

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>Kai USA Ltd, Universal Razor Industries, LLC &amp; Unilever United States, Inc. erroneously named as Unilever USA, Inc.</b>			
<b>CASE INFO</b>	COURT DOCKET NUMBER <b>JCCO004765</b>		COURT NAME <b>Alameda County Courthouse</b>	
	SHORT CASE NAME <b>Proposition 65 Cocamide DEA Cases</b>			
<b>REPORT INFO</b>	INJUNCTIVE RELIEF <b>Reformulation</b>			
	PAYMENT: CIVIL PENALTY <b>\$10,000</b>	PAYMENT: ATTORNEYS FEES <b>\$26,000</b>	PAYMENT: OTHER <b>0.00</b>	
	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 <b>11 / 17 / 2015</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.

1 LAW OFFICE OF DANIEL N. GREENBAUM  
Daniel N. Greenbaum, Esq. (SBN 268104)  
2 The Hathaway Building  
7120 Hayvenhurst Avenue, Suite 320  
3 Van Nuys, CA 91406  
Telephone: (818) 809-2199  
4 Facsimile: (424) 243-7689  
Email: dgreenbaum@greenbaumlawfirm.com

5 Attorney for Plaintiff SHEFA LMV, LLC

6 LEWIS BRISBOIS BISGAARD & SMITH, LLP  
7 James A. Geocaris, Esq.  
650 Town Center Drive, Suite 1400  
8 Costa Mesa, CA 92626  
Telephone: (714) 966-3129  
9 Fax: (714) 850-1030  
Email: James.Geocaris@lewisbrisbois.com

10 Attorneys for Defendants KAI USA, LTD,  
11 UNIVERSAL RAZOR INDUSTRIES, LLC.,  
12 AND UNILEVER USA, INC.

13 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
14 FOR THE COUNTY OF ALAMEDA

15  
16 Coordination Proceeding  
Special Title (Rule 3.350)

17  
18 PROPOSITION 65 DEA CASES  
19

) JUDICIAL COUNCIL COORDINATION  
) PROCEEDING NO: 4765  
)  
)  
) [*Shefa LMV, LLC v. Big Lots, Inc., et al.*, Los  
) Angeles County Superior Court No.  
) BC566941]  
)  
) **[PROPOSED] CONSENT JUDGMENT AS**  
) **TO KAI USA, LTD, UNIVERSAL RAZOR**  
) **INDUSTRIES, LLC, AND UNILEVER**  
) **UNITED STATES, INC., ERRONEOUSLY**  
) **NAMED AS UNILEVER USA, INC.**  
)  
) Judge: Hon. George C. Hernandez, Jr.  
)  
) Action filed: April 17, 2015



1 the Consent Judgment constitute or be construed as an admission by the Parties of any fact,  
2 conclusion of law, issue of law, or violation of law.

3 1.8 Nothing in this Consent Judgment shall prejudice, waive, or impair any right,  
4 remedy, argument, or defense the Parties may have in any other legal proceeding.

5 1.9 This Consent Judgment is the product of negotiation and compromise and is  
6 accepted by the Parties for purposes of settling, compromising, and resolving issues disputed in  
7 this action.

## 8 2. DEFINITIONS

9 2.1 "Covered Products" means the types of products identified on the Exhibit A for  
10 each Settling Defendant.

11 2.2 "Effective Date" means the date on which this Consent Judgment is entered by  
12 the Court.

## 13 3. INJUNCTIVE RELIEF

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

19 3.2 **Specification to Suppliers.** Settling Defendants have previously issued  
20 specifications to their suppliers of Covered Products requiring that the Covered Products not  
21 contain any DEA. Settling Defendants shall instruct all their future suppliers of Covered  
22 Products that the Covered Products not contain DEA.

23 3.3 **Action Regarding Specific Products.** Before September 1, 2015, Settling  
24 Defendants had ceased selling and shipping the specific product identified as Section 3.3  
25 Products on Exhibit "A" which contained DEA in and into California. Settling Defendants shall  
26 not sell or ship any Section 3.3 Products with DEA in or into California in the future.

1           3.4     On or before the Effective Date, Settling Defendants shall also: (i) cease shipping  
2 the Section 3.3 Products to any of its stores and/or customers that resell the Section 3.3 Products  
3 in California; and (ii) send instructions to their stores and/or customers that resell the Section 3.3  
4 Products in California instructing them either to: (a) return all the Section 3.3 Products to  
5 Settling Defendants for destruction; or (b) directly destroy the Section 3.3 Products.

6           3.5     The requirements of this Section apply only to those Section 3.3 Products that  
7 contain DEA.

