

State of California - Department of Justice - Attorney General's Office - Proposition 65 Enforcement Reporting

Attention: Prop 65 Coordinator, 1515 Clay Street, Suite 2000, Oakland, CA 94612

FORM JUS 1501
(03-01)

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

REPORT OF SETTLEMENT

Please print or type required information

☒ Original Filing ☐ Supplemental Filing ☐ Corrected Filing

PARTIES TO THE ACTION	PLAINTIFF(S) Shefa LMV LLC				
	DEFENDANT(S) INVOLVED IN SETTLEMENT Hoyu America Co.				
CASE INFO	COURT DOCKET NUMBER JCCP004765			COURT NAME Alameda County Superior Court	
	SHORT CASE NAME Proposition 65 Cocamide DEA Cases				
REPORT INFO	INJUNCTIVE RELIEF Reformulation				
	PAYMENT: CIVIL PENALTY \$2,000		PAYMENT: ATTORNEYS FEES \$8,000		For Internal Use Only
			PAYMENT: OTHER 0.00		
	WILL SETTLEMENT BE SUBMITTED TO COURT? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	IF YES, AFTER ENTRY OF JUDGMENT BY COURT, REPORT OF ENTRY OF JUDGMENT MUST BE SUBMITTED TO ATTORNEY GENERAL		DATE SETTLEMENT SIGNED 08 / 28 / 2015	
	COPY OF SETTLEMENT MUST BE ATTACHED				
FILER INFO	NAME OF CONTACT Daniel N. Greenbaum				
	ORGANIZATION Law Office of Daniel Greenbaum			TELEPHONE NUMBER (818) 809-2199	
	ADDRESS 7120 Hayvenhurst Ave., Suite 320			FAX NUMBER (424) 243-7698	
	CITY Van Nuys	STATE CA	ZIP 91406	E-MAIL ADDRESS dgreenbaum@greenbaumlawfirm.com	

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

9 Attorney for Plaintiff SHEFA LMV, LLC

10 CONKLE, KREMER & ENGEL
11 Professional Law Corporation
12 H. Kim Sim, Esq. (SBN 252321)
13 3130 Wilshire Boulevard, Suite 500
14 Santa Monica, California 90403-2351
15 Telephone: (310) 998-9100
16 Fax: (310) 998-9109
17 Email: k.sim@conklelaw.com

18 Attorneys for Defendant HOYU AMERICA CO.

19
20 SUPERIOR COURT OF THE STATE OF CALIFORNIA

21 FOR THE COUNTY OF ALAMEDA

22 Coordination Proceeding
23 Special Title (Rule 3.350)

24 PROPOSITION 65 DEA CASES

25) JUDICIAL COUNCIL COORDINATION
26) PROCEEDING NO: 4765

27)
28)
29) [Shefa LMV, LLC v. Big Lots, Inc., et al., Los
30) Angeles County Superior Court No.
31) BC566941]

32) [PROPOSED] CONSENT JUDGMENT AS
33) TO HOYU AMERICA CO.

34) Judge: Hon. George C. Hernandez, Jr.

35) Action filed: April 17, 2015

1 **1. INTRODUCTION**

2 **1.1. Shefa LMV, LLC and Hoyu America Co.**

3 This Stipulated Consent Judgment (“Consent Judgment”) is entered into by and between
4 plaintiff Shefa LMV, LLC (“Shefa LMV”) and Hoyu America Co. (“Hoyu”), with Shefa LMV and
5 Hoyu sometimes collectively referred to herein as the “parties,” and individually as a “party.” Shefa
6 LMV is an entity organized in the State of California, and alleges that it seeks to promote awareness of
7 exposure to toxic chemicals and to improve human health by reducing or eliminating hazardous
8 substances contained in consumer and commercial products. Shefa LMV alleges that Hoyu employs
9 ten (10) or more persons and is a person in the course of doing business for purposes of the Safe
10 Drinking Water and Toxic Enforcement Act of 1986, California Health & Safety Code section
11 25249.6, *et seq.* (“Proposition 65”).
12

13 **1.2. General Allegations**

14 Shefa LMV’s Notice of Violation alleges that Hoyu has manufactured, imported, distributed
15 and/or sold skin care, shampoo, pain relief, sunscreen, hair care and/or hair spray products that cause
16 exposure to diethanolamine (“DEA”), including but not limited to Samy Fat Hair 0 Calorie Hair Spray,
17 without the requisite Proposition 65 warnings. DEA is listed pursuant to Proposition 65 as a chemical
18 known to the State of California to cause cancer.
19

