

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

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

FORM JUS 1501  
(03-01)

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

**REPORT OF SETTLEMENT**

Please print or type required information

Original Filing     Supplemental Filing     Corrected Filing

<b>PARTIES TO THE ACTION</b>	PLAINTIFF(S) <b>Shefa LMV Inc.</b>			
	DEFENDANT(S) INVOLVED IN SETTLEMENT <b>Roadworks Manufacturing, Inc.</b>			
<b>CASE INFO</b>	COURT DOCKET NUMBER <b>BC650959</b>		COURT NAME <b>Los Angeles County Superior Court</b>	
	SHORT CASE NAME <b>Shefa v. 3M Company</b>			
<b>REPORT INFO</b>	INJUNCTIVE RELIEF <b>Reformulation and/or Warning label</b>			
	PAYMENT: CIVIL PENALTY <b>\$2,000</b>	PAYMENT: ATTORNEYS FEES <b>\$14,000</b>	PAYMENT: OTHER <b>0.00</b>	
	WILL SETTLEMENT BE SUBMITTED TO COURT? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	IF YES, AFTER ENTRY OF JUDGMENT BY COURT, REPORT OF ENTRY OF JUDGMENT MUST BE SUBMITTED TO ATTORNEY GENERAL	DATE SETTLEMENT SIGNED <b>3 / 23 / 2017</b>	
	<b>COPY OF SETTLEMENT MUST BE ATTACHED</b>			
<b>FILER INFO</b>	NAME OF CONTACT <b>Daniel N. Greenbaum</b>			
	ORGANIZATION <b>Law Office of Daniel Greenbaum</b>		TELEPHONE NUMBER ( <b>818</b> ) <b>809-2199</b>	
	ADDRESS <b>7120 Hayvenhurst Ave., Suite 320</b>		FAX NUMBER ( <b>424</b> ) <b>243-7698</b>	
	CITY <b>Van Nuys</b>	STATE <b>CA</b>	ZIP <b>91406</b>	E-MAIL ADDRESS <b>dgreenbaum@greenbaumlawfirm.com</b>

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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.

**LAW OFFICE OF DANIEL N. GREENBAUM**

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SHEFA LMV, INC.

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Attorneys for Defendant  
ROADWORKS MANUFACTURING, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES

15	SHEFA LMV, INC.,	)	Case No.: BC650959
		)	
16	Plaintiff,	)	Hon.
		)	
17	vs.	)	Department
		)	
18	3M COMPANY, et. al.,	)	<b>[PROPOSED] CONSENT JUDGMENT</b>
		)	<b>BETWEEN PLAINTIFF SHEFA LMV,</b>
19		)	<b>INC. AND DEFENDANT</b>
	Defendant.	)	<b>ROADWORKS MANUFACTURING,</b>
20		)	<b>INC.</b>

1 **1. DEFINITIONS**

2 1.1 The products covered by this Consent Judgment shall be designated "Covered  
3 Product."

4 1.2 A "Covered Product" is defined as metal polish, such as RoadWorks Metal  
5 Polish and Sealant (formerly branded as Mojo Metal polish and sealant), and related metal  
6 polish bars, wipes, and spray products with the UPC prefix 852474003, including, without  
7 limitation, UPC: 852474003007.

8 1.3 The term "Effective Date" means the date the Los Angeles County Superior  
9 Court approves this Consent Judgment.

10 1.4 The term "Proposition 65" means California Health and Safety Code section  
11 25249.5 et seq.

12 1.5 The term "Listed Chemical(s)" means lead and lead compounds (Pb).

13 1.6 The terms "Shefa" or "Plaintiff" mean Plaintiff Shefa LMV, Inc.

14 1.7 The terms "RoadWorks" or "Defendant" means RoadWorks Manufacturing,  
15 Inc.

16 1.8 Plaintiff and Defendant are collectively referred to as the "Parties."

17 **2. INTRODUCTION**

18 2.1 This Consent Judgment is entered into by and between Plaintiff and  
19 Defendant.

20 2.2 Plaintiff is a company residing in California that is acting as a private enforcer  
21 pursuant to California Health & Safety Code § 25249.7(d).

22 2.3 For purposes of this Consent Judgment, Defendant employs ten (10) or more  
23 persons and is a "person doing business" in California for the purpose of Proposition 65.

