

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 Peter Thomas Roth, LLC			
CASE INFO	COURT DOCKET NUMBER CIV 1503341		COURT NAME Marin County Superior Court	
	SHORT CASE NAME Shefa LMV LLC v. Concept II Cosmetics, et al.			
REPORT INFO	INJUNCTIVE RELIEF Reformulation			
	PAYMENT: CIVIL PENALTY \$5,500	PAYMENT: ATTORNEYS FEES \$22,000	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 5 / 23 / 2016	
	COPY OF SETTLEMENT MUST BE ATTACHED			
FILER INFO	NAME OF CONTACT Daniel N. Greenbaum			
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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.

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9 Attorney for Plaintiff
10 Shefa LMV LLC

11 SUPERIOR COURT OF CALIFORNIA
12 COUNTY OF MARIN
13 UNLIMITED CIVIL JURISDICTION

14 SHEFA LMV, LLC.,

15 Plaintiff,

16 vs.

17 CONCEPT II COSMETICS, LLC, et al.,

18 Defendants.

) Case No. CIV 1503341

) **[PROPOSED] CONSENT JUDGMENT**

) Action Filed: Sept. 10, 2015

1 WHEREAS Plaintiff has issued Notices and filed Complaints against Settling Defendants
2 regarding the presence of benzophenone in Covered Products, as further described in this Consent
3 Judgment; and

4 WHEREAS the Parties acknowledge that the Notices to each Settling Defendant were
5 intended to cover all of that Defendants' Covered Products; and
6

7 WHEREAS the Parties, therefore, wish to resolve all Proposition 65 claims regarding
8 benzophenone in Settling Defendants' personal care products, they hereby agree as follows:
9

10 **1. INTRODUCTION**

11 **1.1 Parties**

12 This consent judgment ("**Consent Judgment**") is entered into by and between plaintiff
13 Shefa LMV, LLC ("**Shefa**" or "**Plaintiff**") and the defendants identified in the attached Exhibits A-
14 K (individually, "**Settling Defendant**" and, collectively, "**Settling Defendants**"), with Shefa and
15 Settling Defendants collectively referred to as the "**Parties**" and individually as a "**Party**."

16 **1.2 Plaintiff**

17 Shefa is a California Limited Liability Company that seeks to promote awareness of
18 exposure to toxic chemicals and to improve human health by reducing or eliminating hazardous
19 substances contained in consumer and commercial products. Shefa alleges Settling Defendants
20 each individually employ ten or more persons and is a person in the course of doing business for
21 purposes of the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health &
22 Safety Code § 25249.6, *et seq.* ("Proposition 65").

23 **1.3 Defendants and Listed Chemical**

24 Defendants manufacture, and/or distribute, and/or sell personal care products, including
25 products that are labeled as having a Sun Protection Factor Value (SPF Products) (*See* 21 C.F.R. §
26 352.3), sunscreen products, and products such as face creams, body lotions, lip balms, cosmetics
27 (including lipsticks and foundation make up), hair products and other sun protection creams, sprays,
28 foams, gels, oils, sticks and lotions. One ingredient used in such products to enhance their ability to

1 provide protection from the sun is octocrylene, an active ingredient approved for use in sunscreens
2 by the Federal Food & Drug Administration (“**FDA**”) (*See* 76 Fed. Reg. 35620; 21 C.F.R. §§
3 352.10, 352.20 (stayed)). Octocrylene can at times contain benzophenone. Benzophenone (CAS #
4 119-61-9) is a chemical listed under The Safe Drinking Water and Toxic Enforcement Act of 1986,
5 California Health & Safety Code § 25249.5 *et seq.* (commonly known as “**Proposition 65**”) as a
6 chemical “known to the state to cause cancer” as Proposition 65 defines that phrase. 27 CCR
7 25000.

8 **1.4 Products Covered**

9 This Consent Judgment covers and applies to all personal care products, including but not
10 limited to the categories described in Section 1.3, that are manufactured and/or distributed for sale
11 in California and/or sold in California and that contain benzophenone (“**Covered Products**”). All
12 sizes, types, brands, packaging, formulations, delivery forms (e.g., sprays or lotions applied by
13 hand), intended uses (e.g., “faces,” children’s products, “sport,” “moisturizing,” cosmetic purposes)
14 are included. The brands of each Settling Defendant and examples of the product categories subject
15 to this Consent Judgment for each Settling Defendant are set forth in the Exhibits A-K for that
16 Settling Defendant. The Parties agree that the Notices to each Settling Defendant cover all of that
17 Defendants’ Covered Products. This Consent Judgment, and all of its terms, applies to all Covered
18 Products, including without limitation new products and brands introduced, developed, or acquired
19 in the future by any Settling Defendant which would today meet the definition of Covered Products
20 if they currently were being manufactured or distributed for sale, or being sold, in California. The
21 term Covered Product, as used hereafter in this Consent Judgment, includes such future products
22 and brands.

23 **1.5 General Allegations**

24 Plaintiff alleges in the Complaints that each Settling Defendant manufactured, and/or
25 distributed for sale in California, and/or sold in California, Covered Products containing
26 benzophenone without “a clear and reasonable warning” as Proposition 65 defines that phrase, and
27 continues to do so. Plaintiff asserts this settlement is necessary to assure compliance with
28 Proposition 65 now and in the future and to settle Plaintiff’s alleged claims.

1 **1.6 Notices of Violation**

2 On the date(s) listed for each respective Settling Defendant in Exhibits A-K, Plaintiff served
3 Settling Defendants and the requisite public enforcement agencies with 60-Day Notices of Violation
4 (“**Notices**”), alleging that Settling Defendants were in violation of Proposition 65 for failing to warn
5 consumers in California that their personal care products exposed users to benzophenone.
6 Examples of such Notices applicable to the Settling Defendants or their Covered Products are
7 attached at Exhibit L. To the best of the Parties’ knowledge, no public enforcer has commenced
8 and is diligently prosecuting the allegations set forth in any of the Notices. This Consent Judgment
9 is executed with the understanding that some of the Notices identified in Exhibits A-K were served
10 less than sixty days prior to execution of this Consent Judgment (“**Supplemental Notices**”). In
11 those instances where such Supplemental Notices have been served, they have been served so as to
12 clarify and better define the scope of Covered Products.

13 **1.7 Complaint**

14 On September 10, 2015 Plaintiff filed a complaint in the Superior Court in and for the
15 County of Marin against Concept II Cosmetics, LLC and DOES 1-150, alleging violations of
16 California Health & Safety Code § 25249.6, based on exposures to benzophenone contained in
17 personal care products sold by Settling Defendants in the State of California. The complaint shall
18 be deemed amended by this Consent Judgment to include the allegations set forth in the
19 Supplemental Notices on the day that the sixty-day notice period has passed if no authorized public
20 prosecutor has, prior to that date, filed a Proposition 65 enforcement action with respect to the
21 allegations in the Supplemental Notices. On November 6, 2015, Shefa filed a complaint in the
22 Superior Court in and for the County of Marin, *Shefa LMV, LLC v. Galderma Laboratories, LP, et*
23 *al.*, Marin Superior Court Case No. CIV 1504055 alleging violations of California Health & Safety
24 Code § 25249.6, based on the alleged exposures to benzophenone contained in personal care
25 products sold in the State of California. Collectively, these two complaints are referred to as the
26 Complaints.

1 **1.8 No Admission**

2 Each Settling Defendant denies all the respective material, factual, and legal allegations
3 contained in the Notices and Complaints. Each Settling Defendant maintains that all of its Covered
4 Products have been and are in compliance with all laws. Nothing in this Consent Judgment shall be
5 construed as an admission against interest by a Settling Defendant of any fact, finding, conclusion,
6 issue of law, or violation of law, nor shall compliance with this Consent Judgment constitute or be
7 construed as an admission against interest by any Settling Defendant of any fact, finding,
8 conclusion, issue of law, or violation of law. This section shall not, however, diminish or otherwise
9 affect any Settling Defendant’s obligations, responsibilities, and duties under this Consent
10 Judgment.

11 **1.9 Consent to Jurisdiction**

12 For purposes of this Consent Judgment only, the Parties stipulate that this Court has
13 jurisdiction over Settling Defendants as to the allegations in the Complaints, that venue is proper in
14 the County of Marin, each Settling Defendant agrees that it employs or has employed ten or more
15 persons during time periods relevant to the Complaints and that this Court has jurisdiction over the
16 Parties to enter and enforce the provisions of this Consent Judgment pursuant to Proposition 65 and
17 Code of Civil Procedure § 664.6.

18 **1.10 Effective Date**

19 For purposes of this Consent Judgment, the term “Effective Date” shall mean the date that
20 Plaintiff serves notice on Settling Defendants that this Consent Judgment is approved and entered
21 by the Court.

22 **2. INJUNCTIVE RELIEF: REFORMULATION STANDARD; NOTIFICATION**

23 **2.1 Reformulation Standard**

24 (a) Whereas, each Settling Defendant, based on inquiry for purposes of this Consent
25 Judgment, has not identified any ingredient in its respective Covered Products other than
26 octocrylene that is a source of detectable benzophenone in such Covered Products. Further, based
27 upon inquiry for purposes of this Consent Judgment, each Settling Defendant represents that it has
28 investigated and concluded that there are only a few major suppliers of octocrylene for the domestic

1 market and that time and phasing is needed for the marketplace of octocrylene suppliers to make the
2 adjustments necessary to deliver octocrylene with benzophenone meeting the Octocrylene
3 Reformulation Standards.

4 (b) As of June 1, 2018, Settling Defendants shall only manufacture, or cause to be
5 manufactured, either Covered Products containing no more than (i) 50 parts per million (“ppm”)
6 benzophenone in the finished Covered Products; or (ii) 500 ppm of benzophenone in the ingredient
7 octocrylene used in the finished Covered Products. These first standards are interim standards.

8 (c) As of June 1, 2020, Settling Defendants shall only manufacture or cause to be
9 manufactured, either Covered Products containing no more than (i) 35 ppm benzophenone in the
10 finished Covered Product; or (ii) 350 ppm of benzophenone in the ingredient octocrylene used in
11 the finished Covered Products. These second standards are the “**Final Reformulation Standards.**”

12 (d) The dates and reformulations of the Covered Products as listed in Section 2.1 (b) and
13 (c) shall be referred to collectively as the “**Reformulation Standards,**” consisting of either the
14 Sections 2.1 (b)(i) and (c)(i) (the “**Finished Product Reformulation Standards**”) or Sections 2.1
15 (b)(ii) and (c)(ii) (the “**Octocrylene Reformulation Standards**”). Each Settling Defendant may at
16 any time, at its own election, comply with either, both, or any combination of the applicable
17 Finished Product Reformulation Standard or the Octocrylene Reformulation Standard with respect
18 to any Covered Product.

19 (e) The Reformulation Standards shall apply to Covered Products which are
20 manufactured by or on behalf of Settling Defendant on or after the applicable Reformulation
21 Standard dates.

22 **2.2. Notifications**

23 Each Settling Defendant shall provide, no later than fourteen (14) days after the Effective
24 Date, written notice (the “**Octocrylene Supplier Letter**”) to its current respective octocrylene
25 supplier or suppliers, informing said supplier or suppliers of the Octocrylene Reformulation
26 Standard and urging each supplier to use reasonable efforts to provide expeditiously only
27 octocrylene which complies with the Octocrylene Reformulation Standard. Settling Defendants
28 shall not include statements in the Octocrylene Supplier Letter that will encourage a supplier to

1 delay compliance with the Octocrylene Reformulation Standard. Each Settling Defendant shall
2 include a statement in its Octocrylene Supplier Letter requesting that its supplier use any and all
3 commercially reasonable efforts to achieve an Octocrylene Reformulation Standard of 200 ppm by
4 June 1, 2020.