20 **1.3. Covered Product Description**

21 The products covered by this Consent Judgment are shampoo, hair care and/or hair spray/hair
22 styling products manufactured and/or distributed by Hoyu that contain or are alleged to contain DEA,
23 whether as an intentionally added ingredient or impurity, and which is distributed, marketed, sold, or
24 offered for sale in California by Hoyu or any supplier, distributor, retailer, wholesaler, reseller,
25 professional, salon or customer, including but not limited to Samy Fat Hair 0 Calorie Hair Spray. All
26 such products are referred to herein collectively as the “Covered Products,” or individually as a
27
28

1 “Covered Product.”

2 **1.4. Notice of Violation**

3 On or about October 16, 2014, Shefa LMV served Hoyu and its parent company Hoyu Co., Ltd
4 and various public enforcement agencies with a document entitled “60-Day Notice of Violation” (the
5 “Notice”) that provided recipients with notice alleging that Hoyu was allegedly in violation of
6 Proposition 65 for failing to warn consumers and customers that the Covered Product exposed users in
7 California to DEA. More than 60 days have passed and no designated public enforcer has prosecuted
8 the allegations set forth in the Notice.
9

10 **1.5. Complaint**

11 On or about April 17, 2015, Shefa LMV filed a complaint in the Los Angeles County Superior
12 Court against Big Lots Stores, Inc. alleging, *inter alia*, violations of Proposition 65, based on the
13 alleged exposure to DEA contained in certain products sold in California without first providing clear
14 and reasonable warnings in violation of California Health and Safety Code section 25249.6. The
15 action is titled, *Shefa LMV, LLC v. Big Lots Stores, Inc., et al.*, Case No. BC566941. The action was
16 subsequently transferred to the Alameda County Superior Court and added to the coordination
17 proceeding styled, Proposition 65 Cocamide DEA Cases, JCCP 4765. On or about May 29, 2015,
18 Shefa LMV added Hoyu to *Shefa LMV LLC v. Big Lots Stores, Inc., et al.*, thereby adding it to the
19 Proposition 65 Cocamide DEA Cases.
20
21

22 **1.6. No Admission**

23 Hoyu denies each of the material, factual and legal allegations contained in Shefa LMV’s
24 Notice and Complaint and specifically denies that the Covered Products required a Proposition 65
25 warning or otherwise caused harm to any person. Hoyu maintains that the Covered Products were sold
26 in California in compliance with all laws. Nevertheless, the parties have entered into this Consent
27 Judgment in order to settle, compromise and resolve disputed claims and thus avoid prolonged and
28

1 costly litigation. Nothing in this Consent Judgment shall be construed as an admission by Hoyu or by
2 any of its respective officers, directors, managers, partners, shareholders, employees, agents, parent
3 companies, subsidiaries, divisions, affiliates, franchises, licensees, customers, suppliers,
4 manufacturers, distributors, wholesalers, or retailers, of any fact, finding, conclusion, issue or violation
5 of law, fault, wrongdoing, or liability, including without limitation, any admission concerning any
6 alleged violation of Proposition 65, nor shall compliance with this Consent Judgment constitute or be
7 construed as an admission by Hoyu of any fact, finding, conclusion, issue or violation of law, fault,
8 wrongdoing, or liability, the same being specifically denied by Hoyu. This Consent Judgment shall not
9 be offered or admitted as evidence in any administrative or judicial proceeding or litigation in any
10 court, agency or forum, except with respect to an action seeking to enforce the terms of this Consent
11 Judgment. Except as expressly set forth herein, nothing in this Consent Judgment shall prejudice,
12 waive, or impair any right, remedy, argument, or defense the parties may have in any other or future
13 legal proceeding unrelated to these proceedings. However, this Section shall not diminish or otherwise
14 affect Hoyu's obligations, responsibilities and duties under this Consent Judgment.
15

17 **1.7. Consent to Jurisdiction**

18 For purposes of this Consent Judgment only, the parties stipulate that this Court has jurisdiction
19 over Hoyu as to the allegations contained in the Complaint, that venue is proper in Alameda County
20 Superior Court, and that this Court has jurisdiction to enter and enforce the provisions of this Consent
21 Judgment as a full and final resolution of all claims which were or could have been asserted in this
22 action based on the facts alleged in the Notice and the Complaint.
23