24 2.4 On or about February 24, 2016, Plaintiff served Defendant, various retailers  
25 and various public enforcement agencies with a document entitled "60-Day Notice of  
26 Violation" (the "Notice") pursuant to Health & Safety Code §25249.7(d), alleging that  
27 Defendant had violated Proposition 65.

1           2.5    The Notice alleges that Defendant manufactured, distributed, and/or offered  
2 for sale in California the Covered Product through the intended and average use of which  
3 exposes consumers to a Listed Chemical without the requisite Proposition 65 warnings.

4           2.6    The Listed Chemicals are listed pursuant to Proposition 65 as a chemical  
5 known to the State of California to cause cancer, birth defects, and other reproductive harm.

6           2.7    The Notice alleges that Defendant's conduct violates Health & Safety Code  
7 §25249.6, the warning provision of Proposition 65.

8           2.8    On February 17, 2017, Plaintiff filed the action entitled *Shefa LMV, Inc. vs.*  
9 *3M Company, et al.*, Case No. BC650959, alleging violations of Proposition 65 (the  
10 "Action").

11          2.9    On March 9, 2017, Plaintiff filed an Amendment to the Complaint in *Shefa*  
12 *LMV, Inc. vs. 3M Company, et al.*, Case No. BC650959, naming RoadWorks Manufacturing,  
13 Inc. as DOE 1.

14          2.10   Defendant denies the material, factual, and legal allegations contained in the  
15 Notice and Complaint, and maintain that all products sold, distributed, or offered for sale in  
16 California have been, and are, in compliance with all laws, including, without limitation,  
17 Proposition 65.

18          2.11   Defendant specifically denies that the Covered Product causes an exposure to  
19 lead above the safe harbor value when the Covered Product is used for its intended purpose  
20 and denies that it is legally obligated to provide warnings for the Covered Product for  
21 exposures resulting from the use of the Covered Product.

22          2.12   The Parties enter into this Consent Judgment to resolve all Proposition 65  
23 claims concerning the Covered Products.

24          2.13   By executing this Consent Judgment, the Parties do not admit any facts or  
25 conclusions of law.

26          2.14   It is the Parties' intent that nothing in this Consent Judgment shall be  
27 construed as an admission by the Parties of any fact, conclusion of law, issue of law, or

1 violation of law, nor shall compliance with the Consent Judgment constitute or be construed  
2 as an admission by the Parties of any fact, conclusion of law, issue of law, or violation of  
3 law.

4 2.15 Upon approval of this Consent Judgment, the Parties waive their respective  
5 rights to a hearing or a trial on the allegations of the Complaint.

6 2.16 Nothing in this Consent Judgment shall prejudice, waive, or impair any right,  
7 remedy, argument, or defense the Parties may have in any other or future legal proceedings,  
8 except as provided in this Consent Judgment.

9 2.17 For purposes of this Consent Judgment only, Plaintiff and Defendant stipulate  
10 that this Court has jurisdiction over the allegations of violations contained in the Complaint  
11 and personal jurisdiction over Defendant as to the acts alleged in the Complaint, that venue is  
12 proper in the County of Los Angeles, and that this Court has jurisdiction to enter this Consent  
13 Judgment as a full and final resolution of all claims which were or could have been raised in  
14 the Complaint based on the facts alleged therein with respect to Covered Products  
15 manufactured, distributed, and/or sold by Defendant.

16 **3. INJUNCTIVE RELIEF -- PRODUCT LABELING**

17 3.1 Except for Covered Products for which current Proposition 65 safe harbor  
18 warnings already are provided, RoadWorks shall provide warnings (as described in  
19 Paragraph 3.4 of this Consent Judgment) on the Covered Product and its label produced 120  
20 days after the Effective Date. Roadworks may, at its sole discretion, implement the warning  
21 text and/or methods of transmission set forth in Title 27, California Code of Regulations,  
22 Sections 25602 and 25603, for the Covered Product as adopted on August 30, 2016 (formally  
23 effective on August 30, 2018).

24 3.2 Each warning required by Section 3.1 shall be prominently placed upon a  
25 product's label or other labeling or displayed at the retail outlet with such conspicuousness, as  
26 compared with other words, statements, designs, or devices in the label, labeling or display as to  
27 render it likely to be read and understood by an ordinary individual under customary conditions

1 of purchase or use.

