, 1.3, 2.1, 3.1, 3.2, 7.1, and 7.2):**

16 Shampoo and liquid soaps such as hand soaps, face soaps, soap sheets, body washes, pet soaps, shower gels, and bubble baths

17 Skin creams such as facial masks and shaving creams

18 Hairspray and hair treatments such as hairspray, mousse, and hair masks

19 **7. Defendant's Section 3.3 Product (Pursuant to Sections 3.3.1, 3.3.2, and 3.3.3):** Mr. Taylor's Shaving Gel, Product Code No. TB-SC-7-B

20 **8. Defendant's Settlement Payment and Allocations (Pursuant to Section 5.1):**

Total Settlement Payment:	\$ 17,500
Civil Penalty (payable to the Center for Environmental Health):	\$ 1,925
Payment in Lieu of Civil Penalty (payable to the Center for Environmental Health):	\$ 2,625
Total Attorneys' Fees and Costs:	\$ 12,950
- LLG Fees and Costs (payable to the Lexington Law Group):	\$ 11,200
- CEH Fees and Costs (payable to the Center for Environmental Health):	\$ 1,750

24 Checks payable to the "Center for Environmental Health" or the "Lexington Law Group" shall be delivered to counsel for CEH as set forth in Section 8.1.