24 **1.8. Effective Date**

25 For purposes of this Consent Judgment, the term "Effective Date" shall mean the date the Court
26 enters Judgment pursuant to the terms of this Consent Judgment.
27
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1 **2. INJUNCTIVE RELIEF – REFORMULATION**

2 **2.1.** As of the Effective Date, Hoyu shall not manufacture, distribute, sell or offer for sale any
3 Covered Product sold or offered for sale to California consumers that contains DEA. On or before the
4 Effective Date, Hoyu shall cease distributing for sale into California any Covered Product that contains
5 DEA, unless such products have been reformulated such that they do not contain DEA.
6

7 **2.2.** For purposes of this Consent Judgment, a Covered Product “contains DEA” if the raw material
8 DEA (CAS No. 111-42-2) is an intentionally added ingredient in the Covered Product and is listed on
9 the ingredient panel. For purposes of this Consent Judgment, the term “distributes for sale into
10 California” shall mean to directly ship a Covered Product into California for sale in California or to
11 sell a Covered Product to a distributor that Hoyu knows will sell the Covered Product in California.
12

13 **2.3. Sell through period.**

14 Covered Products that were manufactured or distributed for sale prior to the Effective Date
15 shall be subject to the release of liability pursuant to Section 5 of this Consent Judgment, without
16 regard to when such Covered Products were, or are in the future, sold to consumers. As a result, the
17 obligations of Hoyu as set forth in this Consent Judgment, including but not limited Section 2.1, do not
18 apply to these products.
19

20 **3. RETENTION OF JURISDICTION, GOOD FAITH ATTEMPT TO RESOLVE DISPUTES;
21 ENFORCEMENT OF CONSENT JUDGMENT**

22 **3.1.** This Court shall retain jurisdiction of this matter to enforce, modify or terminate this
23 Consent Judgment.

24 **3.2.** Only after it complies with Sections 3.3, either party may, by motion or application for
25 an order to show cause before the Alameda County Superior Court, enforce the terms and conditions
26 contained in this Consent Judgment.

27 **3.3.** Prior to bringing any motion to enforce the requirements of Section 2 above, Shefa
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1 LMV shall provide Hoyu with a notice of violation and a copy of all test results which purportedly
2 support Shefa LMV's notice of violation. The parties shall then meet and confer regarding the basis
3 for the anticipated motion in an attempt to resolve it informally, including providing Hoyu a reasonable
4 opportunity of at least thirty (30) days to respond or cure any alleged violation. Should Hoyu fail to
5 cure the alleged violation, Shefa LMV may file its motion or application. The prevailing party on any
6 motion hereunder shall be entitled to its reasonable attorneys' fees and costs incurred as a result of
7 such motion. As used in the preceding sentence, the term "prevailing party" means a party who is
8 successful in obtaining relief more favorable to it than the relief that the other party was amenable to
9 providing in writing and with specificity during the parties' good faith attempt to resolve the dispute
10 that is the subject of such enforcement action.
11

12 **4. SETTLEMENT PAYMENT**

13
14 Hoyu shall make the following payments in full satisfaction of all potential civil penalties,
15 payment in lieu of civil penalties, attorneys' fees and costs:

16 **4.1. Civil Penalty Payment Pursuant to Health & Safety Code § 25249.7(b)**

17 Hoyu shall pay a total civil penalty payment of \$2,000.00 within ten (10) days of receiving the
18 Notice of Entry of Judgment, as follows: the civil penalty shall be apportioned in accordance with
19 California Health & Safety Code sections 25249.12 (c) and (d), with 75% of the funds remitted to the
20 State of California's Office of Environmental Health Hazard Assessment ("OEHHA") and the
21 remaining 25% of the funds remitted to Shefa LMV, both pursuant to the procedures set forth in
22 Section 4.3.
23

24 **4.2. Reimbursement of Shefa LMV's Fees and Costs**

25 The parties acknowledge that Shefa LMV and its counsel offered to resolve this dispute
26 without reaching terms on the amount of fees and costs to be reimbursed to them, thereby leaving this
27 fee issue to be resolved after the material terms of the agreement had been settled. Hoyu expressed a
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1 desire to resolve the fee and cost issue after the other settlement terms had been agreed. The parties
2 then attempted to (and did) reach an accord on the compensation due to Shefa LMV and its counsel
3 under general contract principles and the private attorney general doctrine codified at California Code
4 of Civil Procedure section 1021.5, for all work performed in this matter. Under these legal principles,
5 Hoyu shall pay the amount of \$8,000.00 within ten (10) days of receiving the Notice of Entry of
6 Judgment for fees and costs incurred by Shefa LMV for investigating, litigating and enforcing this
7 matter, including the fees and costs incurred (and yet to be incurred) in negotiating, drafting, and
8 obtaining the Court's approval of this Consent Judgment.
9

