

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 Galderma Laboratories LP			
CASE INFO	COURT DOCKET NUMBER CIV 1504055		COURT NAME Marin County Superior Court	
	SHORT CASE NAME Shefa LMV LLC v. Galderma Laboratories LP, et al			
REPORT INFO	INJUNCTIVE RELIEF Reformulation			
	PAYMENT: CIVIL PENALTY \$16,000	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			
	ORGANIZATION Law Office of Daniel Greenbaum		TELEPHONE NUMBER (818) 809-2199	
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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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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF MARIN
UNLIMITED CIVIL JURISDICTION

SHEFA LMV, LLC.,)	Case No. CIV 1504055
)	
Plaintiff,)	[PROPOSED] CONSENT JUDGMENT
)	AS TO GALDERMA
vs.)	LABORATORIES LP
)	
GALDERMA LABORATORIES LP; and)	
DOES 1 through 50, inclusive,)	Action Filed: Sept. 10, 2015
)	
Defendants.)	

1 WHEREAS Plaintiff has issued a Notice and filed a Complaint against Settling
2 Defendant regarding the presence of benzophenone in Covered Products, as further described in
3 this Consent Judgment; and

4 WHEREAS the Parties acknowledge that the Notice to Settling Defendant was intended
5 to cover all of Settling Defendant's Covered Products; and

6 WHEREAS the Parties, therefore, wish to resolve all Proposition 65 claims regarding
7 benzophenone in Settling Defendant's Covered Products, they hereby agree as follows:

8 **1. INTRODUCTION**

9 **1.1 Parties**

10 This consent judgment ("**Consent Judgment**") is entered into by and between plaintiff
11 Shefa LMV, LLC ("**Shefa**" or "**Plaintiff**") and Defendant Galderma Laboratories, LP ("**Settling**
12 **Defendant**"), with Shefa and Settling Defendant collectively referred to as the "Parties" and
13 individually as a "Party."

14 **1.2 Plaintiff**

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

21 **1.3 Defendant and Listed Chemical**

22 Settling Defendant manufactures, and/or distributes, and/or sells personal care products
23 that are labeled as having a Sun Protection Factor Value (SPF Products) (*See* 21 C.F.R. § 352.3).
24 One ingredient used in such products to enhance their ability to provide protection from the sun
25 is octocrylene, an active ingredient approved for use in sunscreens by the Federal Food & Drug
26 Administration ("**FDA**") (*See* 76 Fed. Reg. 35620; 21 C.F.R. §§ 352.10, 352.20 (stayed)).
27 Octocrylene can at times contain benzophenone. Benzophenone (CAS # 119-61-9) is a chemical

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1 listed under The Safe Drinking Water and Toxic Enforcement Act of 1986, California Health &
2 Safety Code § 25249.5 *et seq.* (commonly known as “**Proposition 65**”) as a chemical “known to
3 the state to cause cancer” as Proposition 65 defines that phrase. 27 CCR § 25000.

4 **1.4 Products Covered**

5 This Consent Judgment covers and applies to all personal care products, including but
6 not limited to the categories described in Section 1.3, that are manufactured and/or distributed
7 for sale in California and/or sold in California and that contain benzophenone. All sizes, types,
8 brands, packaging, formulations, delivery forms (e.g., sprays or lotions applied by hand),
9 intended uses (e.g., “faces,” children’s products, “sport,” “moisturizing,” cosmetic purposes) are
10 included. Examples of the products subject to this Consent Judgment are Cetaphil w/ SPF,
11 including but not limited to Cetaphil w/SPF 15. The products described in this Section 1.4 shall
12 be referred to herein as “**Covered Products**”. The Parties agree that the Notice to Settling
13 Defendant covers all of Settling Defendant’s Covered Products. This Consent Judgment, and all
14 of its terms, applies to all Covered Products, including without limitation new products and
15 brands introduced, developed, or acquired in the future by Settling Defendant which would today
16 meet the definition of Covered Products if they currently were being manufactured or distributed
17 for sale, or being sold, in California. The term Covered Product, as used hereafter in this
18 Consent Judgment, includes such future products and brands.