5 **2.3 Compliance with Reformulation Standard**

6 (a) A Settling Defendant electing to meet the Finished Product Reformulation Standard
7 may, at its option, either (i) test the Covered Product pursuant to a scientifically appropriate
8 application of U.S. Environmental Protection Agency testing methodologies 3580A, 8270C, or any
9 other scientifically appropriate methodology for determining the benzophenone content in a
10 substance of the form of the specific Covered Product being tested, or (ii) may use the appropriate
11 mathematical calculation based on octocrylene percentage in the Covered Product and the
12 benzophenone concentration in the lot of octocrylene used in the finished Covered Product, based
13 either on testing of the octocrylene lot or on a certificate of analysis documenting benzophenone
14 content from the octocrylene supplier (the “**Certificate of Analysis**”) at the option of the Settling
15 Defendant.

16 (b) Settling Defendants electing to meet the Octocrylene Reformulation Standard shall
17 obtain a Certificate of Analysis or analytical testing report for each lot of octocrylene used in the
18 manufacture of Covered Products. If, after a Settling Defendant has advised its octocrylene
19 suppliers to include a Certificate of Analysis with each lot of delivered octocrylene, an octocrylene
20 supplier fails to include a Certificate of Analysis, a Settling Defendant may correct the lapse upon
21 discovery.

22 (c) A Settling Defendant may, absent grounds to question the accuracy, demonstrate
23 compliance with either Reformulation Standard by relying in good faith on an octocrylene
24 supplier’s Certificate of Analysis or comparable verified quantitative benzophenone content
25 information. Such good faith reliance establishes compliance with the Octocrylene Reformulation
26 Standard. Octocrylene suppliers shall rely on any scientifically appropriate testing methodology for
27 determining the benzophenone content of octocrylene.

28 (d) A Settling Defendant shall retain compliance documentation for three years after
delivery of a lot of octocrylene and compliance documentation shall be made available within 30

1 days of a written request by Plaintiff, who may make no more than two such requests annually per
2 Settling Defendant.

3 **3. MONETARY PAYMENTS**

4 **3.1 Civil Penalty**

5 Pursuant to Health and Safety Code section 25249.7(b), each Settling Defendant shall pay
6 initial civil penalties and, if applicable, final civil penalties in the amounts identified on its
7 respective Exhibit A-K. Each Settling Defendant shall issue two (2) separate checks for the total
8 amount listed in its respective Exhibit A-K as penalties pursuant to Health & Safety Code §
9 25249.12: (a) one check made payable to the State of California's Office of Environmental Hazard
10 Assessment (“**OEHHA**”) in the amount listed in Exhibits A-K, representing 75% of the total
11 penalty; and (b) one check to Shefa LMV, LLC in the amount listed in Exhibits A-K, representing
12 25% of the total penalty. The payment to OEHHA shall be delivered to: Office of Environmental
13 Health Hazard Assessment, Attn.: Mike Gyurics, Fiscal Operations Branch Chief, Office of
14 Environmental Health Hazard Assessment, P.O. Box 4010 Sacramento, CA 95812-4010. The
15 payment to Shefa shall be delivered to: Shefa LMV, LLC c/o Law Office of Daniel N. Greenbaum,
16 7120 Hayvenhurst Avenue, Suite 320, Van Nuys, CA 91406.

17 **3.1.1 Initial Civil Penalty.** Within ten (10) business days of the Effective Date
18 each Settling Defendant shall issue checks in the amounts identified in its respective Exhibit A-K as
19 the Initial Civil Penalty.

20 **3.1.2 Final Civil Penalty.** On or before June 30, 2018 each Settling Defendant
21 shall pay a final civil penalty (the “**Final Civil Penalty**”) in the amounts identified on the Settling
22 Defendant’s respective Exhibit A-K. However, the Final Civil Penalty shall be waived in its
23 entirety if the Settling Defendant certifies that all Covered Products subject to this Consent
24 Judgment manufactured by or on behalf of that Settling Defendant on or after June 1, 2018 meets a
25 Final Reformulation Standard. A responsible official with personal knowledge, after due inquiry, of
26 a Settling Defendant that has exercised this election shall provide Plaintiff with a written
27 certification confirming compliance with the above conditions on or before June 15, 2018.
28

1 **3.2 Reimbursement of Fees and Costs**

2 The Parties acknowledge that Shefa and its counsel offered to resolve this dispute without
3 reaching terms on the amount of fees and costs to be reimbursed to them, thereby leaving the issue
4 to be resolved after the material terms of the agreement had been settled. Shortly after the other
5 settlement terms had been finalized, Settling Defendants expressed a desire to resolve Shefa’s fees
6 and costs. Each Settling Defendant agrees to pay Shefa and its counsel under the private attorney
7 general doctrine codified at California Code of Civil Procedure section 1021.5, for all work
8 performed through the mutual execution of this agreement, including without limitation the fees and
9 costs incurred as a result of investigating, bringing this matter to the Settling Defendant’s attention,
10 negotiating a settlement, and seeking court approval of the same. Each Settling Defendant agrees to
11 pay the amount of fees and costs indicated on that Settling Defendant’s respective Exhibit A-K
12 within ten (10) business days of the Effective Date. Payment shall be delivered to Daniel N.
13 Greenbaum, Law Office of Daniel N. Greenbaum, 7120 Hayvenhurst Avenue, Suite 320, Van Nuys,
14 CA 91406.

15 **4. CLAIMS COVERED AND RELEASED**

16 **4.1 Plaintiff’s Public Release of Proposition 65 Claims**

17 This Consent Judgment is a full, final and binding resolution of all claims that were or could
18 have been asserted in the Complaints arising out of Settling Defendants’ alleged failure to provide
19 Proposition 65 warnings for exposures to benzophenone in their respective Covered Products.
20 Plaintiff, acting on its own behalf and in the public interest, releases each Settling Defendant and its
21 respective parents, subsidiaries, affiliated entities under (full or partial) common ownership,
22 manufacturers, suppliers and the directors, officers, employees, attorneys, and predecessors,
23 successors or assigns of each of them (“**Releasees**”) and each entity to whom a Settling Defendant
24 directly or indirectly distributes or sells the Covered Products including, but not limited to, its
25 downstream distributors, wholesalers, customers, retailers, franchisers, cooperative members,
26 licensors and licensees, and including, without limitation, and including any and all subsidiaries,
27 parents, marketplace retailers and/or affiliates of the foregoing retailers (collectively, the
28 “**Distribution Chain Releasees**”) for violations arising under Proposition 65 for unwarned

1 exposures to benzophenone from the Covered Products by each Settling Defendant prior to the
2 Effective Date. Plaintiff's release of claims applies to all Covered Products which a Settling
3 Defendant (or its manufacturer) either manufactured, and/or distributed and/or sold prior to the
4 Effective Date, regardless of the date any person distributes or sells the subject Covered Products.

5 Upon entry of this Consent Judgment by the Court, going forward, a Settling Defendant's
6 compliance with the terms of this Consent Judgment shall be deemed to constitute compliance with
7 Proposition 65 with respect to benzophenone in that Settling Defendant's prior, current and future
8 Covered Products.

9 **4.2 Plaintiff's Individual Release of Claims**

10 Plaintiff, in its individual capacity only and *not* in its representative capacity, also provides a
11 release to each Settling Defendant, Releasee, and Distribution Chain Releasee, which release shall
12 be effective as a full and final accord and satisfaction, as a bar to all actions, causes of action,
13 obligations, costs, expenses, attorneys' fees, damages, losses, claims, liabilities and demands of
14 Plaintiff of any nature, character or kind, whether known or unknown, suspected or unsuspected,
15 arising out of alleged or actual exposures to benzophenone in each Settling Defendants' Covered
16 Products prior to the Effective Date.

17 **4.3 Settling Defendants' Release of Shefa**

18 Each Settling Defendant, on behalf of itself, its past and current agents, representatives,
19 attorneys, successors and assignees, hereby waives any and all claims against Shefa and its
20 attorneys and other representatives, for any and all actions taken or statements made by Shefa and
21 its attorneys and other representatives, whether in the course of investigating claims, otherwise
22 seeking to enforce Proposition 65 against it in this matter, or with respect to the Covered Products
23 up through the Effective Date.

24 **4.4 Release and Dismissal of Retailer Defendants**

25 This Consent Judgment provides a "downstream" release which resolves all claims in the
26 Complaints for all Covered Products manufactured by, or on behalf of, distributed, or sold by a
27 Settling Defendant. Any retailer who has been named in one or more Complaints (a "**Retailer**
28 **Defendant**") due to its sale of one or more such Covered Products shall be dismissed without

1 prejudice unless, prior to the date this Consent Judgment was lodged, that Retailer Defendant had
2 also received a Notice that identified an exemplar product not manufactured or supplied by either a
3 Settling Defendant or an entity that has previously resolved Plaintiff's claims with a downstream
4 release.

5 **5. FORCE MAJEURE**

6 In the event that it is not feasible for a Settling Defendant to obtain conforming octocrylene
7 necessary so as to comply with any Reformulation Standard due to an Act of God (including fire,
8 flood, earthquake, storm, hurricane or other natural disaster) or loss of adequate supplier ability to
9 supply octocrylene on an uninterrupted basis compliant with the applicable Octocrylene
10 Reformulation Standard, the provisions of this paragraph will dictate whether the applicable dates
11 for meeting the Reformulation Standards for that Settling Defendant shall be extended. The criteria
12 for determining whether it is feasible to obtain conforming octocrylene shall include the following
13 factors: availability and reliability of supply that meets the applicable Octocrylene Reformulation
14 Standard, cost of such conforming octocrylene and resulting increase in manufacturers' prices
15 resulting from the use of conforming octocrylene, performance characteristics of conforming
16 octocrylene and of the resulting Covered Products, including but not limited to formulation,
17 performance, safety, efficacy, consumer acceptance, and stability.

18 The affected Settling Defendant(s) shall provide notice to Plaintiff and to JAMS mediator
19 Judge James Warren, or if he is not available, another mediator from JAMS mutually agreed to by
20 the Parties or, if necessary, as referred by the Court. Included in the notice shall be the specific
21 reason or reasons for invoking the Force Majeure clause, along with a reasonable estimate of the
22 time period during which the Settling Defendant will be unable to comply with the applicable
23 Reformulation Standard. During the time invoked by the Settling Defendant, the Reformulation
24 Standard shall be revised to 100 ppm for the Finished Product Reformulation Standard and 1,000
25 ppm for the Octocrylene Reformulation Standard.

26 If the Parties disagree as to whether a Settling Defendant has a valid reason to invoke the
27 Force Majeure clause or disagree as to the length of time necessary for such Settling Defendant to
28 comply with the Reformulation Standard, they shall attempt to resolve their differences through one

1 or more sessions with Judge Warren, or if he is not available, another mediator from JAMS
2 mutually agreed to by the Parties or, if necessary, as referred by the Court. Shefa's reasonable fees
3 and costs of the mediation sessions under this Section shall be borne solely by the participating
4 Settling Defendants unless otherwise allocated by Judge Warren or other mediator from JAMS, who
5 shall consider whether mediation was necessary and/or whether a Party asserted unreasonable or
6 extreme positions. If the Parties cannot reach resolution via a meet and confer or the JAMS
7 process, an aggrieved Party may move the Court via a noticed motion on all Parties, with a copy to
8 the Office of the Attorney General, for such additional relief as that Party deems necessary.