10 **4.3. Payment Procedures**

11 All payments required by Sections 4.1 and 4.2 shall be within ten (10) days of being served
12 with the Notice of Entry of Judgment, in three checks made payable as follows:
13

- 14 (a) one check to "OEHHA" in the amount of \$1,500.00;
- 15 (b) one check to "Law Office of Daniel N. Greenbaum in Trust for Shefa LMV, LLC" in the
16 amount of \$500.00;
- 17 (c) one check to "Law Office of Daniel N. Greenbaum" in the amount of \$8,000.00.

18 **4.4. Issuance of Payments.**

19 **4.4.1.** All payments owed to Shefa LMV, pursuant to Section 4.1, shall be delivered to
20 the following payment address:
21

22 Daniel N. Greenbaum, Esq.
23 Law Office of Daniel N. Greenbaum
24 The Hathaway Building
25 7120 Hayvenhurst Avenue
Suite 320
Van Nuys, CA 91406

26 **4.4.2.** All payments owed to OEHHA (EIN: 68-0284486), pursuant to Section 4.1,
27 shall be delivered directly to OEHHA (Memo line "Prop 65 Penalties") at the following address:
28

1 Mike Gyurics
2 Fiscal Operations Branch Chief
3 Office of Environmental Health Hazard Assessment
4 P.O. Box 4010
5 Sacramento, CA 95812-4010

6 Hoyu shall also send a copy of the checks payable to OEHHA to the Law Office of Daniel N.
7 Greenbaum at the address set forth above in 4.4.1.

8 **5. APPLICATION OF CONSENT JUDGMENT; BINDING EFFECT; CLAIMS COVERED**
9 **AND RELEASED**

10 **5.1.** This Consent Judgment may apply to, be binding upon and benefit the Parties, and their
11 respective officers, directors, managers, partners, shareholders, employees, agents, parent companies,
12 subsidiaries, divisions, affiliates, franchisees, licensees, customers, distributors, wholesalers, retailers,
13 predecessors, successors and assigns and Shefa LMV on its own behalf and in the public interest. This
14 Consent Judgment shall have no application to Covered Products that are exclusively distributed
15 and/or sold outside the State of California. With respect to Covered Products that are distributed
16 and/or sold both inside and outside of California, the requirements contained in this Consent Judgment
17 apply to the Covered Products only to the extent that the distribution and/or sales occur in California.

18 **5.2.** This Consent Judgment is a full, final, and binding resolution between Shefa LMV, on
19 behalf of itself, and in the public interest, and Hoyu, and Hoyu's respective officers, directors,
20 managers, partners, shareholders, employees, agents, parent companies (including Hoyu Co. Ltd),
21 subsidiaries, divisions, affiliates, franchisees, licensees, customers, distributors, wholesalers, retailers,
22 predecessors, successors and assigns of any alleged violation of Proposition 65 or its implementing
23 regulations for failure to provide Proposition 65 warnings of exposure to DEA, however caused, from
24 the handling, use or consumption of the Covered Products and fully and finally resolves all claims that
25 have been or could have been asserted in this action up to and including the Effective Date for failure
26 to provide Proposition 65 warnings for the Covered Products.
27

1 **5.3. Shefa LMV's Public Release of Proposition 65 Claims**

2 Shefa LMV, acting on its behalf and in the public interest, releases and discharges:

3 (a) Hoyu, its parents, directors, officers, managers, owners, shareholders, divisions,
4 subdivisions, subsidiaries, partners, sister companies, and affiliates, and their successors and assigns,
5 including but not limited to Hoyu Co., Ltd (collectively, "Defendant Releasees"); and