2 3.3 Each warning required by Section 3.1 shall be provided in a manner such that the  
3 consumer or user understands to which specific Covered Product the warning applies, so as to  
4 minimize the risk of consumer confusion.

5 3.4 **Product Labeling.** Defendant shall apply any one of the following warning  
6 statements to the Covered Product:

7 a. “**⚠WARNING:** This product can expose you to lead, which is known  
8 to the State of California to cause cancer and birth defects or other  
9 reproductive harm. For more information go to  
10 [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).”

11 b. “**WARNING:** Always wear gloves while using this product to avoid  
12 skin exposure. Wash your hands after use.”

13 c. “**WARNING:** Polishing items, such as brass or pewter, may cause the  
14 release of chemicals which are known to the State of California to cause  
15 cancer and birth defects or other reproductive harm.”

16 3.5 Defendant may, but shall not be required to, add specific chemicals to the above  
17 warning unless the Attorney General advises that the inclusion of such chemicals would render  
18 the warning misleading or constitute over warning.

19 **4. SETTLEMENT PAYMENTS**

20 4.1 **Payment from Defendant.** Within ten (10) business days of the Effective  
21 Date, Defendant shall make the Total Settlement Payment of \$16,000.00

22 4.2 **Allocation of Payments.** The Total Settlement Payment shall be paid in three  
23 (3) separate checks made payable and allocated as follows:

24 4.2.1 **Civil Penalty.** Defendant shall pay \$2,000.00 as a civil penalty  
25 pursuant to Health & Safety Code § 25249.7(b). The civil penalty shall be  
26 apportioned in accordance with Health & Safety Code § 25249.12 (25% to Shefa and  
27 75% to the State of California’s Office of Environmental Health Hazard Assessment

1 (“OEHHA”). Accordingly, the OEHHA portion of the civil penalty payment in the  
2 amount of \$1,500.00 shall be made payable to OEHHA and associated with taxpayer  
3 identification number 68-0284486. This payment shall be delivered as follows:

4 For United States Postal Service Delivery:

5 Attn: Mike Gyurics  
6 Fiscal Operations Branch Chief  
7 Office of Environmental Health Hazard Assessment  
8 P.O. Box 4010, MS #19B  
9 Sacramento, CA 95812-4010

10 For Non-United States Postal Service Delivery:

11 Attn: Mike Gyurics  
12 Fiscal Operations Branch Chief  
13 Office of Environmental Health Hazard Assessment  
14 1001 I Street, MS #19B  
15 Sacramento, CA 95814

16 The Shefa portion of the civil penalty payment in the amount of \$500.00 shall  
17 be made payable to Shefa LMV, Inc. and associated with taxpayer identification  
18 number 81-0907002. This payment shall be delivered to the Law Office of Daniel N.  
19 Greenbaum, 7120 Hayvenhurst Ave, Suite 320, Van Nuys, CA 91406.

20 4.2.2 **Attorneys' fees and Costs.** A reimbursement of Shefa's attorney's  
21 fees and costs in the amount of \$14,000.00 payable to the “Law Office of Daniel N.  
22 Greenbaum,” and associated with taxpayer identification number 46-4580172. This  
23 payment shall be delivered to the Law Office of Daniel N. Greenbaum, 7120  
24 Hayvenhurst Ave, Suite 320, Van Nuys, CA 91406.

25 **5. ENFORCEMENT**

26 5.1 Any party, by motion or application for an order to show cause before the Los  
27 Angeles County Superior Court, may enforce the terms and conditions contained in this  
Consent Judgment.

5.2 Prior to bringing any motion or application to enforce the requirements of  
Section 3 above, Plaintiff shall provide the Defendant with Notice of Violation and a copy of  
any test results, which purportedly support Plaintiff's Notice of Violation.

1           5.3     The Parties shall then meet and confer regarding the basis for Plaintiff's  
2 anticipated motion or application to resolve the matter informally, including providing  
3 Settling Defendant a reasonable opportunity of at least thirty (30) days to cure any alleged  
4 violation.

5           5.4     Should such attempt at informal resolution fail, Plaintiff may file its  
6 enforcement motion or application.

7           5.5     The prevailing party on any motion to enforce this Consent Judgment shall be  
8 entitled to its reasonable attorney's fees and costs incurred because of such motion or  
9 application.