9 **6. COURT APPROVAL**

10 This Consent Judgment is not effective until it is approved and entered by the Court and
11 shall be null and void if, for any reason, it is not approved and entered by the Court within one year
12 after it has been fully executed by the Parties, or by such additional time as the Parties may agree in
13 writing.

14 **7. SEVERABILITY**

15 If, subsequent to the execution of this Consent Judgment, any provision of this Consent
16 Judgment is held by a court to be void or unenforceable, or any Parties agree to modify any terms
17 due to input from the Office of the Attorney General or after a hearing before the Court in
18 connection with Shefa's Motion to Approve, or for other good cause, each Party to be bound by any
19 such modified terms must re-execute the modified Consent Judgment and such modified Consent
20 Judgment then shall be presented to the Court for approval by Shefa; provided, however, that if a
21 provision of this Consent Judgment declared void or unenforceable is material to the Party for
22 whom such term provided a benefit or protection, that Party can seek other remedies, including,
23 without limitation, rescission or reformation, based on the provision being declared void or
24 unenforceable.

25 **8. GOVERNING LAW**

26 The terms of this Consent Judgment shall be governed by the laws of the State of California
27 and apply within the State of California. In the event that Proposition 65 is repealed or is otherwise
28 rendered inapplicable by reason of law generally, or as to the Covered Products, including without

1 limitation the delisting of benzophenone, then Settling Defendants may provide written notice to
2 Plaintiff of any asserted change in the law, and with the exception of Sections 3.1 and 3.2 above,
3 have no further obligations pursuant to this Consent Judgment, with respect to, and to the extent
4 that, the Covered Products are so affected. None of the terms of this Consent Judgment shall have
5 any application to Covered Products sold outside of the State of California.

6 **9. FUTURE FEDERAL REGULATION OF OCTOCRYLENE OR BENZOPHENONE**

7 If FDA adopts new regulations or Congress enacts new laws governing octocrylene and/or
8 benzophenone content in any Covered Products, then the Parties shall meet and confer regarding the
9 effect of such changes in the law on the obligations of this Consent Judgment. If necessary to reach
10 agreement, the Parties may refer any specific issue for consideration by Judge Warren or other
11 JAMS mediator agreed to by the Parties or, if necessary, as appointed by the Court.

12 Notwithstanding the foregoing, if FDA authorizes the percentage of octocrylene to increase
13 above the current limit of 10% in Covered Products, then this Consent Judgment shall by operation
14 of law be amended to allow benzophenone in finished Covered Products to rise in proportion to the
15 percentage increase. A Settling Defendant shall notify Plaintiff of the date this Section operates to
16 change any Finished Product Reformulation Standard. This notice obligation shall sunset on June
17 1, 2023. Even if FDA changes the level of permissible octocrylene prior to June 1, 2018, the civil
18 penalty provisions of Section 3.1.2 shall apply as written, not to any standards as modified by this
19 Section 9. The Settling Defendants represent that other than as described in the proceedings and
20 papers referenced in their briefs in these consolidated cases, they are not aware that the FDA
21 currently has published or made public plans to raise the allowable levels of octocrylene in the
22 Covered Products.

23 **10. NOTICE**

24 Unless specified herein, all correspondence and notice required to be provided pursuant to
25 this Consent Judgment shall be in writing and sent by: (i) personal delivery; (ii) first-class
26 registered or certified mail, return receipt requested; or (iii) overnight courier on any party by the
27 other at the following addresses:
28

1 To Settling Defendants:

To Shefa:

2 At address(es) shown on Exhibits
3 A-K

Daniel N. Greenbaum
Law Office of Daniel N. Greenbaum
7120 Hayvenhurst Avenue, Suite 320
Van Nuys, CA 91406

4
5 Any Party, from time to time, may specify in writing to the other Party a change of address to which
6 all notices and other communications shall be sent.

7 **11. COUNTERPARTS; FACSIMILE AND PDF SIGNATURES**

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

11 **12. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(f)**

12 Plaintiff agrees to comply with the reporting form requirements referenced in California
13 Health & Safety Code § 25249.7(f).

14 **13. ADDITIONAL POST EXECUTION ACTIVITIES**

15 The Parties acknowledge that, pursuant to California Health & Safety Code § 25249.7(f),
16 Shefa is obligated to file a noticed motion to obtain judicial approval of this Consent Judgment.
17 Settling Defendants agree to urge the Court to approve this Consent Judgment. If any third party
18 objection to the noticed motion is filed, Plaintiff and Settling Defendants agree to work together to
19 the extent appropriate, and shall appear at any hearing before the Court to urge the Court to approve
20 the Consent Judgment.

21 **14. MODIFICATION**

22 This Consent Judgment may only be modified by a written instrument executed by the Party
23 or Parties to be bound thereby, and after approval by the Court upon a noticed motion. Any motion
24 to modify shall be served on all Parties and the Office of the Attorney General.

25 **15. ENFORCEMENT**

26 **15.1 Settling Defendants**

27 In order to assert a potential violation of the Consent Judgment, Plaintiff shall provide notice
28 to the allegedly violating Settling Defendant as set forth in this paragraph (“**Notice of Breach**”): (a)

1 Plaintiff shall provide all results of testing conducted on a specific Covered Product during the three
2 month period for which the violation is alleged; (b) such testing must be of no less than five (5) of
3 the same Covered Product (irrespective of the volume size of the container) collected within the
4 three (3) month period, from five different retail vendors; (c) the average of all test results for that
5 period exceed the finished Product Reformulation Standard; and (d) Plaintiff shall provide the
6 alleged violator a copy of (i) the purchase information for the allegedly violating Covered Product
7 and (ii) a digital image of the allegedly violating Covered Product showing the SKU/UPC and, if
8 present on the container, the Lot/Batch number(s).

9 The allegedly violating Settling Defendant and Plaintiff shall, within thirty (30) days of
10 receipt of the Notice of Breach, meet and confer regarding the alleged violation, during which time
11 Plaintiff shall not file any motion, application, action, or pleading regarding the alleged violation.

12 For the first alleged violation as to any specific Covered Product for which Plaintiff provides
13 Notice of Breach, the Settling Defendant whose Covered Product is alleged to be in violation may
14 demonstrate compliance by providing (1) a Certificate of Analysis or comparable verified
15 quantitative benzophenone content information for five (5) units of the Covered Product or for the
16 lot(s) of octocrylene from the supplier(s) of the octocrylene in the Covered Product at issue showing
17 levels of benzophenone meeting the Octocrylene Reformulation Standard, or (2) a prior test result,
18 using scientifically appropriate test methodologies, of the lot(s) of octocrylene used in the finished
19 product which is the subject of the Notice of Breach, showing levels of benzophenone meeting the
20 Octocrylene Reformulation Standard. If the Settling Defendant cannot demonstrate compliance, it
21 must pay a stipulated civil penalty of \$25,000 to be allocated according to Section 3.1.

22 In the event that, thereafter, Plaintiff provides a Notice of Breach pertaining to a second
23 alleged violation for the same Covered Product, he must do so in accordance with this section. For
24 the second alleged violation noticed by Plaintiff of the same Covered Product, the Settling
25 Defendant may demonstrate compliance with the terms of the Consent Judgment by providing test
26 results, using scientifically appropriate test methodologies, conducted on five (5) units of the
27 Covered Product or on the first three (3) lots of octocrylene received more than 30 days after receipt
28 of the written response showing compliance with the Octocrylene Reformulation Standard received

1 from the supplier of the octocrylene used to make the finished product which was the subject of the
2 first Notice of Breach, and used to manufacture that finished product. If fewer than three (3) lots
3 are received during the relevant time period, testing is required only for such lots as were received.
4 Such a showing shall constitute compliance.

5 In the event that a Settling Defendant cannot demonstrate compliance in the manner set forth
6 above after receipt of a second Notice of Breach for the same Covered Product, and Plaintiff
7 thereafter provides notice in accordance with the provisions in this Section of a third alleged
8 violation for the same Covered Product, Settling Defendant shall pay a stipulated penalty of
9 \$50,000 for each such second or subsequent violation.

10 **15.2 Retailer Defendants**


11 If Plaintiff sends a Notice of Breach to a Retailer Defendant, that Retailer Defendant shall be
12 allowed to tender such notice to the manufacturer, distributor or seller of the subject Covered
13 Product who is a Settling Defendant. Thereafter, Plaintiff shall proceed with such Settling
14 Defendant in accordance with Section 15.1 in lieu of the Retailer Defendant.

15 **16. AUTHORIZATION**

16 The undersigned are authorized to execute this Consent Judgment on behalf of their
17 respective Parties and have read, understood and agree to all of the terms and conditions of this
18 Consent Judgment.

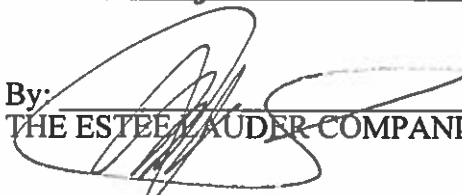
19 AGREED TO:

20 Date: 5/23/16

21
22 By: 
23 Shefa LMV, LLC


AGREED TO:

24 Date: May 19th, 2016

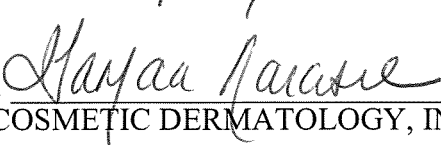
25 By: 
26 THE ESTEE LAUDER COMPANIES INC.
27 GAVIN KAPLAN
28 SVP GLOBAL R&D

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Date: 5/23/16

By: 
Shefa LMV, LLC

Date: 5/23/2016

By: 
COSMETIC DERMATOLOGY, INC.

Date: _____

By: _____
Shefa LMV, LLC

Date: _____

By: _____
CROWN LABORATORIES, INC.

Date: _____

By: _____
Shefa LMV, LLC

Date: _____

By: _____
FIRST AID BEAUTY, INC.

Date: _____

By: _____
Shefa LMV, LLC

Date: _____

By: _____
PETER THOMAS ROTH LLC

Date: _____

By: _____
Shefa LMV, LLC


Date: _____

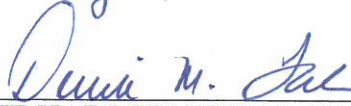
By: _____
BOOTS RETAIL USA, INC.

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Date: 5/23/16

Date: May 20, 2016

By: 
Shefa LMV, LLC

By: 
THE HAIN CELESTIAL GROUP, INC.

Date: _____

Date: _____

By: _____
Shefa LMV, LLC

By: _____
MARKWINS BEAUTY PRODUCTS,
INC. and PHYSICIANS FORMULA,
INC.

Date: _____

Date: _____

By: _____
Shefa LMV, LLC

By: _____
KISS MY FACE

Date: _____

Date: _____

By: _____
Shefa LMV, LLC

By: _____
STRIVECTIN OPERATING CO., INC.
aka NIADYNE, INC.

Date: _____

Date: _____

By: _____
Shefa LMV, LLC

By: _____
BEIERSDORF, INC.

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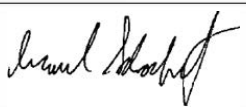
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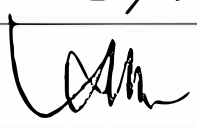
By: _____
Shefa LMV, LLC

By: _____
THE HAIN CELESTIAL GROUP, INC.

Date: 5/23/16

Date: 05/20/2016

By: 
Shefa LMV, LLC

By: 
MARKWINS BEAUTY PRODUCTS,
INC. and PHYSICIANS FORMULA,
INC.

Date: _____

Date: _____

By: _____
Shefa LMV, LLC

By: _____
KISS MY FACE

Date: _____

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By: _____
Shefa LMV, LLC

By: _____
STRIVECTIN OPERATING CO., INC.
aka NIADYNE, INC.