19 **1.5 General Allegations**

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

25 **1.6 Notice of Violation**

26 On April 15, 2015, Plaintiff served Settling Defendant and the requisite public enforcement
27 agencies with a 60-Day Notice of Violation (“**Notice**”), alleging that Settling Defendant was in
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1 violation of Proposition 65 for failing to warn consumers in California that its personal care
2 products exposed users to benzophenone. The Notice applicable to Settling Defendant or its
3 Covered Products is attached at Exhibit A. To the best of the Parties' knowledge, no public
4 enforcer has commenced and is diligently prosecuting the allegations set forth in the Notice.

5 **1.7 Complaint**

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

18 **1.8 No Admission**

19 Settling Defendant denies all the respective material, factual, and legal allegations
20 contained in the Notice and Complaint. Settling Defendant maintains that all of its Covered
21 Products have been and are in compliance with all laws. Nothing in this Consent Judgment shall
22 be construed as an admission against interest by Settling Defendant of any fact, finding,
23 conclusion, issue of law, or violation of law, nor shall compliance with this Consent Judgment
24 constitute or be construed as an admission against interest by Settling Defendant of any fact,
25 finding, conclusion, issue of law, or violation of law. This Section shall not, however, diminish
26 or otherwise affect Settling Defendant's obligations, responsibilities, and duties under this
27 Consent Judgment.

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1 **1.9 Consent to Jurisdiction**

2 For purposes of this Consent Judgment only, the Parties stipulate that this Court has
3 jurisdiction over Settling Defendant as to the allegations in the Complaint, that venue is proper
4 in the County of Marin, Settling Defendant agrees that it employs or has employed ten or more
5 persons during time periods relevant to the Complaint, and that this Court has jurisdiction over
6 the Parties to enter and enforce the provisions of this Consent Judgment pursuant to Proposition
7 65 and Code of Civil Procedure § 664.6.

8 **1.10 Effective Date**

9 For purposes of this Consent Judgment, the term “Effective Date” shall mean the date
10 that Plaintiff serves notice on Settling Defendant that this Consent Judgment is approved and
11 entered by the Court.

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

13 **2.1 Reformulation Standard**

14 (a) Whereas, Settling Defendant, based on inquiry for purposes of this Consent
15 Judgment, has not identified any ingredient in its Covered Products other than octocrylene that is
16 a source of detectable benzophenone in such Covered Products. Further, based upon inquiry for
17 purposes of this Consent Judgment, Settling Defendant represents that it has investigated and
18 concluded that there are only a few major suppliers of octocrylene for the domestic market and
19 that time and phasing is needed for the marketplace of octocrylene suppliers to make the
20 adjustments necessary to deliver octocrylene with benzophenone meeting the Octocrylene
21 Reformulation Standards.

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

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

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

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

16 **2.2. Notifications**

17 Settling Defendant shall provide, no later than fourteen (14) days after the Effective Date,
18 written notice (the “**Octocrylene Supplier Letter**”) to its current respective octocrylene supplier
19 or suppliers, informing said supplier or suppliers of the Octocrylene Reformulation Standard and
20 urging each supplier to use reasonable efforts to provide expeditiously only octocrylene which
21 complies with the Octocrylene Reformulation Standards. Settling Defendant shall not include
22 statements in the Octocrylene Supplier Letter that will encourage a supplier to delay compliance
23 with the Octocrylene Reformulation Standards. Settling Defendant shall include a statement in
24 its Octocrylene Supplier Letter requesting that its supplier use any and all commercially
25 reasonable efforts to achieve an Octocrylene Reformulation Standard of 200 ppm by June 1,
26 2020.

27 **2.3 Compliance with Reformulation Standard**

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1 (a) Should Settling Defendant elect to meet the Finished Product Reformulation
2 Standard, it may, at its option, either (i) test the Covered Product pursuant to a scientifically
3 appropriate application of U.S. Environmental Protection Agency testing methodologies 3580A,
4 8270C, or any other scientifically appropriate methodology for determining the benzophenone
5 content in a substance of the form of the specific Covered Product being tested, or (ii) may use
6 the appropriate mathematical calculation based on octocrylene percentage in the Covered
7 Product and the benzophenone concentration in the lot of octocrylene used in the finished
8 Covered Product, based either on testing of the octocrylene lot or on a certificate of analysis
9 documenting benzophenone content from the octocrylene supplier (the “**Certificate of**
10 **Analysis**”) at Settling Defendant’s option.