10 **6.     CLAIMS COVERED AND RELEASED**

11           6.1     **Full and Binding Resolution.** This Consent Judgment is a full, final, and  
12 binding resolution between Plaintiff on behalf of itself, and in its representative capacity, its  
13 past and current attorneys, agents, representatives, successors, assigns, and in the public  
14 interest pursuant to California Health and Safety Code section 25249.7(d), on the one hand,  
15 and Defendant, and its parents, shareholders, divisions, subdivisions, subsidiaries, partners,  
16 sister companies, affiliates, directors, officers, employees, attorneys, and any and all  
17 successors and assigns ("Defendant Releasees"), all entities to whom Defendant and/or  
18 Defendant Releasees directly or indirectly distribute or sell or have in the past directly or  
19 indirectly distributed or sold Covered Products, including but not limited to distributors,  
20 wholesalers, customers, retailers, franchisees, cooperative members, marketplace hosts, and  
21 Defendant's and Defendant Releasees' licensors and licensees ("Downstream Defendant  
22 Releasees"), on the other hand, regarding any violation of Proposition 65 that was or could  
23 have been asserted in the Notice and/or Complaint against Defendant, Defendant Releasees  
24 and Downstream Defendant Releasees, with respect to the alleged failure to warn about any  
25 Covered Products, and/or the use of any Covered Products, manufactured, shipped,  
26 distributed or sold by Defendant, Defendant Releasees and/or Downstream Defendant  
27 Releasees before Defendant's production of Covered Products and labels in compliance with



1 Paragraph 3.1 herein.

2       **6.2 Compliance.** Compliance with the terms of this Consent Judgment  
3 constitutes compliance with Proposition 65 with respect to exposures to the Listed Chemical  
4 resulting from the use of the Covered Product.

5       **6.3 Individual Release.** In further consideration of the promises and agreements  
6 herein contained, the injunctive relief commitments set forth in Section 3, and for the  
7 payments to be made pursuant to Section 4, Plaintiff, on behalf of itself, its past and current  
8 agents, representatives, attorneys, including but not limited to Daniel Greenbaum, Esq.,  
9 successors, and/or assignees and *not* in its representative capacity, hereby waives all rights to  
10 institute or participate in, directly or indirectly, any form of legal action and releases all  
11 claims, including, without limitation, all actions, and causes of action, in law or in equity,  
12 suits, liabilities, demands, obligations, damages, costs, fines, penalties, losses, or expenses  
13 (including, but not limited to, investigation fees, expert fees, and attorneys' fees) of any  
14 nature whatsoever, whether known or unknown, fixed, or contingent (collectively "Claims")  
15 that were brought or could have been brought against Defendant, Defendant Releasees and  
16 Defendant Downstream Releasees in the Notice and/or Complaint based on claims arising  
17 under Proposition 65 with respect to Listed Chemicals in the Covered Product or exposures  
18 otherwise resulting from the use of the Covered Product, as such claims relate to the alleged  
19 failure to warn under California Health and Safety Code section 25249.6 or arise under any  
20 other statutory or common law.

21       **6.4 General Release.** In furtherance of the foregoing, Plaintiff on its own behalf  
22 and *not* in its representative capacity, hereby waives any and all rights and benefits which it  
23 now has, or in the future may have respecting the Covered Product, conferred upon it with  
24 respect to claims involving Covered Product by virtue of the provisions of Section 1542 of  
25 the California Civil Code, which provides as follows:

26                   **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS**  
27                   **WHICH THE CREDITOR DOES NOT KNOW OR**

1           SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE  
2           TIME OF EXECUTING THE RELEASE, WHICH IF  
3           KNOWN BY HIM OR HER MUST HAVE MATERIALLY  
4           AFFECTED HIS OR HER SETTLEMENT WITH THE  
5           DEBTOR.

6           By executing this Consent Judgment, Plaintiff understands and acknowledges that the  
7           significance and consequence of this waiver of California Civil Code Section 1542 is that  
8           even if Plaintiff suffers future damages arising out of or resulting from, or directly related to  
9           or indirectly to, in whole or in part, the Covered Product, including but not limited any  
10          exposure to, or failure to warn with respect to exposure to lead or lead compounds from the  
11          Covered Product, Plaintiff will not be able to make any claim for those damages against  
12          Defendant, Defendant Releasees and Defendant Downstream Releasees, and the successors  
13          and assigns of any of them, who may manufacture, use, maintain, distribute, retail, or sell the  
14          Covered Product.