8           3.6     Any destruction of Section 3.3 Products shall be in compliance with all applicable  
9 laws.

#### 10                   **4.     ENFORCEMENT**

11           4.1     Shefa 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.

14           4.2     Prior to bringing any motion or application to enforce the requirements of Section  
15 3 above, Shefa shall provide each Settling Defendant with a Notice of Violation and proof of  
16 purchase and a copy of any test results which purportedly support the Notice of Violation.

17           4.3     The Parties shall then meet and confer regarding the basis for the anticipated  
18 motion or application in an attempt to resolve it informally, including providing Settling  
19 Defendant(s) with a reasonable opportunity of at least thirty (30) days to cure any alleged  
20 violation.

21           4.4     Should such attempts at informal resolution fail, Shefa may file an enforcement  
22 motion or application.

23           4.5     This Consent Judgment may only be enforced by the Parties.

#### 24                   **5.     PAYMENTS**

25           5.1     Within ten (10) business days of the Effective Date, Settling Defendants shall pay  
26 the settlement payment identified for them on Exhibit A.

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

3           5.3     The funds paid by Settling Defendants 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 Defendants 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) each Settling Defendant and its affiliates, its  
21 former affiliates (“affiliate” means a person or entity who directly or indirectly owns or controls,  
22 is owned or controlled by, or is under common ownership or control with, a Settling Defendant),  
23 and each of their current and past directors, officers, employees and attorneys (“Defendant  
24 Releasees”), and each entity to whom any of them directly or indirectly distribute or sell  
25 Covered Products, including but not limited to distributors, wholesalers, 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

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

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

9 7.3 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 Defendants, 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 Defendants are entitled to receive any notice under this Consent  
20 Judgment, the notice shall be sent by first class and electronic mail to the person identified on  
21 the Exhibit A for each 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 Defendants shall support entry of this Consent Judgment.



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 9.2.  
4

5                           **10.     ATTORNEYS' FEES**

6           10.1     Should Shefa prevail on any motion, application for an order to show cause, or  
7 other proceeding to enforce a violation of this Consent Judgment, Shefa shall be entitled to its  
8 reasonable attorneys' fees and costs incurred as a result of such motion or application.

9           10.2     Should any Settling Defendant prevail on any motion, application for an order to  
10 show cause or other proceeding, that Settling Defendant may be awarded its reasonable  
11 attorneys' fees and costs against Shefa as a result of such motion or application upon a finding  
12 by the Court that Shefa's prosecution of the motion or application lacked substantial  
13 justification.

14           10.3     For purposes of this Consent Judgment, the term substantial justification shall  
15 carry the same meaning as used in the Civil Discovery Act of 1986, Code of Civil Procedure §§  
16 2016, et seq.

17           10.4     Except as otherwise provided in this Consent Judgment, each Party shall bear its  
18 own attorneys' fees and costs.

19           10.5     Nothing in this Section 10 shall preclude a Party from seeking an award of  
20 sanctions pursuant to law.

21                           **11.     OTHER TERMS**

22           11.1     The terms of this Consent Judgment shall be governed by the laws of the State of  
23 California.

24           11.2     This Consent Judgment shall apply to and be binding upon Shefa, Settling  
25 Defendants, their affiliates, and the successors or assigns of any of them.

26           11.3     This Consent Judgment contains the sole and entire agreement and understanding  
27 of the Parties with respect to the entire subject matter hereof, and any and all prior discussions,  
28



1 negotiations, commitments, or understandings related thereto, if any, are hereby merged herein  
2 and therein.

3 11.4 There are no warranties, representations, or other agreements between the Parties  
4 except as expressly set forth herein.

5 11.5 No representations, oral or otherwise, express or implied, other than those  
6 specifically referred to in this Consent Judgment have been made by any Party hereto.

7 11.6 No other agreements not specifically contained or referenced herein, oral or  
8 otherwise, shall be deemed to exist or to bind any of the Parties hereto.

9 11.7 No supplementation, modification, waiver, or termination of this Consent  
10 Judgment shall be binding unless executed in writing by the Party to be bound thereby.

11 11.8 No waiver of any of the provisions of this Consent Judgment shall be deemed or  
12 shall constitute a waiver of any of the other provisions hereof whether or not similar, nor shall  
13 such waiver constitute a continuing waiver.

14 11.9 Nothing in this Consent Judgment shall release, or in any way affect any rights a  
15 Settling Defendant might have against any other party, whether or not that party is a Settling  
16 Defendant.

17 11.10 This Court shall retain jurisdiction of this matter to implement or modify the  
18 Consent Judgment.