11 (b) Should Settling Defendant elect to meet the Octocrylene Reformulation Standard,
12 it shall obtain a Certificate of Analysis or analytical testing report for each lot of octocrylene
13 used in the manufacture of Covered Products. If, after Settling Defendant has advised its
14 octocrylene suppliers to include a Certificate of Analysis with each lot of delivered octocrylene,
15 an octocrylene supplier fails to include a Certificate of Analysis, Settling Defendant may correct
16 the lapse upon discovery.

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

23 (d) Settling Defendant shall retain compliance documentation for three years after
24 delivery of a lot of octocrylene and compliance documentation shall be made available within
25 30 days of a written request by Plaintiff, who may make no more than two such requests
26 annually.

27 **3. MONETARY PAYMENTS**

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3.1 Civil Penalty

Pursuant to Health and Safety Code section 25249.7(b), Settling Defendant shall pay initial civil penalties of \$16,000.00 and, if applicable, final civil penalties in the amounts identified in Section 15.1. Settling Defendant shall issue two (2) separate checks for the total amount of \$16,000.00 penalties pursuant to Health & Safety Code § 25249.12: (a) one check made payable to the State of California's Office of Environmental Hazard Assessment (“OEHHA”) in the amount of \$12,000.00, representing 75% of the total penalty; and (b) one check to Shefa LMV, LLC in the amount of \$4,000.00, representing 25% of the total penalty. The payment to OEHHA shall be delivered to: Office of Environmental Health Hazard Assessment, Attn.: Mike Gyurics, Fiscal Operations Branch Chief, Office of Environmental Health Hazard Assessment, P.O. Box 4010 Sacramento, CA 95812-4010. The payment to Shefa shall be delivered to: Shefa LMV, LLC c/o Law Office of Daniel N. Greenbaum, 7120 Hayvenhurst Avenue, Suite 320, Van Nuys, CA 91406.

3.1.1 Initial Civil Penalty. Within ten (10) business days of the Effective Date Settling Defendant shall issue checks in the amounts identified in 3.1 as the Initial Civil Penalty.

3.1.2 Final Civil Penalty. On or before June 30, 2018 Settling Defendant shall pay a final civil penalty (the “Final Civil Penalty”) in the amount of \$16,000.00. However, the Final Civil Penalty shall be waived in its entirety if Settling Defendant certifies that all Covered Products subject to this Consent Judgment manufactured by or on behalf of that Settling Defendant on or after June 1, 2018 meets a Final Reformulation Standard. A responsible official with personal knowledge, after due inquiry, of Settling Defendant that has exercised this election shall provide Plaintiff with a written certification confirming compliance with the above conditions on or before June 15, 2018.

3.2 Reimbursement of Fees and Costs

The Parties acknowledge that Shefa and its counsel offered to resolve this dispute without reaching terms on the amount of fees and costs to be reimbursed to them, thereby leaving the issue to be resolved after the material terms of the agreement had been settled.

1 Shortly after the other settlement terms had been finalized, Settling Defendant expressed a desire
2 to resolve Shefa's fees and costs. Settling Defendant agrees to pay Shefa and its counsel under
3 the private attorney general doctrine codified at California Code of Civil Procedure section
4 1021.5, for all work performed through the mutual execution of this agreement, including
5 without limitation the fees and costs incurred as a result of investigating, bringing this matter to
6 Settling Defendant's attention, negotiating a settlement, and seeking court approval of the same.
7 Settling Defendant agrees to pay the amount of fees and costs of \$22,000.00 within ten (10)
8 business days of the Effective Date. Payment shall be delivered to Daniel N. Greenbaum, Law
9 Office of Daniel N. Greenbaum, 7120 Hayvenhurst Avenue, Suite 320, Van Nuys, CA 91406.

