

**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

<b>PARTIES TO THE ACTION</b>	PLAINTIFF(S) <b>Shefa LMV LLC</b>				
	DEFENDANT(S) INVOLVED IN SETTLEMENT <b>Amazon.com, Inc.</b>				
<b>CASE INFO</b>	COURT DOCKET NUMBER <b>JCCP004765</b>			COURT NAME <b>Alameda County Superior Court</b>	
	SHORT CASE NAME <b>Proposition 65 Cocamide DEA Cases</b>				
<b>REPORT INFO</b>	INJUNCTIVE RELIEF <b>Warning label</b>				
	PAYMENT: CIVIL PENALTY <b>\$2,500</b>		PAYMENT: ATTORNEYS FEES <b>\$17,400</b>		PAYMENT: OTHER <b>0.00</b>
	WILL SETTLEMENT BE SUBMITTED TO COURT? <input checked="" type="radio"/> Yes <input type="radio"/> No		IF YES, AFTER ENTRY OF JUDGMENT BY COURT, REPORT OF ENTRY OF JUDGMENT MUST BE SUBMITTED TO ATTORNEY GENERAL		DATE SETTLEMENT SIGNED <b>5 / 2 / 2017</b>
	<b>COPY OF SETTLEMENT MUST BE ATTACHED</b>				
<b>FILER INFO</b>	NAME OF CONTACT <b>Daniel N. Greenbaum</b>				
	ORGANIZATION <b>Law Office of Daniel 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</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 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.

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, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

Coordination Proceeding  
Special Title (Rule 3.350)

PROPOSITION 65 COCAMIDE DEA  
CASES

) JUDICIAL COUNCIL COORDINATION  
) PROCEEDING NO: 4765  
)  
)  
) [*Shefa LMV, LLC v. New World Imports, Inc.,*  
) *et al.*, Los Angeles County Superior Court No.  
) BC561056]  
)  
) **[PROPOSED] CONSENT JUDGMENT AS**  
) **TO AMAZON.COM, INC.**  
)  
) Judge: Hon. George C. Hernandez, Jr.  
)  
)  
)  
)  
)  
)

1                   **1.       INTRODUCTION**

2                   1.1       The parties to this Consent Judgment (“Parties”) are Shefa LMV, LLC (“Shefa”)  
3                   and Amazon.com, Inc. (“Settling Defendant”). Shefa and Settling Defendant are referred to  
4                   collectively as the “Parties.”

5                   1.2       Plaintiff alleges that Settling Defendant manufactures, distributes, and/or sells  
6                   types of products identified on Exhibit A that contain Cocamide diethanolamine (“Cocamide  
7                   DEA”) in the State of California or has done so in the past.

8                   1.3       On the date(s) identified on Exhibit A, Shefa served 60-Day Notices of Violation  
9                   under Proposition 65 (The Safe Drinking Water and Toxic Enforcement Act of 1986, California  
10                  Health & Safety Code §§ 25249.5, et seq.) (“Notices”) to Settling Defendant, the California  
11                  Attorney General, the District Attorneys of every County in the State of California, and the City  
12                  Attorneys for every City in the State of California with a population greater than 750,000.

13                  1.4       The Notices allege violations of Proposition 65 with respect to the presence of  
14                  Cocamide DEA in the types of products identified in Exhibit B.

15                  1.5       On the date identified on Exhibit A, Shefa filed the Complaint applicable to the  
16                  Settling Defendant (“Complaint”) for the Proposition 65 Action identified in Exhibit B.

17                  1.6       For purposes of this Consent Judgment only, the Parties stipulate that: (i) this  
18                  Court has jurisdiction over the allegations of violations contained in the operative Complaint  
19                  applicable to Settling Defendant and personal jurisdiction over Settling Defendant as to the acts  
20                  alleged in the Complaint; (ii) venue is proper in the County of Alameda; and (iii) this Court has  
21                  jurisdiction to enter this Consent Judgment.

22                  1.7       Nothing in this Consent Judgment is or shall be construed as an admission by the  
23                  Parties of any fact, conclusion of law, issue of law, or violation of law, nor shall compliance with  
24                  the Consent Judgment constitute or be construed as an admission by the Parties of any fact,  
25                  conclusion of law, issue of law, or violation of law.

26                  1.8       Nothing in this Consent Judgment shall prejudice, waive, or impair any right,  
27                  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                   **4.     ENFORCEMENT**

13          4.1     Shefa may, by motion or application for an order to show cause before the  
14    Superior Court of Alameda County, enforce the terms and conditions contained in this Consent  
15    Judgment.

16          4.2     Prior to bringing any motion or application to enforce the requirements of Section  
17    3 above, Shefa shall provide Settling Defendant with a Notice of Violation and proof of purchase  
18    and a copy of any test results which purportedly support the Notice of Violation.

19          4.3     The Parties shall then meet and confer regarding the basis for the anticipated  
20    motion or application in an attempt to resolve it informally, including providing Settling  
21    Defendant(s) with a reasonable opportunity of at least thirty (30) days to cure any alleged  
22    violation.

23          4.4     Should such attempts at informal resolution fail, Shefa may file an enforcement  
24    motion or application.