6 (b) finished product or ingredient manufacturers, distributors, and suppliers, and all
7 entities to whom any Defendant Releasee directly or indirectly distributed or sold any Covered
8 Products, including but not limited to distributors, wholesalers, customers, professionals, retailers,
9 salons, resellers, franchisees, cooperative members, and Defendant Releasees' licensors and licensees
10 (collectively, "Additional Releasees"), from any and all claims, actions, causes of action, suits,
11 demands, liabilities, damages, penalties, fees, costs and expenses asserted, or that could have been
12 asserted, as to any alleged violation of Proposition 65 arising from or related to the failure to provide
13 Proposition 65 warnings on the Covered Products regarding DEA.
14

15 **5.4. Shefa LMV's Individual Release of Claims**

16 Shefa LMV, on behalf of itself only, hereby releases and discharges the Defendant Releasees
17 and Additional Releasees from any and all known and unknown claims for alleged violations of
18 Proposition 65, or for any other statutory or common law claims, arising from or relating to alleged
19 exposures to DEA in the Covered Products as set forth in the Notice. It is possible that other claims
20 not known to the parties arising out of the facts alleged in the Notice or the Complaint and relating to
21 the Covered Products will develop or be discovered. Shefa LMV, on behalf of itself only,
22 acknowledges that this Consent Judgment is expressly intended to cover and include all such claims,
23 including all rights of action therefor. Shefa LMV has full knowledge of the contents of California
24 Civil Code section 1542. Shefa LMV, on behalf of itself only, acknowledges that the claims released
25 in Sections 5.2 and 5.3 above and this Section 5.4 may include unknown claims, and nevertheless
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1 waives California Civil Code section 1542 as to any such unknown claims. California Civil Code
2 section 1542 reads as follows:

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

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

9 **5.5. Hoyu and Shefa LMV LLC's Mutual Release**

10 Hoyu, on one hand, and Shefa LMV, on the other hand, their past and current agents,
11 representatives, attorneys, successors, and/or assignees, hereby waives any and all claims they may
12 have against each other, their attorneys or other representatives, for any and all actions taken or
13 statements made or undertaken by them in connection with the Notice or the Complaint involving the
14 Covered Products; provided, however, that nothing in this Section shall affect or limit any party's right
15 to seek to enforce the terms of this Consent Judgment.

16 **5.6.** Compliance with the terms of this Consent Judgment constitutes compliance with
17 Proposition 65 with respect to exposures to DEA from the Covered Products.
18

19 **6. COURT APPROVAL**

20 This Consent Judgment is not effective until it is approved and entered by the Court and shall
21 be null and void if, for any reason, it is not approved and entered by the Court within one year after it
22 has been fully executed by the parties.
23

24 **7. SEVERABILITY**

25 If, subsequent to the execution of this Consent Judgment, any of the provisions of this Consent
26 Judgment are held by a court to be unenforceable, the validity of the enforceable provisions remaining
27 shall not be adversely affected.
28

1 **8. GOVERNING LAW**

2 The terms of this Consent Judgment shall be governed by the laws of the State of California
3 and the obligations of Hoyu hereunder as to the Covered Products apply only within the State of
4 California.

5 **9. NOTICES**

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

10
11 To Hoyu America Co.
12 H. Kim Sim, Esq.
13 Conkle Kremer & Engel
14 3130 Wilshire Boulevard
15 Suite 500
Santa Monica, CA 90403

To Shefa LMV LLC:
Daniel N. Greenbaum, Esq.
Law Office of Daniel N. Greenbaum
The Hathaway Building
7120 Hayvenhurst Avenue
Suite 320
Van Nuys, CA 91406

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

18 **10. COUNTERPARTS; FACSIMILE/PDF SIGNATURES**

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

22 **11. COMPLIANCE WITH HEALTH & SAFETY CODE SECTION 25249.7(f)**

23 Shefa LMV and its attorneys agree to comply with the reporting form requirements referenced
24 in California Health & Safety Code section 25249.7(f) and with Title II of the California Code
25 Regulations, Section 3003.
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1 **12. ADDITIONAL POST-EXECUTION ACTIVITIES**

2 Shefa LMV and Hoyu for themselves and their attorneys agree to employ their best efforts to
3 support the entry of this agreement as a Consent Judgment and obtain approval of the Consent
4 Judgment by the Court in a timely manner. The parties acknowledge that, pursuant to California
5 Health & Safety Code section 25249.7, a noticed motion is required to obtain judicial approval of this
6 Consent Judgment, which Shefa LMV shall draft and file, and Hoyu shall not oppose. If any third
7 party objection to the noticed motion is filed, Shefa LMV shall work with Hoyu to file a joint reply or
8 separate replies if the parties so desire and appear at any hearing before the Court. This provision is a
9 material component of the Consent Judgment and shall be treated as such in the event of a breach.