19 11.11 The stipulations to this Consent Judgment may be executed in counterparts and  
20 by means of facsimile or portable document format (pdf), which taken together shall be deemed  
21 to constitute one document.

22 11.12 Each signatory to this Consent Judgment certifies that he or she is fully  
23 authorized by the Party he or she represents to stipulate to this Consent Judgment and to enter  
24 into and execute the Consent Judgment on behalf of the Party represented and legally to bind  
25 that Party.

26 11.13 The Parties, including their counsel, have participated in the preparation of this  
27 Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties.

1           11.14 This Consent Judgment was subject to revision and modification by the Parties  
2 and has been accepted and approved as to its final form by all Parties and their counsel.

3           11.15 Accordingly, any uncertainty or ambiguity existing in this Consent Judgment  
4 shall not be interpreted against any Party as a result of the manner of the preparation of this  
5 Consent Judgment.

6           11.16 Each Party to this Consent Judgment agrees that any statute or rule of  
7 construction providing that ambiguities are to be resolved against the drafting Party should not  
8 be employed in the interpretation of this Consent Judgment and, in this regard, the Parties hereby  
9 waive California Civil Code § 1654.

10    ///

11    ///

12    ///

13    ///

14    ///

15    ///

16    ///

17    ///

18    ///

19    ///

20    ///

21    ///

22    ///

23    ///

24    ///

25    ///

26    ///

27    ///

1 AGREED TO:

2 Dated: 11/17/2015

SHEFA LMV, LLC

3  
4 By:   
5 Its: Managing Member

6  
7  
8 Dated:

UNIVERSAL RAZOR INDUSTRIES, LLC

9  
10 By: \_\_\_\_\_  
11 Its: \_\_\_\_\_

12  
13  
14 Dated:

KAI USA, LTD

15  
16 By: \_\_\_\_\_  
17 Its: \_\_\_\_\_

18  
19  
20 Dated:

UNILEVER UNITED STATES, INC.

21  
22 By: \_\_\_\_\_  
23 Its: \_\_\_\_\_

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

AGREED TO:

Dated:

SHEFA LMV, LLC

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Dated:

UNIVERSAL RAZOR INDUSTRIES, LLC

By: \_\_\_\_\_ *11/17/2015*  
Its: C.O.O.

Dated:

KAI USA, LTD

By: \_\_\_\_\_ *11/17/2015*  
Its: C.O.O.

Dated:

UNILEVER USA, INC.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

AGREED TO:

Dated:

SHEFA LMV, LLC

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Dated:

UNIVERSAL RAZOR INDUSTRIES, LLC

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Dated:

KAI USA, LTD

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Dated: 11/17/2015

UNILEVER UNITED STATES, INC.

By: Courtney Ozer  
Its: SENIOR COUNSEL - Litigation

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**ORDER AND JUDGMENT**

Based upon the stipulated Consent Judgment between Shefa LMV, LLC, and KAI USA, Ltd, Universal Razor Industries, LLC, and Unilever United States, 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 Defendants: KAI USA, Ltd., Universal Razor Industries, LLC, and Unilever United States, Inc.
2. Name of Plaintiff: Shefa LMV, LLC
3. Person(s) to Receive Notices (Pursuant to Section 8.2):  
  
LEWIS BRISBOIS BISGAARD & SMITH  
James A. Geocaris, Esq.  
650 Town Center Drive, Suite 1400  
Costa Mesa, CA 92626  
Email: James.Geocaris@lewisbrisbois.com
4. Date of 60-Day Notice of Violation (Pursuant to Section 1.3): August 28, 2014
5. Complaint Naming Settling Defendants (Pursuant to Section 1.4): *Shefa LMV, LLC v. Big Lots Stores, Inc., et al.*, Los Angeles County Superior Court No. BC566941
  - a. Date Complaint Filed: December 16, 2014
6. Covered Products Applicable to Defendants (Pursuant to Sections 1.2, 1.3, 2.1, 3.1, 3.2, 7.1, and 7.2):  
  
**x Shaving Cream**
7. Defendants' Section 3.3 Product(s) (Pursuant to Sections 3.3.1, 3.3.2, and 3.3.3):  
  
**Noxzema shave w/ aloe and lanolin; UPC: 675690496022**
8. Defendants' Settlement Payment and Allocation (Pursuant to Section 5.1):  
  
**Total Settlement Payment: \$36,000.00**  
**Civil Penalty (payable to Shefa LMV, LLC): \$10,000.00**  
**Payment in Lieu of Civil Penalty (PILP): \$ N/A**  
**Shefa Fees and Costs (payable to the Law Office of Daniel N. Greenbaum): \$26,000.00**  
  
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.