Date: _____

Date: _____

By: _____
Shefa LMV, LLC

By: _____
BEIERSDORF, INC.

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Date: _____ Date: _____

By: _____ By: _____
Shefa LMV, LLC THE HAIN CELESTRIAL GROUP, INC.

Date: _____ Date: _____

By: _____ By: _____
Shefa LMV, LLC MARKWINS BEAUTY PRODUCTS,
INC. aka PHYSICIANS FORMULA, INC.

Date: 5/23/16 Date: 5-20-2016

By:  By: 
Shefa LMV, LLC KISS MY FACE

Date: _____ Date: _____

By: _____ By: _____
Shefa LMV, LLC STRIVECTIN OPERATING CO., INC.
aka NIADYNE, INC.

Date: _____ Date: _____

By: _____ By: _____
Shefa LMV, LLC BEIERSDORF, INC.

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By: _____
Shefa LMV, LLC

By: _____
THE HAIN CELESTRIAL GROUP, INC.

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By: _____
Shefa LMV, LLC

By: _____
MARKWINS BEAUTY PRODUCTS,
INC. aka PHYSICIANS FORMULA, INC.

Date: _____

Date: _____


By: _____
Shefa LMV, LLC

By: _____
KISS MY FACE

Date: 5/23/16

Date: 5/23/16

By: 
Shefa LMV, LLC

By: 
STRIVECTIN OPERATING CO., INC.
NIADYNE, INC.

Date: _____

Date: _____

By: _____
Shefa LMV, LLC

By: _____
BEIERSDORF, INC.

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Date: _____ Date: _____

By: _____ By: _____
Shefa LMV, LLC THE HAIN CELESTRIAL GROUP, INC.

Date: _____ Date: _____

By: _____ By: _____
Shefa LMV, LLC MARKWINS BEAUTY PRODUCTS,
INC. aka PHYSICIANS FORMULA, INC.



Date: _____ Date: _____

By: _____ By: _____
Shefa LMV, LLC KISS MY FACE

Date: _____ Date: _____

By: _____ By: _____
Shefa LMV, LLC STRIVECTIN OPERATING CO., INC.
aka NIADYNE, INC.

Date: 5/23/16 Date: 5/20/2016

By:  By: 
Shefa LMV, LLC BEIERSDORF, INC.

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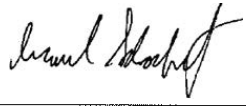
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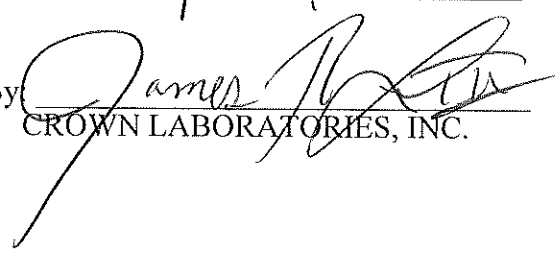
By: _____
Shefa LMV, LLC

By: _____
COSMETIC DERMATOLOGY, INC.

Date: 5/23/16

Date: May 18, 2016

By: 
Shefa LMV, LLC

By: 
CROWN LABORATORIES, INC.

Date: _____

Date: _____

By: _____
Shefa LMV, LLC

By: _____
FIRST AID BEAUTY, INC.

Date: _____

Date: _____

By: _____
Shefa LMV, LLC

By: _____
PETER THOMAS ROTH LLC

Date: _____

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By: _____
Shefa LMV, LLC

By: _____
BOOTS RETAIL USA, INC.


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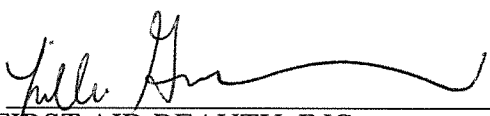
By: _____
Shefa LMV, LLC

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CROWN LABORATORIES, INC.

Date: 5/23/16

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Shefa LMV, LLC

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FIRST AID BEAUTY, INC.

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Shefa LMV, LLC

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PETER THOMAS ROTH LLC

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Shefa LMV, LLC

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BOOTS RETAIL USA, INC.

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COSMETIC DERMATOLOGY, INC.

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Shefa LMV, LLC

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CROWN LABORATORIES, INC.

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Shefa LMV, LLC

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FIRST AID BEAUTY, INC.

Date: 5/23/16

Date: 5/20/16

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PETER THOMAS ROTH LLC

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Shefa LMV, LLC

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BOOTS RETAIL USA, INC.

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Shefa LMV, LLC

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COSMETIC DERMATOLOGY, INC.

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Shefa LMV, LLC

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CROWN LABORATORIES, INC.

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Shefa LMV, LLC

By: _____
FIRST AID BEAUTY, INC.

Date: _____

Date: _____

By: _____
Shefa LMV, LLC

By: _____
PETER THOMAS ROTH LLC

Date: 5/23/16

Date: 5/24/16

By: 
Shefa LMV, LLC

By: 
BOOTS RETAIL USA, INC.

EXHIBIT A

I. Name of Settling Defendant (Mandatory)

THE ESTÉE LAUDER COMPANIES INC. (previously named subsidiaries include ORIGINS NATURAL RESOURCES, INC. as DOE 20 and CLINIQUE LABORATORIES, LLC [incorrectly sued as CLINIQUE LABORATORIES, INC.] as DOE 22)

II. Date(s) of 60-Day Notices of Violation (Mandatory)

August 14, 2015

May 20, 2016

III. Names of Releasees (Optional; May be Partial)

Partial and not exhaustive list of releasees: drugstore.com, overstock.com, Nordstrom, Inc.

IV. Illustrative list of Brand Names of Products Manufactured or Distributed for sale in California, or sold in California by Settling Defendant (Mandatory for all Settling Defendants)

Personal care products under the following illustrative and not intended to be exhaustive list of brand names: Aerin, Aramis, Aveda, Bobbi Brown, by Kilian, Bumble and bumble, Clinique, Coach, Darphin, Donna Karan New York, Editions de Parfums Frederic Malle, Ermenegilo Zegna, Estee Lauder, GLAMGLOW, GoodSkin Labs, Jo Malone London, Kiton, La Mer, Lab Series, Le Labo, MAC, Marni, Michael Kors, Ojon, Origins, Osiao, Prescriptives, RODIN olio lusso, Smashbox, Tom Ford, Tommy Hilfiger, Tory Burch

V. Settling Defendant's Required Settlement Payments (TBD for Each Settling Defendant)

- A. Initial Civil Penalty: **\$16,000.00; (75%) to OEHHA: \$12,000.00; (25%) to Shefa: \$4,000.00**
- B. Final Civil Penalty (Unless waived pursuant to Section 3.1.2): **\$47,000.00; (75%) to OEHHA: \$35,250.00; (25%) to Shefa: \$11,750.00.**
- C. Reimbursement of attorneys' fees and costs: **\$22,000.00**

VI. Recipient of any notices pursuant to Section 9:

**Michèle Corash
Morrison & Foerster LLP
425 Market Street
San Francisco, CA 94105**

**Andrea Lewis Allan
Vice President and Legal Counsel
The Estée Lauder Companies
767 Fifth Avenue
New York, NY 10153**

**Alejandro Bras
Morrison & Foerster LLP
425 Market Street
San Francisco, CA 94105**

1 **EXHIBIT B**

2 I. Name of Settling Defendant (Mandatory)

3 **THE HAIN CELESTIAL GROUP, INC. as DOE 5**

4
5 II. Date(s) of 60-Day Notices of Violation (Mandatory)

6 **May 8, 2015**

7 **May 20, 2016**

8 III. Names of Releasees (Optional; May be Partial)

9 **Partial list of releasees: drugstore.com, soap.com, Bristol Farms**

10
11 IV. Illustrative list of Brand Names of Products Manufactured or Distributed for sale in
12 California, or sold in California by Settling Defendant (Mandatory for all Settling Defendants)

13 **Illustrative and not intended to be exhaustive list of brand names: Alba Botanica, JASON**

14 V. Settling Defendant's Required Settlement Payments

15 A. Initial Civil Penalty: **\$10,000.00; (75%) to OEHHA: \$7,500.00; (25%) to Shefa:
\$2,500.00**

16 B. Final Civil Penalty (Unless waived pursuant to Section 3.1.2): **\$10,000.00; (75%) to
17 OEHHA: \$7,500.00; (25%) to Shefa: \$2,500.00**

18 C. Reimbursement of attorneys' fees and costs: **\$22,000.00**

19 VI. Recipient of any notices pursuant to Section 9:

20
21 **Trenton H. Norris**
22 **Arnold & Porter LLP**
23 **Three Embarcadero Center**
24 **10th Floor**
25 **San Francisco, CA 94111**

26 **Denise Faltischek**
27 **Executive Vice President and**
28 **General Counsel, Chief Compliance Officer**
The Hain Celestial Group, Inc.
1111 Marcus Ave., Bldg. 1
Lake Success, NY 11042

1 **EXHIBIT C**

2 I. Name of Settling Defendant (Mandatory)

3 **MARKWINS BEAUTY PRODUCTS, INC. as DOE 33 and PHYSICIANS FORMULA, INC.**
4 **as DOE 7**

5
6 II. Date(s) of 60-Day Notices of Violation (Mandatory)

7 **May 8, 2015**
8 **May 26, 2015**
9 **May 20, 2016**

10 III. Names of Releasees (Optional; May be Partial)

11 **Partial list of releasees: Markwins International Corporation, Rite Aid Corporation,**
12 **Walgreen Co., drugstore.com, Target Corporation**

13 IV. Illustrative list of Brand Names of Products Manufactured or Distributed for sale in
14 California, or sold in California by Settling Defendant (Mandatory for all Settling Defendants)

15 **Illustrative and not intended to be exhaustive list of brand names: Physicians Formula, Wet n**
16 **Wild, Black Radiance, Bonne Bell, Lip Smacker**

17 V. Settling Defendant's Required Settlement Payments

- 18 A. Initial Civil Penalty: **\$10,000.00; (75%) to OEHHA: \$7,500.00; (25%) to Shefa:**
19 **\$2,500.00**
- 20 B. Final Civil Penalty (Unless waived pursuant to Section 3.1.2): **\$10,000.00; (75%) to**
21 **OEHHA: \$7,500.00; (25%) to Shefa: \$2,500.00**
- 22 C. Reimbursement of attorneys' fees and costs: **\$22,000.00**

23 VI. Recipient of any notices pursuant to Section 9:

24 **Trenton H. Norris**
25 **Arnold & Porter LLP**
26 **Three Embarcadero Center**
27 **10th Floor**
28 **San Francisco, CA 94111**

Roger Lin
Markwins Beauty Products, Inc.
Physicians Formula, Inc.
22067 Ferrero Parkway
City of Industry, CA 91789

EXHIBIT D

I. Name of Settling Defendant (Mandatory)

KISS MY FACE, LLC as DOE 14

II. Date(s) of 60-Day Notices of Violation (Mandatory)

May 8, 2015
May 20, 2016

III. Names of Releasees (Optional; May be Partial)

Partial list of Releasees: drugstore.com

IV. Illustrative list of Brand Names of Products Manufactured or Distributed for sale in California, or sold in California by Settling Defendant (Mandatory for all Settling Defendants)

Kiss My Face

V. Settling Defendant's Required Settlement Payments
(TBD for Each Settling Defendant)

- A. Initial Civil Penalty: \$10,000.00; (75%) to OEHHA: \$7,500.00; (25%) to Shefa: \$2,500.00
- B. Final Civil Penalty (Unless waived pursuant to Section 3.1.2): \$10,000.00; (75%) to OEHHA: \$7,500.00; (25%) to Shefa: \$2,500.00.
- C. Reimbursement of attorneys' fees and costs: \$22,000.00

VI. Recipient of any notices pursuant to Section 9:

Steve Michaelson, CEO
Kiss My Face, LLC
144 Main Street
Gardiner, NY 12525

Peg Carew Toledo
Peg Carew Toledo, Law Corporation
3001 Douglas Blvd., Suite 340
Roseville, CA 95658

EXHIBIT E

I. Name of Settling Defendant (Mandatory)

STRIVECTIN OPERATING CO., INC. as DOE 31; NIADYNE, INC. as DOE 30

II. Date(s) of 60-Day Notices of Violation (Mandatory)

May 8, 2015, May 14, 2015 and May 20, 2016

III. Names of Releasees (Optional; May be Partial)

Ulta Salon, Cosmetics and Fragrance, Inc.