25          4.5     This Consent Judgment may only be enforced by the Parties.

26                   **5.     PAYMENTS**

27          5.1     Within ten (10) business days of the Effective Date, Settling Defendant shall pay  
28    the settlement payment identified for it on Exhibit A.

1           5.2     The total settlement amount for Settling Defendant shall be paid pursuant to the  
2 instructions outlined in Exhibit A.

3           5.3     The funds paid by Settling Defendant shall be allocated, as identified in Exhibit  
4 A, between the following categories:

5           5.4     **Civil Penalty.** A civil penalty pursuant to Health & Safety Code § 25249.7(b),  
6 with such money to be apportioned by Shefa as identified on the Exhibit A for the Settling  
7 Defendant in accordance with Health & Safety Code § 25249.12 (25% to Shefa and 75% to the  
8 State of California's Office of Environmental Health Hazard Assessment).

9           5.5     **Attorney's Fees and Costs.** A reimbursement of a portion of Shefa's reasonable  
10 attorney's fees and costs.

11                   **6.     MODIFICATION**

12           6.1     **Written Consent.** This Consent Judgment may be modified from time to time by  
13 express written agreement of the Parties with the approval of the Court, or by an order of this  
14 Court upon motion and in accordance with law.

15           6.2     **Meet and Confer.** Any Party seeking to modify this Consent Judgment shall  
16 attempt in good faith to meet and confer with all affected Parties prior to filing a motion to  
17 modify the Consent Judgment.

18                   **7.     CLAIMS COVERED AND RELEASED**

19           7.1     This Consent Judgment is a full, final, and binding resolution between (i) Shefa  
20 on behalf of itself and the public interest; and (ii) Settling Defendant and its affiliates, its former  
21 affiliates ("affiliate" means a person or entity who directly or indirectly owns or controls, is  
22 owned or controlled by, or is under common ownership or control with, Settling Defendant), and  
23 their current and past directors, officers, employees and attorneys ("Defendant Releasees"), and  
24 each entity to whom any of them directly or indirectly distribute or sell Covered Products,  
25 including but not limited to distributors, wholesalers, contractors, customers, retailers,  
26 franchisees, cooperative members, licensors, and licensees ("Downstream Defendant  
27 Releasees"); of any violation of Proposition 65 that was or could have been asserted in the  
28 Complaint against Settling Defendant, Defendant Releasees, and Downstream Defendant

1 Releasees, based on failure to warn about alleged exposure to Cocamide DEA contained in  
2 Covered Products that were sold by Settling Defendant prior to the Effective Date.

3 7.2 Compliance with the terms of this Consent Judgment by Settling Defendant and  
4 Defendant Releasees shall constitute compliance with Proposition 65 by Settling Defendant,  
5 Defendant Releasees, and Downstream Defendant Releasees with respect to any alleged failure  
6 to warn about Cocamide DEA in Covered Products manufactured, distributed, or sold by Settling  
7 Defendants after the Effective Date.

8 7.3 Shefa, acting on its behalf only, releases and discharges Settling Defendant,  
9 Defendant Releasees, and Downstream Defendant Releasees from any and all known and  
10 unknown claims for alleged violations of Proposition 65 or for any other statutory or common  
11 law claims, arising from or relating to alleged exposures to Cocamide DEA in the Covered  
12 Products. It is possible that other claims not known to the parties arising out of the facts alleged  
13 in the Notice or the Complaint and relating to the Covered Products will develop or be  
14 discovered. Shefa, on behalf of itself only, acknowledges that this Consent Judgment is  
15 expressly intended to cover and include all such claims including all rights of action thereof.  
16 Shefa has full knowledge of the contents of California Civil Code section 1542. Shefa, on behalf  
17 itself only, acknowledges that the claims released above may include unknown claims, and  
18 nevertheless waives California Civil Code section 1542 as to any such unknown claims.  
19 California Civil Code section 1542 reads as follows:

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

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

26 7.4 Nothing in this Section 7 affects Shefa's right to commence or prosecute an  
27 action under Proposition 65 against any person other than Settling Defendant, Defendant  
28 Releasees, or Downstream Defendant Releasees.

**8. NOTICE**

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

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

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

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

**9. COURT APPROVAL**

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

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

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

**11. OTHER TERMS**

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

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

AGREED TO:

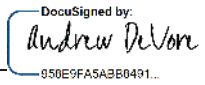
1 Dated: 5/2/2017

SHEFA LMV, LLC

2 By:  \_\_\_\_\_

3  
4  
5  
6 Dated: April 30, 2017

AMAZON.COM, INC.

7 By:  \_\_\_\_\_  
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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 7<sup>th</sup> 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 Notices 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

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

14-01-16 NOV

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

14-07-11 NOV

<b><u>Product Category</u></b>	<b><u>Specific Product</u></b>	<b><u>UPC</u></b>	<b><u>Manufacturer/Distributor</u></b>
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

<b><u>Product Category</u></b>	<b><u>Specific Product</u></b>	<b><u>UPC</u></b>	<b><u>Manufacturer/Distributor</u></b>
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.