11 **13. MODIFICATION AND TERMINATION**

12 **13.1.** This Consent Judgment may be modified only: (1) by written agreement of the parties
13 and upon entry of a modified Consent Judgment by the court thereon; or (2) upon a successful motion
14 of any party and entry of a modified Consent Judgment by the court.

16 **13.2.** If either party seeks to modify this Consent Judgment under Section 13.1, then the party
17 requesting the modification shall provide written notice to the other party of its intent ("Notice of
18 Intent"). If the party receiving the Notice of Intent seeks to meet and confer regarding the proposed
19 modification, then that party shall provide written notice to the other party within thirty (30) days of
20 receiving the Notice of Intent. If such notice is provided in a timely manner, then the parties shall
21 meet and confer in good faith as required in this Section. The parties shall meet in person or on the
22 telephone within thirty (30) days of notification of intent to meet and confer. Within thirty (30) days
23 of such meeting, if the party receiving the Notice of Intent disputes the proposed modification, that
24 party shall provide the other party a written factual basis for its position. The parties shall continue to
25 meet and confer for an additional thirty (30) days in an effort to resolve any remaining disputes. The
26 parties may agree in writing to different deadlines for the meet and confer period.

1 **13.3.** Where the meet and confer process does not lead to a joint motion or application in
2 support of a modification of the Consent Judgment, then either party may seek judicial relief on its
3 own. In such a situation, the prevailing party may seek to recover costs and reasonable attorney's fees.
4 As used in the preceding sentence, the term "prevailing party" means a party who is successful in
5 obtaining relief more favorable to it than the relief that the other party was amenable to providing in
6 writing and with specificity during the parties' good faith attempt to resolve the dispute that is the
7 subject of the modification.
8

9 **13.4.** In the event that Proposition 65 is repealed, preempted or is otherwise rendered
10 inapplicable by reason of law generally, or if any of the provisions of this Consent Judgment are
11 rendered inapplicable or no longer required as a result of any such repeal or preemption or rendered
12 inapplicable by reason of law generally as to the Covered Products, including, without limitation, the
13 removal of DEA from OEHHA's list of Proposition 65 chemicals, then Hoyu shall notify Shefa LMV
14 and its counsel and shall have no further obligations pursuant to this Consent Judgment with respect to,
15 and to the extent that, the Covered Products are so affected.
16

17 **14. ENTIRE AGREEMENT**

18 This Consent Judgment contains the sole and entire agreement and understanding of the parties
19 with respect to the entire subject matter hereof, and any and all prior discussions, negotiations,
20 commitments and understandings related thereto. No representations, oral or otherwise, express or
21 implied, other than those contained herein have been made by any party hereto. No other agreements
22 with respect to the subject matter of this Consent Judgment not specifically referred to herein, oral or
23 otherwise, shall be deemed to exist or to bind any of the parties.
24

25 **15. AUTHORIZATION**

26 Each signatory to this Consent Judgment certifies that he or she is fully authorized by the party
27 he or she represents to stipulate to this Consent Judgment and to enter into and execute the Consent
28

Judgment on behalf of the party represented and legally bind that party. The undersigned have read, understand and agree to all of the terms and conditions of this Consent Judgment. Except as explicitly provided herein, each party is to bear its own fees and costs.

16. REQUEST FOR FINDINGS, APPROVAL OF SETTLEMENT AND ENTRY OF CONSENT JUDGMENT

16.1. This Consent Judgment came before this Court upon the request of the parties. The parties request the Court to review this Consent Judgment and to make the following findings pursuant to Cal. Health & Safety Code § 25249.7(f)(4):

1. The injunctive relief required by the Consent Judgment complies with Cal. Health & Safety Code § 25249.7;
2. The reimbursement of fees and costs to be paid pursuant to the Consent Judgment is reasonable under California law; and
3. The civil penalty amount to be paid pursuant to Consent Judgment is reasonable.

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

AGREED TO:

Date: 08/26/2015

By: 

Plaintiff, Shefa LMV, LLC

Print: Alisa Fried

Its: Managing Member

AGREED TO:

Date: 8/28/2015

By: 

Defendant, Hoyu America Co.

Print: Yoshikuro Sasaki

Its: President

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ORDER AND JUDGMENT

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

Dated: _____

Judge of the Superior Court