IV. Illustrative list of Brand Names of Products Manufactured or Distributed for sale in California, or sold in California by Settling Defendant (Mandatory for all Settling Defendants)

NIA 24 Sun Damage Prevention Broad Spectrum SPF 30 UVA/UVB Sunscreen

StriVectin Repair & Protect Moisturizer Broad Spectrum SPF 30

StriVectin Clinical Corrector Anti-Aging Lip Tint SPF 20 (all shades)

StriVectin Advanced Retinol Day Moisturizer Broad Spectrum SPF 30

StriVectin-SH Age Protect SPF 30

StriVectin-WH Photo-White Day Lotion SPF 30

Strivectin CC plum SPF 20; UPC: 817777007183

NIA24 Niacin-Powered Skin Therapy; UPC: 852103000773

V. Settling Defendant's Required Settlement Payments
(TBD for Each Settling Defendant)

A. Initial Civil Penalty: \$10,000.00; (75%) to OEHHA: \$7,500.00; (25%) to Shefa: \$2,500.00

B. Final Civil Penalty (Unless waived pursuant to Section 3.1.2): \$10,000.00; (75%) to OEHHA: \$7,500.00; (25%) to Shefa: \$2,500.00.

C. Reimbursement of attorneys' fees and costs: \$22,000.00

VI. Recipient of any notices pursuant to Section 9:

Jason Kerr
Counsel
Price, Parkinson & Kerr
5742 W. Harold Gatty Drive
Salt Lake City, Utah 84116

Cori Aleardi
Chief Financial Officer
StriVectin Operating Company, Inc.
Niadyne, Inc.
1601 West 26th Street
Suite 105
New York, NY 10001

EXHIBIT F

I. Name of Settling Defendant (Mandatory)

BEIERSDORF, INC. as DOE 2

II. Date(s) of 60-Day Notices of Violation (Mandatory)

March 26, 2015

III. Names of Releasees (Optional; May be Partial)

IV. Illustrative list of Brand Names of Products Manufactured or Distributed for sale in California, or sold in California by Settling Defendant (Mandatory for all Settling Defendants)

Aquaphor Broad Spectrum SPF 30; UPC: 072140010119

V. Settling Defendant's Required Settlement Payments
(TBD for Each Settling Defendant)

- A. Initial Civil Penalty: \$10,000.00 (total amount), comprising of (75%) to OEHHA: \$7,500.00; (25%) to Shefa: \$2,500.00
- B. Final Civil Penalty (Unless waived pursuant to Section 3.1.2): \$10,000.00 (total amount), comprising of (75%) to OEHHA: \$7,500.00; (25%) to Shefa: \$2,500.00.
- C. Reimbursement of attorneys' fees and costs: \$22,000.00

VI. Recipient of any notices pursuant to Section 9:

Legal Department
Beiersdorf, Inc.
45 Danbury Road
Wilton, CT, 06897

Gregory Sperla

Greenberg Traurig, LLP

1201 K St., Suite 1100
Sacramento, CA 95814

EXHIBIT G

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I. Name of Settling Defendant (Mandatory)

COSMETIC DERMATOLOGY, INC. as DOE 19

II. Date(s) of 60-Day Notices of Violation (Mandatory)

May 8, 2015 and Supplemental Notice on May 20, 2016

III. Names of Releasees (Optional; May be Partial)

Includes but is not limited to Cosmetic Dermatology, Inc. and Drugstore.com.

IV. Illustrative list of Brand Names of Products Manufactured or Distributed for sale in California, or sold in California by Settling Defendant (Mandatory for all Settling Defendants), but not limited to:

- Dr. Brandt BB cream; UPC: 663963008249
- Dr. Brandt personal care products

V. Settling Defendant's Required Settlement Payments

- A. Initial Civil Penalty: \$5,500.00; (75%) to OEHHA: \$4,125.00; (25%) to Shefa: \$1,375.00
- B. Final Civil Penalty (Unless waived pursuant to Section 3.1.2): \$5,000.00; (75%) to OEHHA: \$3,750.00; (25%) to Shefa: \$1,250.00.
- C. Reimbursement of attorneys' fees and costs: \$22,000.00

VI. Recipient of any notices pursuant to Section 9:

Name: Tamara Narcisse
Title: Executive Director of Finance
Address: Cosmetic Dermatology, Inc.
8798 NW 15th Street
Miami, FL 33172

Name: Julie Hussey, Esq.
Title: Attorney
Address: Perkins Coie LLP
11988 El Camino Real
Suite 350
San Diego, California 92130

EXHIBIT H

I. Name of Settling Defendant (Mandatory)

CROWN LABORATORIES, INC. as DOE 16

II. Date(s) of 60-Day Notices of Violation (Mandatory)

May 26, 2015

III. Names of Releasees (Optional; May be Partial)

Crown Laboratories, Inc; Drugstore.com

IV. Illustrative list of Brand Names of Products Manufactured or Distributed for sale in California, or sold in California by Settling Defendant (Mandatory for all Settling Defendants)

All BLUE LIZARD Sport Sunscreen, including but not limited to UPC Nos. 600270788 and 303162020504.

BLUE LIZARD Regular Sunscreen, including but not limited to UPC No. 600027000108.

V. Settling Defendant's Required Settlement Payments
(TBD for Each Settling Defendant)

A. Initial Civil Penalty: \$5,500.00; (75%) to OEHHHA: \$4,125.00; (25%) to Shefa: \$1,375.00

B. Final Civil Penalty (Unless waived pursuant to Section 3.1.2): \$5,000.00; (75%) to OEHHHA: \$3,750.00; (25%) to Shefa: \$1,250.00

C. Reimbursement of attorneys' fees and costs: \$22,000.00

VI. Recipient of any notices pursuant to Section 9:

James R. Lawrence, III _____
Name

Jeffery A. Bedard _____
Name

General Counsel _____
Title

Chief Executive Officer _____
Title

349 Lafe Cox Drive, Johnson City, TN 37604 _____
Address

349 Lafe Cox Drive, Johnson City, TN 37604 _____
Address

EXHIBIT I

I. Name of Settling Defendant (Mandatory)

FIRST AID BEAUTY, INC. as DOE 32

II. Date(s) of 60-Day Notices of Violation (Mandatory)

May 26, 2015

III. Names of Releasees (Optional; May be Partial)

Partial list of Releasees includes, but is not limited to, Drugstore.com.

IV. Illustrative list of Brand Names of Products Manufactured or Distributed for sale in California, or sold in California by Settling Defendant (Mandatory for all Settling Defendants)

5 in 1 Face Cream SPF 30; UPC: 851939002081

V. Settling Defendant's Required Settlement Payments

A. Initial Civil Penalty: **\$5,500.00**; (75%) to OEHHHA: \$4,125.00; (25%) to Shefa: \$1,375.00

B. Final Civil Penalty (Unless waived pursuant to Section 3.1.2): \$5,000.00; (75%) to OEHHHA: \$3,750.00; (25%) to Shefa: \$1,250.00.

C. Reimbursement of attorneys' fees and costs: **\$22,000.00**

VI. Recipient of any notices pursuant to Section 9:

Name

Name

Title

Title

Address

Address

EXHIBIT J

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I. Name of Settling Defendant (Mandatory)

PETER THOMAS ROTH LABS LLC as DOE 24

II. Date(s) of 60-Day Notices of Violation (Mandatory)

March 26, 2015

III. Names of Releasees (Optional; May be Partial)

Partial list of Releasees includes, but is not limited to, Beauty and Supplement Emporium.

IV. Illustrative list of Brand Names of Products Manufactured or Distributed for sale in California, or sold in California by Settling Defendant (Mandatory for all Settling Defendants)

Peter Thomas Roth Max Sheer All Day Moisture Defense; UPC: 670367013243

V. Settling Defendant's Required Settlement Payments

A. Initial Civil Penalty: **\$5,500.00**; (75%) to OEHHA: \$4,125.00; (25%) to Shefa: \$1,375.00

B. Final Civil Penalty (Unless waived pursuant to Section 3.1.2): \$5,000.00; (75%) to OEHHA: \$3,750.00; (25%) to Shefa: \$1,250.00.

C. Reimbursement of attorneys' fees and costs: \$22,000.00

VI. Recipient of any notices pursuant to Section 9:

Name

Name

Title

Title

Address

Address

EXHIBIT K

I. Name of Settling Defendant (Mandatory)

BOOTS RETAIL USA, INC. as DOE 28

II. Date(s) of 60-Day Notices of Violation (Mandatory)

May 8, 2015

May 20, 2016

III. Names of Releasees (Optional; May be Partial)

All entities subject to sections 4.1, 4.2, 4.3, including, but not limited to:

1. ULTA SALON, COSMETICS & FRAGRANCE, INC
2. Target Corporation
3. Walgreen Co.

IV. Illustrative list of Brand Names of Products Manufactured or Distributed for sale in California, or sold in California by Settling Defendant (Mandatory for all Settling Defendants)

No. 7 Dual Action SPF 15; Botanics Organic Hydrating Day Cream

V. Settling Defendant's Required Settlement Payments
(TBD for Each Settling Defendant)

- A. Initial Civil Penalty: \$5,500.00; (75%) to OEHHA: \$4,125.00; (25%) to Shefa: \$1,375.00
- B. Final Civil Penalty (Unless waived pursuant to Section 3.1.2): \$5,000.00; (75%) to OEHHA: \$3,750.00; (25%) to Shefa: \$1,250.00.
- C. Reimbursement of attorneys' fees and costs: \$22,000.00

VI. Recipient of any notices pursuant to Section 9:

Anthony Cortez
Greenberg Traurig, LLP
1201 K St., Suite 1100
Sacramento, CA 95814

Legal Department
Boots Retail USA Inc.
40 Wall Street,
22nd Floor,
New York, NY 10005

EXHIBIT L

60-DAY NOTICE OF VIOLATION

SENT IN COMPLIANCE WITH CALIFORNIA HEALTH & SAFETY CODE §25249.7(d)

DATE: May 8, 2015

To: Drugstore.com; Soap.com; Supergoop; Taylor James, Ltd; Valeant Pharmaceuticals North America LLC; Chums, Inc.; The Hain Celestial Group, Inc.; Lotus Brands, Inc.; Pierre Fabre Dermo Cosmetique USA, Inc.; Kiss My Face; Boots Retail USA, Inc.; C&K, LLC; The Hain Celestial Group, Inc.; Children's Healthcare Research Group, LLC; StriVectin Operating Company Inc.; Concept II Cosmetics Inc.; No-ad Products, LLC; Carma Laboratories Inc.; Physicians Formula, Inc.; Colour Prevails LLC; and

California Attorney General's Office;

District Attorney's Office for 58 Counties; and

City Attorney's Office for Los Angeles, San Diego, San Jose and San Francisco.