10 **4. CLAIMS COVERED AND RELEASED**

11 **4.1 Plaintiff's Public Release of Proposition 65 Claims**

12 This Consent Judgment is a full, final and binding resolution of all claims that were or
13 could have been asserted in the Complaint arising out of Settling Defendant's alleged failure to
14 provide Proposition 65 warnings for exposures to benzophenone in its Covered Products.
15 Plaintiff, acting on its own behalf and in the public interest, releases Settling Defendant and its
16 respective parents, subsidiaries, affiliated entities under (full or partial) common ownership,
17 manufacturers, suppliers and the directors, officers, employees, attorneys, and predecessors,
18 successors or assigns of each of them ("**Releasees**") and each entity to whom Settling Defendant
19 directly or indirectly distributes or sells the Covered Products including, but not limited to, its
20 downstream distributors, wholesalers, customers, retailers, franchisers, cooperative members,
21 licensors and licensees, and including, without limitation, and including any and all subsidiaries,
22 parents, marketplace retailers and/or affiliates of the foregoing retailers (collectively, the
23 "**Distribution Chain Releasees**") for violations arising under Proposition 65 for unwarned
24 exposures to benzophenone from the Covered Products by Settling Defendant prior to the
25 Effective Date. Plaintiff's release of claims applies to all Covered Products which Settling
26 Defendant (or its manufacturer) either manufactured, and/or distributed and/or sold prior to the
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1 Effective Date, regardless of the date any person distributes or sells the subject Covered
2 Products.

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

7 **4.2 Plaintiff's Individual Release of Claims**

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

15 **4.3 Settling Defendant's Release of Shefa**

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

22 **4.4 Release and Dismissal of Retailer Defendant**

23 This Consent Judgment provides a "downstream" release which resolves all claims in the
24 Complaint for all Covered Products manufactured by, or on behalf of, distributed, or sold by
25 Settling Defendant. Any retailer who has been named in the Complaint (a "**Retailer**
26 **Defendant**") due to its sale of one or more such Covered Products shall be dismissed without
27 prejudice unless, prior to the date this Consent Judgment was lodged, that Retailer Defendant
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1 had also received a Notice that identified an exemplar product not manufactured or supplied by
2 either Settling Defendant or an entity that has previously resolved Plaintiff's claims with a
3 downstream release.

4 **5. FORCE MAJEURE**

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

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

25 If the Parties disagree as to whether Settling Defendant has a valid reason to invoke the
26 Force Majeure clause or disagree as to the length of time necessary for Settling Defendant to
27 comply with the Reformulation Standard, they shall attempt to resolve their differences through
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1 one 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
3 fees and costs of the mediation sessions under this Section shall be borne solely by the
4 participating Settling Defendant unless otherwise allocated by Judge Warren or other mediator
5 from JAMS, who shall consider whether mediation was necessary and/or whether a Party
6 asserted unreasonable or extreme positions. If the Parties cannot reach resolution via a meet and
7 confer or the JAMS process, an aggrieved Party may move the Court via a noticed motion on all
8 Parties, with a copy to the Office of the Attorney General, for such additional relief as that Party
9 deems necessary.

10 **6. COURT APPROVAL**

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

15 **7. SEVERABILITY**

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

26 **8. GOVERNING LAW**

27 The terms of this Consent Judgment shall be governed by the laws of the State of
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1 California and apply within the State of California. In the event that Proposition 65 is repealed
2 or is otherwise rendered inapplicable by reason of law generally, or as to the Covered Products,
3 including without limitation the delisting of benzophenone, then Settling Defendant may provide
4 written notice to Plaintiff of any asserted change in the law, and with the exception of Sections
5 3.1 and 3.2 above, have no further obligations pursuant to this Consent Judgment, with respect
6 to, and to the extent that, the Covered Products are so affected. None of the terms of this
7 Consent Judgment shall have any application to Covered Products sold outside of the State of
8 California.

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

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

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

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1 **10. NOTICE**

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

6	To Settling Defendant:	To Shefa:
7	Gary Roberts, Esq.	Daniel N. Greenbaum
8	Dentons US LLP	Law Office of Daniel N. Greenbaum
9	601 South Figueroa Street, Suite 2500	7120 Hayvenhurst Avenue, Suite 320
	Los Angeles, CA 90017	Van Nuys, CA 91406

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

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

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

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

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

20 **13. ADDITIONAL POST EXECUTION ACTIVITIES**

21 The Parties acknowledge that, pursuant to California Health & Safety Code § 25249.7(f),
22 Shefa is obligated to file a noticed motion to obtain judicial approval of this Consent Judgment.
23 Settling Defendant agrees to urge the Court to approve this Consent Judgment. If any third party
24 objection to the noticed motion is filed, Plaintiff and Settling Defendant agree to work together
25 to the extent appropriate, and shall appear at any hearing before the Court to urge the Court to
26 approve the Consent Judgment.