15          Furthermore, Plaintiff acknowledges that it intends these consequences for any such  
16          claim and any other claims related to the Action which may exist as of the date of this release  
17          pertaining to the Covered Product listed in the Notice but which Plaintiff does not know  
18          exist, and which, if known, would materially affect its decision to enter into this Consent  
19          Judgment, regardless of whether the lack of knowledge is the result of ignorance, oversight,  
20          error, negligence, or any other cause.

21          6.5    **Defendant Release.** On behalf of itself and Defendant Releasees, Defendant  
22          waives all rights to institute any form of action against Plaintiff, its attorneys, consultants,  
23          and representatives for all actions taken or statements made during this Action prior to the  
24          date of the execution of this Consent Judgment.

25          6.6    Liability for Covered Products that were manufactured and/or distributed for  
26          retail sale in California on or before 120 days after the Effective Date, shall be subject to the  
27          release of liability pursuant to Section 6 of this Consent Judgment, without regard to when

1 such Covered Product were, or are in the future, sold to consumers.

2 **7. MODIFICATION**

3 7.1 This Consent Judgment may be modified from time to time by express written  
4 agreement of the Parties, with the approval of the Court, or by an order of this Court upon  
5 motion and in accordance with law.

6 7.2 A Party seeking to modify this Consent Judgment shall attempt in good faith  
7 to meet and confer with all affected Parties prior to filing a motion to modify the Consent  
8 Judgment.

9 **8. ENTIRE AGREEMENT**

10 8.1 This Consent Judgment contains the sole and entire agreement and  
11 understanding of the Parties with respect to the entire subject matter hereof, and any and all  
12 prior discussions, negotiations, commitments, or understandings related thereto, if any, are  
13 hereby merged herein and therein.

14 8.2 No representations, oral or otherwise, express, or implied, other than those  
15 specifically referred to in this Consent Judgment have been made by any Party hereto.

16 8.3 No supplementation, modification, waiver, or termination of this Consent  
17 Judgment shall be binding unless executed in writing by the Party to be bound thereby.

18 8.4 No waiver of any of the provisions of this Consent Judgment shall be deemed  
19 or shall constitute a waiver of any of the other provisions hereof whether or not similar, nor  
20 shall such waiver constitute a continuing waiver.

21 **9. GOVERNING LAW AND APPLICATION**

22 9.1 The laws of the State of California shall govern the terms of this Consent  
23 Judgment, and shall apply only to Covered Product that are sold or offered for sale in the  
24 State of California.

25 9.2 In the event that Proposition 65 is repealed, preempted or is otherwise  
26 rendered inapplicable by reason of law generally, or if any of the provisions of this Consent  
27 Judgment are rendered inapplicable or no longer required as a result of any such repeal or

1 preemption or rendered inapplicable by reason of law generally as to the Covered Product,  
2 then Defendant shall notify Plaintiff and its counsel and may have no further obligations  
3 pursuant to this Consent Judgment with respect to, and to the extent that, the Covered  
4 Product are so affected.

5 9.3 This Consent Judgment shall apply to and be binding upon the Parties and  
6 their divisions, subdivisions, and subsidiaries, and the Parties' successors and assigns.

7 9.4 The Parties, including their counsel, have participated in the preparation of  
8 this Consent Judgment and this Consent Judgment is the result of the joint efforts of the  
9 Parties.

10 9.5 This Consent Judgment was subject to revision and modification by the  
11 Parties and has been accepted and approved as to its final form by all Parties and their  
12 counsel.

13 9.6 Accordingly, any uncertainty or ambiguity existing in this Consent Judgment  
14 shall not be interpreted against any Party as a result of the manner of the preparation of this  
15 Consent Judgment.

16 **10. PROVISION OF NOTICE**

17 10.1 All notices required pursuant to this Consent Judgment and correspondence  
18 shall be sent to the following:

19 For Plaintiff:

20 Daniel Greenbaum, Esq., 7120 Hayvenhurst Ave., Suite 320, Van Nuys, CA 91406

21 For RoadWorks:

22 Robert E. Doelling, Jr., Esq., 200 East Main Street, Suite 1000, Fort Wayne, IN 46802

23 **11. ATTORNEY'S FEES**

24 11.1 A Party who unsuccessfully brings or contests an action arising out of this  
25 Consent Judgment shall be required to pay the prevailing Party's reasonable attorney's fees  
26 and costs.