From: Shefa LMV, LLC

I. INTRODUCTION

Our name is Shefa LMV, LLC. We are citizens and a Limited Liability Company of the State of California acting in the interest of the general public. We seek to promote awareness of exposures to toxic chemicals in products sold in California and, if possible, to improve public health and safety by reducing the hazardous substances contained in such items. This Notice is provided to the parties listed above pursuant to California Health & Safety Code §25249.6, et seq. ("Proposition 65"). The violations alleged by this Notice consist of product exposures, routes of exposures, and types of harm that may potentially result from exposures to the toxic chemical ("listed chemical") identified below:

Product Exposure:	See Section VII, Exhibit A
Listed Chemical:	Benzophenone;
Routes of Exposure:	Dermal absorption;
	Ingestion; and Inhalation
Types of Harm:	Carcinogen

II. NATURE OF ALLEGED VIOLATION (PRODUCT EXPOSURE)

The specific type of product that is causing consumer and occupational exposures in violation of Proposition 65, and which is the subject of this Notice, is listed under "Product Category/Type" in Exhibit A in Section VII below. All products within the type covered by this Notice shall be referred to hereinafter as the "products." The sales of these products in California dating at least as far back as **June 23, 2013** are subject to this Notice. As a result of the sales of these products, exposures to the listed chemical have been occurring without clear and responsible warnings as required by Proposition 65. Without proper warnings regarding the toxic effects of exposures to the listed chemical, resulting from contact with the products from dermal and ingestion exposure as well as inhalation, California citizenry lack the information necessary to make informed decisions on whether and how to eliminate (or reduce) the risk of exposure to the toxic chemical from the reasonably foreseeable use of the products.

Through the act of buying, acquiring and using the products, citizens of California are exposed to the listed chemical in homes, workplaces and elsewhere throughout California where these products are utilized. Exposure to consumers includes, but is not limited to, application to their bodies, their pets or their children. Exposure to consumers includes, but is not limited to, when handling the product Benzophenone is absorbed through dermal, and other migration pathways, including but not limited to incidental ingestion after one touch's the chemical and then touch's food or otherwise places his hands on or near his lips where his tongue can or will continue this pathway to ingestion exposure. Exposure may continue to occur for a significant period after the initial contact. People likely to be exposed are women, men, infants and children. These violations and threatened violations pertain to Proposition 65 chemicals that are listed by the state as known to cause cancer.

III. CONTACT INFORMATION

Please direct all questions concerning this notice to us through our counsel's offices at the following address:

Daniel N. Greenbaum, Esq.
7120 Hayvenhurst Avenue, Suite 320
Van Nuys, CA 91406
Main: (818) 809-2199
Fax: (424) 243-7689
Email: dgreenbaum@greenbaumlawfirm.com

IV. PROPOSITION 65 INFORMATION

For general information concerning the provisions of Proposition 65, please feel free to contact the Office of Environmental Health Hazard Assessment ("OEHHA") in the Proposition 65 Implementation Office at (916) 445-6900. For the alleged Violator(s), I have attached a copy of "Proposition 65 in Plain Language" which has been prepared by OEHHA.

V. RESOLUTION OF NOTICED CLAIMS

Based on the allegations set forth in this Notice, we intend to file a citizen enforcement lawsuit against the alleged Violator(s), unless such Violator enters into a binding written agreement to: (1) recall products already sold or undertake best efforts to ensure that the requisite health hazard warnings are provided to those whom have received such products; (2) provide clear and reasonable warnings for products sold in the future, or reformulate such products to eliminate the Benzophenone exposures.

If the alleged Violator is interested in resolving this dispute without resorting to time-consuming and expensive litigation, please feel free to contact my counsel identified in Section III. It should be noted that neither my counsel nor I can: (1) finalize any settlement until after the 60-day Notice period elapses; nor (2) speak for the Attorney General or any District Attorney or City Attorney who received this Notice. Therefore, while reaching an agreement that will resolve my claims, such an agreement may not be approved by the Attorney General after referral to them, or by the court as the last voice on settlements.

VI. ADDITIONAL INFORMATION

Product

Sunscreen; Face lotion; Lip tint;
Lip Balm; Skin Cream

Retailer(s)

Drugstore.com; Soap.com

Manufacturer(s)/Distributor(s)

Supergoop; Taylor James, Ltd.;
Valeant Pharmaceuticals North
America LLC; Chums, Inc.; The
Hain Celestial Group, Inc.; Lotus
Brands, Inc.; Pierre Fabre Dermo
Cosmetique USA, Inc.; Kiss My
Face; Boots Retail USA, Inc.; C&K,
LLC; The Hain Celestial Group,
Inc.; Children's Healthcare Research
Group, LLC; StriVectin Operating
Company Inc.; Concept II Cosmetics
Inc.; No-ad Products, LLC; Carma
Laboratories Inc.; Physicians
Formula, Inc.; Colour Prevails LLC

VII. EXHIBIT A

Identified below are named products which contain the alleged chemicals at issue, and this reference is supportive of the material facts that are a part of my counsels Certificate of Merit that is attached hereto as being available for purchase or use in California that is within the category or type of offending product covered by this Notice. Based on publicly available information, the retailers, distributors and/or manufacturers of the example within the category or type of product are also provided below. I believe and allege that the sale of the offending products also has occurred without the requisite Proposition 65 “clear and reasonable warnings” at one or more locations and/or via other means including, but not limited to, transactions made over-the-counter, business to business, through the internet, and/or via catalog by the alleged Violator(s) and other distributors and retailers of the product.

Product Category	Specific Product	UPC	Sold by	Manufacturer/Distributor
Sunscreen	Supergoop! SPF 30 w/ vitamin C	894280001662	drugstore.com	Supergoop / Taylor James, Ltd.
Sunscreen	CeraVe wet skin spray SPF 50	301872206010	drugstore.com	Valeant Pharmaceuticals North America LLC
Sunscreen	Beyond Coastal Active Facestick SPF 30	093039150167	drugstore.com	Chums, Inc.
Sunscreen	Alba Botanica Hawaiian Greentea SPF 45	724742008277	drugstore.com	The Hain Celestial Group, Inc.
Face Lotion	BWC daily facial lotion SPF 18	000056454154	drugstore.com	Lotus Brands, Inc.
Sunscreen	Eau Thermale Avene SPF 50	838760007898	drugstore.com	Pierre Fabre Dermo Cosmetique USA, Inc.
Sunscreen	Kiss my Face Kids defense spray SPF 50	028367841975	drugstore.com	Kiss My Face
Skin Cream	No. 7 Dual Action SPF 15	5000167143218	drugstore.com	Boots Retail USA, Inc.
Sunscreen	Coola Sport Unscented SPF 50	853319002735	drugstore.com	C&K, LLC
Sunscreen	Jason Sun Sport Sunscreen SPF 45	078522083207	Soap.com	The Hain Celestial Group, Inc.
Sunscreen	Baby blanket faces SPF 50	050778150032	drugstore.com	Children's Healthcare Research Group, LLC
Lip Tint	Strivectin CC plum SPF 20	817777007183	drugstore.com	StriVectin Operating Co. Inc.
Sunscreen	SolScents Broad Spectrum Flower Blast SPF 50	763319108620	drugstore.com	Concept II Cosmetics Inc.
Sunscreen	No-Ad Broad Spectrum SPF 85	897640002286	drugstore.com	No-ad Products, LLC
Lip Balm	Carmex Cherry Lip Balm	083078000301	drugstore.com	Carma Laboratories Inc.
Skin Cream	Physicians Formula Wrinkle Corrector SPF 15	044386075276	drugstore.com	Physicians Formula, Inc.
Skin Cream	Nonie Crème Colour Prevails Spectrum SPF 20	812580020091	drugstore.com	Colour Prevails LLC

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this case or action. My business address is: **7120 Hayvenhurst Avenue, Suite 320, Van Nuys, CA 91406**

A True and Correct copy of the documents entitled **60 DAY NOTICE OF VIOLATION; CERTIFICATE OF MERIT; THE SAFE DRINKING WATER AND TOXIC ENFORCEMENT ACT OF 1986 (PROPOSITION 65): A SUMMARY** will be served or was served in the manner stated below:

I. Interested Parties (Served via Certified Mail): On May 8, 2015, I served the following persons and/or entities at the last known addresses by placing a true and correct copy thereof in a sealed envelope in the United States Mail, postage prepaid, and addressed as follows:

Drugstore.com	ATTN: CEO or President	12835 Old Virginia Rd., Reno, NV 89521
Soap.com	ATTN: CEO or President	PO Box 483, Jersey City NJ 07303
Supergoop	ATTN: CEO or President	200 E GRAYSON ST STE 112, SAN ANTONIO, TX 78215-1269
Supergoop	ATTN: Holly Thaggard	2843 Thomas Ave., Dallas TX 75204
Taylor James Ltd.	ATTN: Taylor Thaggard	314 E. Commerce Street Suite 300, San Antonio TX 78205
Valeant Pharmaceuticals North America LLC	ATTN: CEO or President	700 RTE 202, BRIDGEWATER, NJ 08807
Valeant Pharmaceuticals North America LLC	ATTN: CEO or President	280 S. Mangum Street, Suite 210, Durham NC 27701
Valeant Pharmaceuticals North America LLC	ATTN: CEO or President	400 Somerset Corporate Blvd., Bridgewater NJ 08807
Chums, Inc.	ATTN: Charles Ferries	2424 South 2570 West, Salt Lake City, UT 84119
The Hain Celestial Group, Inc.	ATTN: General Counsel	1111 MARCUS AVE., NEW HYDE PARK, NY 11042-1221
Lotus Brands, Inc.	ATTN: Santosh Krinsky	1100 Lotus Drive Building 3, Silver Lake, WI 53170
Pierre Fabre Dermo Cosmetique USA, Inc.	ATTN: CEO or President	8 Campus Dr, Parsippany, NJ 07054
Kiss My Face	ATTN: CEO or President	144 MAIN ST., GARDINER, NY 12525-5245
C/O CT CORPORATION SYSTEM	Kiss My Face	111 8 th Ave., New York NY 10011
Boots Retail USA, Inc.	ATTN: CEO or President	383 Main Ave., 7th Floor, Norwalk, CT 06851
Corporation Service Company	c/o Boots Retail USA, Inc.	50 Weston Street, Hartford CT 06120
C & K, LLC	ATTN: CEO or President	1726 ORD WAY, OCEANSIDE, CA 92056-1501
C & K, LLC	ATTN: Julie Cardin	1726 ORD WAY, OCEANSIDE, CA 92056-1501
Children's Healthcare Research Group, LLC	ATTN: CEO or President	1504 BREAKERS WEST BLVD., WEST PALM BEACH, FL 33411
Children's Healthcare Research Group, LLC	C/O Kevin Richardson, Esq.	1401 Forum Way, Suite 720, West Palm Beach FL 33401
The Mercer Group LTD	ATTN: CEO or President	254 Hornbine Road, Rehoboth MA 02769
The Mercer Group LTD	ATTN: John Mercer	1628 Highland Ave., Fall River MA 02720
StriVectin Operating Company Inc.	ATTN: CEO or President	601 W 26TH ST., Suite 1505, NEW YORK, NY 10001-1138
Richard D. Gersten & Jonathan H. Owsley	Strivectin Operating Co, Inc.	7 Greenwich O.P. Ste 200, 599 West Putnam Ave., Greenwich CT 06830
Concept II Cosmetics	ATTN: CEO or President	2200 NW 92ND AVE., MIAMI, FL 33172-4813

Concept II Cosmetics	ATTN: Daniel Bittner	2200 NW 92ND AVE., MIAMI, FL 33172-4813
No-ad Products, LLC	ATTN: CEO or President	851 GREENSBORO RD., COCOA, FL 32926-4516
Carma Laboratories, Inc.	ATTN: CEO or President	9750 S FRANKLIN DR., FRANKLIN, WI 53132-8848
Carma Laboratories, Inc.	ATTN: Paul A. Woelbing	5801 W. Airways Ave., Franklin WI 53132
Physicians Formula, Inc.	ATTN: CEO or President	22067 FERRERO PKWY, CITY OF INDUSTRY, CA 91789-5214
Physicians Formula, Inc.	ATTN: Leslie Keegan	22067 FERRERO PKWY, CITY OF INDUSTRY, CA 91789-5214
Colour Prevails LLC	ATTN: CEO or President	950 3RD AVE., 3 rd Floor, NEW YORK, NY 10022-2705
Colour Prevails LLC	ATTN: Stuart J. Litman	950 3RD AVE., 3 rd Floor, NEW YORK, NY 10022-2705

II. California Attorney General (via website Portal): On May 8, 2015, I uploaded a true and correct copy thereof as a PDF file via the California Attorney General's website.