27 **14. MODIFICATION**

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

4 **15. ENFORCEMENT**

5 **15.1 Settling Defendant**

6 In order to assert a potential violation of the Consent Judgment, Plaintiff shall provide
7 notice to Settling Defendant as set forth in this paragraph (“**Notice of Breach**”): (a) Plaintiff
8 shall provide all results of testing conducted on a specific Covered Product during the three
9 month period for which the violation is alleged; (b) such testing must be of no less than five (5)
10 of the same Covered Product (irrespective of the volume size of the container) collected within
11 the three (3) month period, from five different retail vendors; (c) the average of all test results for
12 that period exceed the Finished Product Reformulation Standard; and (d) Plaintiff shall provide
13 the alleged violator a copy of (i) the purchase information for the allegedly violating Covered
14 Product and (ii) a digital image of the allegedly violating Covered Product showing the
15 SKU/UPC and, if present on the container, the Lot/Batch number(s).

16 Settling Defendant and Plaintiff shall, within thirty (30) days of receipt of the Notice of
17 Breach, meet and confer regarding the alleged violation, during which time Plaintiff shall not file
18 any motion, application, action, or pleading regarding the alleged violation.

19 For the first alleged violation as to any specific Covered Product for which Plaintiff
20 provides Notice of Breach, Settling Defendant may demonstrate compliance by providing (1) a
21 Certificate of Analysis or comparable verified quantitative benzophenone content information
22 for five (5) units of the Covered Product or for the lot(s) of octocrylene from the supplier(s) of
23 the octocrylene in the Covered Product at issue showing levels of benzophenone meeting the
24 Octocrylene Reformulation Standard, or (2) a prior test result, using scientifically appropriate
25 test methodologies, of the lot(s) of octocrylene used in the finished product which is the subject
26 of the Notice of Breach, showing levels of benzophenone meeting the Octocrylene

1 Reformulation Standard. If Settling Defendant cannot demonstrate compliance, it must pay a
2 stipulated civil penalty of \$25,000 to be allocated according to Section 3.1.

3 In the event that, thereafter, Plaintiff provides a Notice of Breach pertaining to a second
4 alleged violation for the same Covered Product, he must do so in accordance with this Section.
5 For the second alleged violation noticed by Plaintiff of the same Covered Product, Settling
6 Defendant may demonstrate compliance with the terms of the Consent Judgment by providing
7 test results, using scientifically appropriate test methodologies, conducted on five (5) units of the
8 Covered Product or on the first three (3) lots of octocrylene received more than 30 days after
9 receipt of the written response showing compliance with the Octocrylene Reformulation
10 Standard received from the supplier of the octocrylene used to make the finished product which
11 was the subject of the first Notice of Breach, and used to manufacture that finished product. If
12 fewer than three (3) lots are received during the relevant time period, testing is required only for
13 such lots as were received. Such a showing shall constitute compliance.

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

19 **15.2 Retailer Defendant**

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

24 **16. AUTHORIZATION**

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

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AGREED TO:

Date: 05/23/2016

By: *Samuel Idachaka*
Shefa LMV, LLC

AGREED TO:

Date: 5-22-16

By: *Quintin Casady*
GALDERMA LABORATORIES LP

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ORDER AND JUDGMENT

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

Dated: _____

Judge of the Superior Court

EXHIBIT A

60-DAY NOTICE OF VIOLATION

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

DATE: April 15, 2015

To: Amazon.com, Inc.; Drugstore.com; Pro Concepts; Sun Bum LLC; Galderma Laboratories, LP; Australian Gold, Inc.; Panama Jack, Inc.; S&G Hampton Sun, LLC; Child & Associates; Walgreens Co.