27 11.2 Nothing in this Section 11 shall preclude a Party from seeking an award of

1 sanctions pursuant to law.

2 **12. EXECUTION AND COUNTERPARTS**

3 12.1 The stipulations to this Consent Judgment may be executed in counterparts  
4 and by means of facsimile and/or portable document format (pdf), which taken together shall  
5 be deemed to constitute one document.

6 **13. COMPLIANCE WITH HEALTH AND SAFETY CODE § 25249.7(f)**

7 13.1 Plaintiff agrees to comply with the reporting form requirements referenced in  
8 Health and Safety Code § 25249.7(f).

9 **14. COURT APPROVAL**

10 14.1 This Consent Judgment shall become effective upon entry by the Court.

11 14.2 Plaintiff shall prepare and file a Motion for Approval of this Consent  
12 Judgment and Defendant shall support entry of this Consent Judgment.

13 14.3 If the Court does not enter this Consent Judgment, it shall be of no force or  
14 effect and shall never be introduced into evidence or otherwise used in any proceeding for  
15 any purpose other than to allow the Court to determine if there was a material breach of the  
16 previous section.

17 **15. AUTHORIZATION**

18 15.1 Each signatory to this Consent Judgment certifies that he or she is fully  
19 authorized by the party he or she represents to stipulate to this Consent Judgment and to enter  
20 into and execute the Consent Judgment on behalf of the party represented and legally bind  
21 that party.

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

24 16.1 This Consent Judgment came before this Court upon the request of the Parties.

25 16.2 The Parties request the Court to review this Consent Judgment and to make  
26 the following findings pursuant to Health & Safety Code § 25249.7(f)(4):

27 16.2.1 The injunctive relief required by the Consent Judgment complies with

1 Health & Safety Code § 25249.7;

2           16.2.2 The reimbursement of fees and costs to be paid pursuant to the  
3 Consent Judgment is reasonable under California law; and

4           16.2.3 The civil penalty amount to be paid pursuant to Consent Judgment is  
5 reasonable.

6  
7           **The undersigned have read, understand, and agree to all of the terms and**  
8 **conditions of this Consent Judgment.**

9           **Except as explicitly provided herein, each party is to bear its own fees and costs.**

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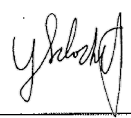
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AGREED TO:

Dated: 3/23/2017

Susan H. Lurson, President  
For ROADWORKS MANUFACTURING, INC.

Dated: 3/23/2017

  
For SHEFA LMV, INC.

1 **[PROPOSED] CONSENT JUDGMENT**

2 Please note that on \_\_\_\_\_, 2017 at \_\_\_\_\_, Plaintiff Shefa LMV Inc.'s ("Plaintiff") Motion  
3 for Court Approval of Settlement Agreement and Entry of Consent Judgment as to Defendant  
4 Roadworks Manufacturing, Inc. came for hearing before this Court in Department 37, the Honorable  
5 Marc Marmaro presiding. Counsel for Plaintiff did [not] appear; counsel for Defendant did [not]  
6 appear. After full consideration of the points and authorities and related pleadings submitted, the  
7 Court GRANTED Plaintiff's Motion pursuant to and in accordance with Health & Safety Code  
8 §25249.7(f)(4). The Court reviewed the above Settlement Agreement and makes the following  
9 findings pursuant to Health & Safety Code § 25249.7(f)(4):  
10

11 a. The injunctive relief required by the Settlement Agreement complies with Health  
12 & Safety Code § 25249.7;

13 b. The reimbursement of fees and costs to be paid pursuant to the Settlement  
14 Agreement is reasonable under California law; and

15 c. The civil penalty amount to be paid pursuant to Settlement Agreement is  
16 reasonable.  
17

18 The Settlement Agreement is hereby approved, and the clerk is directed to enter judgment  
19 in accordance with the terms of the Settlement Agreement above.  
20

21 \_\_\_\_\_  
22  
23 Date

\_\_\_\_\_  
Superior Court Judge