III. District and City Attorneys (via U.S. Mail): On May 8, 2015, I served the following persons and/or entities at the last known addresses by placing a true and correct copy thereof in a sealed envelope in the United States Mail, first class, postage prepaid, and addressed as follows **See attached pages for full service list**

I declare under penalty of perjury under the laws of the State of California and the United States of America that the foregoing is true and correct.

May 8, 2015

Daniel N. Greenbaum, Esq.

Date

Printed Name



Signature

District Attorney
ALAMEDA COUNTY
1225 Fallon Street, Room 900
Oakland, CA 94612

District Attorney
ALPINE COUNTY
PO Box 248
Markleeville, CA 96120

District Attorney
AMADOR COUNTY
708 Court Street, #202
Jackson, CA 95642

District Attorney
BUTTE COUNTY
25 County Center Drive —
Administration Building
Oroville, CA 95965

District Attorney
CALAVERAS COUNTY
891 Mountain Ranch Road
San Andreas, CA 95249

District Attorney
COLUSA COUNTY
346 5th Street, Suite. 101
Colusa, CA 95932

District Attorney
CONTRA COSTA COUNTY
900 Ward Street
Martinez, CA 94553

District Attorney
DEL NORTE COUNTY
450 H Street, Room 171
Crescent City, CA 95531

District Attorney
EL DORADO COUNTY
515 Main Street
Placerville, CA 95667

District Attorney
FRESNO COUNTY
2220 Tulare Street, Suite. 1000
Fresno, CA 93721

District Attorney
GLENN COUNTY
PO Box 430
Willows, CA 95988

District Attorney
HUMBOLDT COUNTY
825 5th Street
Eureka, CA 95501

District Attorney
IMPERIAL COUNTY
940 West Main Street, Suite. 102
El Centro, CA 92243

District Attorney
INYO COUNTY
168 North Edwards
Independence, CA 93526

District Attorney
KERN COUNTY
1215 Truxtun Avenue
Bakersfield, CA 93301

District Attorney
KINGS COUNTY
1400 West Lacey Blvd.
Hanford, CA 93230

District Attorney
LAKE COUNTY
255 N. Forbes Street
Lakeport, CA 95453

District Attorney
LASSEN COUNTY
220 S. Lassen Street, Suite. 8
Susanville, CA 96130

District Attorney
LOS ANGELES COUNTY
210 W. Temple Street
Los Angeles, CA 90012

District Attorney
MADERA COUNTY
209 West Yosemite Avenue
Madera, CA 93637

District Attorney
MARIN COUNTY
3501 Civic Center Drive, Room 130
San Rafael, CA 94903

District Attorney
MARIPOSA COUNTY
PO BOX 730
Mariposa, CA 95338

District Attorney
MENDOCINO COUNTY
PO BOX 1000
Ukiah, CA 95482

District Attorney
MERCED COUNTY
550 West Main Street
Merced, CA 95340

District Attorney
MODOC COUNTY
204 S. Court Street, Room 202
Alturas, CA 96101

District Attorney
MONO COUNTY
PO BOX 2053
Mammoth Lakes, CA 93546

District Attorney
MONTEREY COUNTY
PO BOX 1131
Salinas, CA 93902

District Attorney
NAPA COUNTY
PO BOX 720
Napa, CA 94559

District Attorney
NEVADA COUNTY
201 Commercial Street
Nevada City, CA 95959

District Attorney
ORANGE COUNTY
401 Civic Center Drive West
Santa Ana, CA 92701

District Attorney
PLACER COUNTY
10810 Justice Center Drive
Roseville, CA 95678

District Attorney
PLUMAS COUNTY
520 Main Street, Room 404
Quincy, CA 95971

District Attorney
RIVERSIDE COUNTY
3960 Orange Street
Riverside, CA 92501

District Attorney
SACRAMENTO COUNTY
901 G Street
Sacramento, CA 95812

District Attorney
SAN BENITO COUNTY
419 4th Street
Hollister, CA 95023

District Attorney
SAN BERNARDINO COUNTY
303 W. Third Street
San Bernardino, CA 92415

District Attorney
SAN DIEGO COUNTY
330 W. Broadway, Suite 1300
San Diego, CA 92101

District Attorney
SAN FRANCISCO COUNTY
880 Bryant Street, Third Floor
San Francisco, CA 94103

District Attorney
SAN JOAQUIN COUNTY
PO BOX 990
Stockton, CA 95202

District Attorney
SAN LUIS OBISPO COUNTY
Courthouse Annex, 4th Floor
San Luis Obispo, CA 93408

District Attorney
SAN MATEO COUNTY
400 County Center, Third Floor
Redwood City, CA 94063

District Attorney
SANTA BARBARA COUNTY
1112 Santa Barbara Street
Santa Barbara, CA 93101

District Attorney
SANTA CLARA COUNTY
70 West Hedding Street, West Wing
San Jose, CA 95110

District Attorney
SANTA CRUZ COUNTY
701 Ocean Street, Room 200
Santa Cruz, CA 95060

District Attorney
SHASTA COUNTY
1355 West Street
Redding, CA 96001

District Attorney
SIERRA COUNTY
100 Courthouse Square
Downieville, CA 95936

District Attorney
SISKIYOU COUNTY
PO BOX 986
Yreka, CA 96097

District Attorney
SOLANO COUNTY
675 Texas Street, Suite 4500
Fairfield, CA 94533

District Attorney
SONOMA COUNTY
600 Administration Drive, Room 212J
Santa Rosa, CA 95403

District Attorney
STANISLAUS COUNTY
832 12th Street, Suite 300
Modesto, CA 95353

District Attorney
SUTTER COUNTY
446 Second Street, Suite 102
Yuba City, CA 95991

District Attorney
TEHAMA COUNTY
PO BOX 519
Red Bluff, CA 96080

District Attorney
TRINITY COUNTY
PO BOX 310
Weaverville, CA 96093

District Attorney
TULARE COUNTY
221 South Mooney Blvd., Suite 224
Visalia, CA 93291

District Attorney
TUOLUMNE COUNTY
423 No. Washington Street
Sonora, CA 95370

District Attorney
VENTURA COUNTY
800 South Victoria Avenue
Ventura, CA 93009

District Attorney
YOLO COUNTY
301 Second Street
Woodland, CA 95695

District Attorney
YUBA COUNTY
215 Fifth Street, Suite. 152
Marysville, CA 95901

Mike Feuer
City Attorney
CITY OF LOS ANGELES
200 N. Main Street
Los Angeles, CA 90012

Jan Goldsmith
City Attorney
CITY OF SAN DIEGO
1200 Third Avenue, 3rd Floor
San Diego, CA 92101

Richard Doyle
City Attorney
CITY OF SAN JOSE
200 East Santa Clara Street
San Jose, CA 95113

Dennis J. Herrera
City Attorney
CITY OF SAN FRANCISCO
City Hall, Room 234
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102

CERTIFICATE OF MERIT

I, Daniel N. Greenbaum, hereby declare:

(1) This Certificate of Merit accompanies the attached sixty-day notice(s) in which it is alleged the parties identified in the notices have violated Health and Safety Code section 25249.6 by failing to provide clear and reasonable warnings.

(2) I am the attorney for the noticing party.

(3) I have consulted with one or more persons with relevant and appropriate experience or expertise who has reviewed facts, studies, or other data regarding the alleged exposure to the listed chemical that is the subject of the action.

(4) Based on the information obtained through those consultations, and on all other information in my possession, I believe there is a reasonable and meritorious case for the private action. I understand that "reasonable and meritorious case for the private action" means that the information provides a credible basis that all elements of the plaintiffs' case can be established and the information did not prove that the alleged violator will be able to establish any of the affirmative defenses set forth in the statute.

(5) The copy of this Certificate of Merit served on the Attorney General attaches to it factual information sufficient to establish the basis for this certificate, including the information identified in Health and Safety Code section 25249.7(h)(2), i.e., (1) the identity of the persons consulted with and relied on by the certifier, and (2) the facts, studies, or other data reviewed by those persons.

May 8, 2015

Daniel N. Greenbaum, Esq.



Date

Printed Name

Signature

60-DAY NOTICE OF VIOLATION

SENT IN COMPLIANCE WITH CALIFORNIA HEALTH & SAFETY CODE §25249.7(d)

DATE: May 26, 2015

To: Drugstore.com; PEY Beauty and Health LLC; Crown Laboratories, Inc.; First Aid Beauty LLC; Markwins Beauty Products, Inc. and

California Attorney General's Office;

District Attorney's Office for 58 Counties; and

City Attorney's Office for Los Angeles, San Diego, San Jose and San Francisco.

From: Shefa LMV, LLC

I. INTRODUCTION

Our name is Shefa LMV, LLC. We are citizens and a Limited Liability Company of the State of California acting in the interest of the general public. We seek to promote awareness of exposures to toxic chemicals in products sold in California and, if possible, to improve public health and safety by reducing the hazardous substances contained in such items. This Notice is provided to the parties listed above pursuant to California Health & Safety Code §25249.6, et seq. ("Proposition 65"). The violations alleged by this Notice consist of product exposures, routes of exposures, and types of harm that may potentially result from exposures to the toxic chemical ("listed chemical") identified below:

Product Exposure:	See Section VII, Exhibit A
Listed Chemical:	Benzophenone;
Routes of Exposure:	Dermal absorption;
	Ingestion; and Inhalation
Types of Harm:	Carcinogen

II. NATURE OF ALLEGED VIOLATION (PRODUCT EXPOSURE)

The specific type of product that is causing consumer and occupational exposures in violation of Proposition 65, and which is the subject of this Notice, is listed under "Product Category/Type" in Exhibit A in Section VII below. All products within the type covered by this Notice shall be referred to hereinafter as the "products." The sales of these products in California dating at least as far back as **June 23, 2013** are subject to this Notice. As a result of the sales of these products, exposures to the listed chemical have been occurring without clear and responsible warnings as required by Proposition 65. Without proper warnings regarding the toxic effects of exposures to the listed chemical, resulting from contact with the products from dermal and ingestion exposure as well as inhalation, California citizenry lack the information necessary to make informed decisions on whether and how to eliminate (or reduce) the risk of exposure to the toxic chemical from the reasonably foreseeable use of the products.

Through the act of buying, acquiring and using the products, citizens of California are exposed to the listed chemical in homes, workplaces and elsewhere throughout California where these products are utilized. Exposure to consumers includes, but is not limited to, application to their bodies, their pets or their children. Exposure to consumers includes, but is not limited to, when handling the product

Benzophenone is absorbed through dermal, and other migration pathways, including but not limited to incidental ingestion after one touch's the chemical and then touch's food or otherwise places his hands on or near his lips where his tongue can or will continue this pathway to ingestion exposure. Exposure may continue to occur for a significant period after the initial contact. People likely to be exposed are women, men, infants and children. These violations and threatened violations pertain to Proposition 65 chemicals that are listed by the state as known to cause cancer.