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

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
Cell: (310) 200-2631
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 Soap

Retailer(s)

Amazon.com; Drugstore.com; Pro Concepts

Manufacturer(s)/Distributor(s)

Sun Bum LLC; Galderma Laboratories, LP; Australian Gold, Inc.; Panama Jack, Inc.; S&G Hampton Sun, LLC; Child & Associates; Walgreens Co.

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	Sun Bum SPF 70	871760002098	Pro Concepts/Amazon	Sun Bum, LLC
Face Soap	Cetaphil w/ SPF 15	302993928041	Drugstore.com	Galderma Laboratories, L.P.
Sunscreen	Australian Gold SPF 50+ Continuous Spray Sport	054402260463	Amazon.com	Australian Gold, Inc.
Sunscreen	Panama Jack SPF 70 continuous spray	045336041709	Drugstore.com	Panama Jack, Inc.
Sunscreen	Hampton Sun Broad Spectrum SPF 35	184573000398	Drugstore.com	S & G Hampton Sun LLC.
Sunscreen	Maui Mike's Hawaiian Sunstick SPF 30	025301500189	Drugstore.com	Childs & Associates
Sunscreen	Walgreens Sunscreen Stick	049022764989	Drugstore.com	Walgreens Co.

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 April 15, 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:

Amazon.com, Inc.	ATTN: CEO or President	410 Terry Avenue N, Seattle, WA 98109
Corporation Service Company	c/o Amazon.com, Inc.	300 Deschutes Way SW, Suite 304, Seattle, WA 98501
Drugstore.com	ATTN: CEO or President	12835 Old Virginia Rd., Reno, NV 89521
Sun Bum, LLC	ATTN: CEO or President	5421 Avenida Encinas Ste J, Carlsbad, CA 92008-4410
Sun Bum	ATTN: CEO or President	P.O. Box 320598, Cocoa Beach FL 32932
Sun Bum LLC	ATTN: Dustin Smith	101 N. ORLANDO AVE., COCOA BEACH, FL 32931
Sun Bum LLC	ATTN: CEO or President	4940 Cascade Road, Suite # 210, Grand Rapids, MI 49546
CT Corporation System	Sun Bum Suncare LLC	967 Spaulding Ave., Suite B, Ada MI 49301
Galderma Laboratories, L.P.	ATTN: Quentin Cassidy	14501 North Freeway, Fort Worth, TX 76177
Galderma Laboratories, L.P.	ATTN: CEO or President	14501 North Freeway, Fort Worth, TX 76177
Australian Gold	ATTN: CEO or President	6270 Corporate Dr., Indianapolis, IN 46278-2921
Corporation Service Company	c/o Australian Gold	251 E. Ohio Street, Suite 500, Indianapolis IN 46204
Panama Jack, Inc.	ATTN: CEO or President	230 Ernestine St., Orlando, FL 32801-3622
Panama Jack, Inc.	ATTN: Jack Katz	230 Ernestine St., Orlando, FL 32801-3622
S & G HamptonSun LLC.	ATTN: CEO or President	123 W 18th St Fl 8, New York, NY 10011-4127
National Registered Agents	c/o S&G HamptonSun	111 Eighth Ave., New York NY 11011
Childs & Associates	ATTN: CEO or President	Po Box 3595, San Rafael, CA 94902
Childs & Associates	ATTN: Barry H. Lawrence	C/O KAYE, SCHOLER ET AL, 1999 AVENUE OF THE STARS, #1600, LOS ANGELES, CA 90067
Walgreens Co.	ATTN: CEO or President	108 Wilmot Rd., Deerfield IL, 60015-4681
Illinois Corporation Service	c/o Walgreens	801 Adlai Stevenson Dr., Springfield IL 62703

II. California Attorney General (via website Portal): On April 15, 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 April 15, 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**

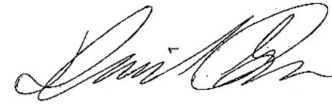
I declare under penalty of perjury under the laws of the State of California and the United States of America that the foregoing is true and correct.

April 15, 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
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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

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200 N. Main Street
Los Angeles, CA 90012

Jan Goldsmith
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San Diego, CA 92101

Richard Doyle
City Attorney
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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.

April 15, 2015

Daniel N. Greenbaum, Esq.



Date

Printed Name

Signature