

**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>CCA Industries, 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>Reformulation</b>				
	PAYMENT: CIVIL PENALTY <b>\$5,000</b>		PAYMENT: ATTORNEYS FEES <b>\$12,500</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		For Internal Use Only
			DATE SETTLEMENT SIGNED <b>4 / 10 / 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  
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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. Richard Ravid, Inc., et al.*,  
) Los Angeles County Superior Court No.  
) BC579212]  
)  
) **[PROPOSED] CONSENT JUDGMENT AS**  
) **TO CCA INDUSTRIES, INC.**  
)  
) Judge: Hon. George C. Hernandez, Jr.  
)  
) Action filed: April 17, 2015  
)  
)  
)

1                               **1.       INTRODUCTION**

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

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

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

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

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

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

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

26              1.8       Nothing in this Consent Judgment shall prejudice, waive, or impair any right, remedy, argument, or defense the Parties may have in any other legal proceeding.

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

## 4                     **2.     DEFINITIONS**

5           2.1     “Covered Products” means the types of products identified on Exhibit A.

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

## 8                     **3.     INJUNCTIVE RELIEF**

9           3.1     **Prohibition Against Sale of Covered Products.** As of the Effective Date,  
10    Settling Defendant shall not manufacture, distribute, sell, or offer for sale any Covered Product  
11    that contains DEA and that will be sold or offered for sale to California consumers. For  
12    purposes of this Consent Judgment, a product “contains DEA” only if DEA is an intentionally  
13    added ingredient in the product.

## 14                    **4.     ENFORCEMENT**

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

18          4.2     Prior to bringing any motion or application to enforce the requirements of Section  
19    3 above, Shefa shall provide Settling Defendant with a Notice of Violation and proof of purchase  
20    and a copy of any test results which purportedly support the Notice of Violation.

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

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

26          4.5     This Consent Judgment may only be enforced by the Parties.

## 27                     **5.     PAYMENTS**

1           5.1     Within twenty (20) business days of the Effective Date, Settling Defendant shall  
2 pay the settlement payment identified for it on Exhibit A.

3           5.2     The total settlement amount for Settling Defendant shall be paid pursuant to the  
4 instructions outlined in Exhibit A.

5           5.3     The funds paid by Settling Defendant shall be allocated, as identified in Exhibit  
6 A, between the following categories:

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

11          5.5     **Attorney's Fees and Costs.** A reimbursement of a portion of Shefa's reasonable  
12 attorney's fees and costs.

## 13                   6.     **MODIFICATION**

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

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

## 20                   7.     **CLAIMS COVERED AND RELEASED**

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

1 franchisees, cooperative members, licensors, and licensees (“Downstream Defendant  
2 Releasees”); relating to all claims of violations of Proposition 65 that have been or could have  
3 been asserted against Settling Defendant, Defendant Releasees, and Downstream Defendant  
4 Releasees up through the Effective Date, provided that such claims are based on or related to the  
5 facts alleged in the operative complaint in this action.

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

9         7.3 Shefa, acting on its behalf only, releases and discharges Settling Defendant,  
10 Defendant Releasees, and Downstream Defendant Releasees from any and all known and  
11 unknown claims for alleged violations of Proposition 65 or for any other statutory or common  
12 law claims, arising from or relating to alleged exposures to DEA in the Covered Products.

13         7.4 It is possible that other claims not known to the parties arising out of the facts  
14 alleged in the Notices or the Complaint and relating to the Covered Products will develop or be  
15 discovered.

16         7.5 Shefa, on behalf of itself only, acknowledges that this Consent Judgment is  
17 expressly intended to cover and include all such claims including all rights of action thereof.

18         7.6 Shefa has full knowledge of the contents of California Civil Code section 1542.

19         7.7 Shefa, on behalf itself only, acknowledges that the claims released above may  
20 include unknown claims, and nevertheless waives California Civil Code section 1542 as to any  
21 such unknown claims. California Civil Code section 1542 reads as follows:

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

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

1           7.8     Nothing in this Section 7 affects Shefa's right to commence or prosecute an  
2 action under Proposition 65 against any person other than Settling Defendant, Defendant  
3 Releasees, or Downstream Defendant Releasees.

4                   **8.     NOTICE**

5           8.1     When Shefa is entitled to receive any notice under this Consent Judgment, the  
6 notice shall be sent by first class and electronic mail to:

7           Daniel N. Greenbaum  
8           Law Office of Daniel N. Greenbaum  
9           7120 Hayvenhurst Ave., Suite 320  
10          Van Nuys CA 91406  
11          dgreenbaum@greenbaumlawfirm.com

12          8.2     When Settling Defendant is entitled to receive any notice under this Consent  
13 Judgment, the notice shall be sent by first class and electronic mail to the person identified on  
14 the Exhibit A for Settling Defendant.

15          8.3     Any Party may modify the person and address to whom the notice is to be sent by  
16 sending the other Party notice by first class and electronic mail.

17                   **9.     COURT APPROVAL**

18          9.1     This Consent Judgment shall become effective upon entry by the Court.

19          9.2     Shefa shall prepare and file a Motion for Approval of this Consent Judgment and  
20 Settling Defendant shall support entry of this Consent Judgment.


21          9.3     If the Court does not enter this Consent Judgment, it shall be of no force or effect  
22 and shall never be introduced into evidence or otherwise used in any proceeding for any purpose  
23 other than to allow the Court to determine if there was a material breach of Section 9.1.

24          9.4     This Court shall retain jurisdiction of this matter to implement or modify the  
25 Consent Judgment.

26          AGREED TO:

27          Dated: 4/10/17

SHEFA LMV, LLC

28          By:  \_\_\_\_\_

Dated:

CCA INDUSTRIES, INC.

By:

  
President / COO  
CCA Industries

~~4/~~ 4/6/2017



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**ORDER AND JUDGMENT**

Based upon the stipulated Consent Judgment between Shefa LMV, LLC and CCA Industries, 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: CCA Industries, Inc.
2. Name of Plaintiff: Shefa LMV, LLC
3. Person(s) to Receive Notices (Pursuant to Section 8.2):  
  
Daniel J. Herling, Esq.  
Mintz, Levin, Cohn, Ferris, Glovsky and Popeo  
44 Montgomery Street, 36th Floor  
San Francisco, CA 94104  
[djherling@mintz.com](mailto:djherling@mintz.com)
4. Date of 60-Day Notice of Violation (Pursuant to Section 1.3): October 16, 2014
5. Complaint Naming Settling Defendant (Pursuant to Section 1.4): *Shefa LMV, LLC v. Richard Ravid, Inc., et al.*, Los Angeles County Superior Court No. BC579212
  - a. Date Complaint Filed: April 17, 2015
6. Covered Products Applicable to Defendant (Pursuant to Sections 1.2, 1.3, 2.1, 3.1, 7.1, 7.2, 7.3 and 7.4):  
  
**X Pain creams**
7. Defendant's Section 3.3 Product(s) (Pursuant to Section 3.1):  
  
Extra Strength Pain Bust R II 018515331304
8. Defendant's Settlement Payment and Allocation (Pursuant to Section 5.1):  
  
**Total Settlement Payment: \$17,500.00**  
**Civil Penalty (payable to Shefa LMV, LLC): \$5,000.00**  
**Payment in Lieu of Civil Penalty (PILP): \$ N/A**  
**Shefa Fees and Costs (payable to the Law Office of Daniel N. Greenbaum): \$12,500.00**

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.