III. CONTACT INFORMATION

Please direct all questions concerning this notice to us through our counsel's offices at the following address:

Daniel N. Greenbaum, Esq.
7120 Hayvenhurst Avenue, Suite 320
Van Nuys, CA 91406
Main: (818) 809-2199
Fax: (424) 243-7689
Email: dgreenbaum@greenbaumlawfirm.com

IV. PROPOSITION 65 INFORMATION

For general information concerning the provisions of Proposition 65, please feel free to contact the Office of Environmental Health Hazard Assessment ("OEHHA") in the Proposition 65 Implementation Office at (916) 445-6900. For the alleged Violator(s), I have attached a copy of "Proposition 65 in Plain Language" which has been prepared by OEHHA.

V. RESOLUTION OF NOTICED CLAIMS

Based on the allegations set forth in this Notice, we intend to file a citizen enforcement lawsuit against the alleged Violator(s), unless such Violator enters into a binding written agreement to: (1) recall products already sold or undertake best efforts to ensure that the requisite health hazard warnings are provided to those whom have received such products; (2) provide clear and reasonable warnings for products sold in the future, or reformulate such products to eliminate the Benzophenone exposures.

If the alleged Violator is interested in resolving this dispute without resorting to time-consuming and expensive litigation, please feel free to contact my counsel identified in Section III. It should be noted that neither my counsel nor I can: (1) finalize any settlement until after the 60-day Notice period elapses; nor (2) speak for the Attorney General or any District Attorney or City Attorney who received this Notice. Therefore, while reaching an agreement that will resolve my claims, such an agreement may not be approved by the Attorney General after referral to them, or by the court as the last voice on settlements.

VI. ADDITIONAL INFORMATION

<u>Product</u>	<u>Retailer(s)</u>	<u>Manufacturer(s)/Distributor(s)</u>
Sunscreen; Skin Cream; Face Cream	Drugstore.com	PEY Beauty and Health LLC; Crown Laboratories, Inc.; First Aid Beauty LLC; Markwins Beauty Products, Inc.

VII. EXHIBIT A

Identified below are named products which contain the alleged chemicals at issue, and this reference is supportive of the material facts that are a part of my counsels Certificate of Merit that is attached hereto as being available for purchase or use in California that is within the category or type of offending product covered by this Notice. Based on publicly available information, the retailers, distributors and/or manufacturers of the example within the category or type of product are also provided below. I believe and allege that the sale of the offending products also has occurred without the requisite Proposition 65 “clear and reasonable warnings” at one or more locations and/or via other means including, but not limited to, transactions made over-the-counter, business to business, through the internet, and/or via catalog by the alleged Violator(s) and other distributors and retailers of the product.

Product Category	Specific Product	UPC	Sold by	Manufacturer/Distributor
Skin Cream	Happy Me anti aging hand repair SPF 30	856114000647	Drugstore.com	PEY Beauty and Health LLC
Sunscreen	Blue Lizard Australian Sunscreen Sport SPF 30+	600027000375	Drugstore.com	Crown Laboratories, Inc.
Face Cream	5 in 1 Face Cream SPF 30	851939002081	Drugstore.com	First Aid Beauty LLC
Skin Cream	Black Radiance BB Cream SPF 15	077802645340	Drugstore.com	Markwins Beauty Products Inc.

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this case or action. My business address is: **7120 Hayvenhurst Avenue, Suite 320, Van Nuys, CA 91406**

A True and Correct copy of the documents entitled **60 DAY NOTICE OF VIOLATION; CERTIFICATE OF MERIT; THE SAFE DRINKING WATER AND TOXIC ENFORCEMENT ACT OF 1986 (PROPOSITION 65): A SUMMARY** will be served or was served in the manner stated below:

I. Interested Parties (Served via Certified Mail): On May 26, 2015, I served the following persons and/or entities at the last known addresses by placing a true and correct copy thereof in a sealed envelope in the United States Mail, postage prepaid, and addressed as follows:

Drugstore.com	ATTN: CEO or President	12835 Old Virginia Rd., Reno, NV 89521
PEY Beauty and Health LLC	ATTN: Nate Dakar	1456 S DURANGO AVE., LOS ANGELES CA 90035
Crown Laboratories, Inc.	ATTN: Libby Erwin	349 Lafe Cox Drive, Johnson City, TN 37604
First Aid Beauty	ATTN: CEO or President	246 WALNUT ST., STE 302, NEWTON, MA 02460-1639
CT Corporation System	c/o First Aid Beauty	155 Federal St., Suite 700, Boston MA 02110
First Aid Beauty LLC	ATTN: Lilli Gordon	51 WATER ST. STE. 202, WATERTOWN, MA 02472
Markwins Beauty Products, Inc.	ATTN: CEO or President	22067 FERRERO PKWY., CITY OF INDUSTRY, CA 91789
Markwins Beauty Products, Inc.	ATTN: Frederick Gartside	1900 Avenue of the Stars, 7 th Floor, Los Angeles CA 90067

II. California Attorney General (via website Portal): On May 26, 2015, I uploaded a true and correct copy thereof as a PDF file via the California Attorney General's website.

III. District and City Attorneys (via U.S. Mail): On May 26, 2015, I served the following persons and/or entities at the last known addresses by placing a true and correct copy thereof in a sealed envelope in the United States Mail, first class, postage prepaid, and addressed as follows **See attached pages for full service list**


I declare under penalty of perjury under the laws of the State of California and the United States of America that the foregoing is true and correct.

May 26, 2015

Date

Daniel N. Greenbaum, Esq.

Printed Name



Signature

District Attorney
ALAMEDA COUNTY
1225 Fallon Street, Room 900
Oakland, CA 94612

District Attorney
ALPINE COUNTY
PO Box 248
Markleeville, CA 96120

District Attorney
AMADOR COUNTY
708 Court Street, #202
Jackson, CA 95642

District Attorney
BUTTE COUNTY
25 County Center Drive —
Administration Building
Oroville, CA 95965

District Attorney
CALAVERAS COUNTY
891 Mountain Ranch Road
San Andreas, CA 95249

District Attorney
COLUSA COUNTY
346 5th Street, Suite. 101
Colusa, CA 95932

District Attorney
CONTRA COSTA COUNTY
900 Ward Street
Martinez, CA 94553

District Attorney
DEL NORTE COUNTY
450 H Street, Room 171
Crescent City, CA 95531

District Attorney
EL DORADO COUNTY
515 Main Street
Placerville, CA 95667

District Attorney
FRESNO COUNTY
2220 Tulare Street, Suite. 1000
Fresno, CA 93721

District Attorney
GLENN COUNTY
PO Box 430
Willows, CA 95988

District Attorney
HUMBOLDT COUNTY
825 5th Street
Eureka, CA 95501

District Attorney
IMPERIAL COUNTY
940 West Main Street, Suite. 102
El Centro, CA 92243

District Attorney
INYO COUNTY
168 North Edwards
Independence, CA 93526

District Attorney
KERN COUNTY
1215 Truxtun Avenue
Bakersfield, CA 93301

District Attorney
KINGS COUNTY
1400 West Lacey Blvd.
Hanford, CA 93230

District Attorney
LAKE COUNTY
255 N. Forbes Street
Lakeport, CA 95453

District Attorney
LASSEN COUNTY
220 S. Lassen Street, Suite. 8
Susanville, CA 96130

District Attorney
LOS ANGELES COUNTY
210 W. Temple Street
Los Angeles, CA 90012

District Attorney
MADERA COUNTY
209 West Yosemite Avenue
Madera, CA 93637

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3501 Civic Center Drive, Room 130
San Rafael, CA 94903

District Attorney
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PO BOX 730
Mariposa, CA 95338

District Attorney
MENDOCINO COUNTY
PO BOX 1000
Ukiah, CA 95482

District Attorney
MERCED COUNTY
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Merced, CA 95340

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MODOC COUNTY
204 S. Court Street, Room 202
Alturas, CA 96101

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MONO COUNTY
PO BOX 2053
Mammoth Lakes, CA 93546

District Attorney
MONTEREY COUNTY
PO BOX 1131
Salinas, CA 93902

District Attorney
NAPA COUNTY
PO BOX 720
Napa, CA 94559

District Attorney
NEVADA COUNTY
201 Commercial Street
Nevada City, CA 95959

District Attorney
ORANGE COUNTY
401 Civic Center Drive West
Santa Ana, CA 92701

District Attorney
PLACER COUNTY
10810 Justice Center Drive
Roseville, CA 95678

District Attorney
PLUMAS COUNTY
520 Main Street, Room 404
Quincy, CA 95971

District Attorney
RIVERSIDE COUNTY
3960 Orange Street
Riverside, CA 92501

District Attorney
SACRAMENTO COUNTY
901 G Street
Sacramento, CA 95812

District Attorney
SAN BENITO COUNTY
419 4th Street
Hollister, CA 95023

District Attorney
SAN BERNARDINO COUNTY
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San Bernardino, CA 92415

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Stockton, CA 95202

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San Luis Obispo, CA 93408

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Redwood City, CA 94063

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Santa Barbara, CA 93101

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70 West Hedding Street, West Wing
San Jose, CA 95110

District Attorney
SANTA CRUZ COUNTY
701 Ocean Street, Room 200
Santa Cruz, CA 95060

District Attorney
SHASTA COUNTY
1355 West Street
Redding, CA 96001

District Attorney
SIERRA COUNTY
100 Courthouse Square
Downieville, CA 95936

District Attorney
SISKIYOU COUNTY
PO BOX 986
Yreka, CA 96097

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675 Texas Street, Suite 4500
Fairfield, CA 94533

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SONOMA COUNTY
600 Administration Drive, Room 212J
Santa Rosa, CA 95403

District Attorney
STANISLAUS COUNTY
832 12th Street, Suite 300
Modesto, CA 95353

District Attorney
SUTTER COUNTY
446 Second Street, Suite 102
Yuba City, CA 95991

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PO BOX 519
Red Bluff, CA 96080

District Attorney
TRINITY COUNTY
PO BOX 310
Weaverville, CA 96093

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District Attorney
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San Jose, CA 95113

Dennis J. Herrera
City Attorney
CITY OF SAN FRANCISCO
City Hall, Room 234
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102

CERTIFICATE OF MERIT

I, Daniel N. Greenbaum, hereby declare:

(1) This Certificate of Merit accompanies the attached sixty-day notice(s) in which it is alleged the parties identified in the notices have violated Health and Safety Code section 25249.6 by failing to provide clear and reasonable warnings.

(2) I am the attorney for the noticing party.

(3) I have consulted with one or more persons with relevant and appropriate experience or expertise who has reviewed facts, studies, or other data regarding the alleged exposure to the listed chemical that is the subject of the action.

(4) Based on the information obtained through those consultations, and on all other information in my possession, I believe there is a reasonable and meritorious case for the private action. I understand that "reasonable and meritorious case for the private action" means that the information provides a credible basis that all elements of the plaintiffs' case can be established and the information did not prove that the alleged violator will be able to establish any of the affirmative defenses set forth in the statute.

(5) The copy of this Certificate of Merit served on the Attorney General attaches to it factual information sufficient to establish the basis for this certificate, including the information identified in Health and Safety Code section 25249.7(h)(2), i.e., (1) the identity of the persons consulted with and relied on by the certifier, and (2) the facts, studies, or other data reviewed by those persons.

May 26, 2015

Daniel N. Greenbaum, Esq.



Date

Printed Name

Signature