

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)				
	DEFENDANT(S) INVOLVED IN SETTLEMENT				
CASE INFO	COURT DOCKET NUMBER		COURT NAME		
	SHORT CASE NAME				
REPORT INFO	INJUNCTIVE RELIEF				
	PAYMENT: CIVIL PENALTY		PAYMENT: ATTORNEYS FEES	PAYMENT: OTHER	
	WILL SETTLEMENT BE SUBMITTED TO COURT? <input 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 / /	For Internal Use Only
	COPY OF SETTLEMENT MUST BE ATTACHED				
FILER INFO	NAME OF CONTACT				
	ORGANIZATION		TELEPHONE NUMBER ()		
	ADDRESS		FAX NUMBER ()		
	CITY	STATE	ZIP 91406	E-MAIL ADDRESS	

FILING INSTRUCTIONS: This form can be completed online and printed. If electronic filing is not available, mail the completed form with a copy of the settlement to the attention of the Prop 65 Coordinator at the address shown above. If you need additional space to complete this form please use an attachment.

1 **LAW OFFICE OF DANIEL N. GREENBAUM**

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5 Van Nuys, California 91406

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9 Attorneys for Plaintiff
10 SHEFA LMV, INC.

11 **BURT BLEE DIXON SUTTON & BLOOM, LLP**

12 Robert E. Doelling, Jr., Esq.

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15 Telephone: 260-426-1300

16 Fax: 260-422-7932

17 Email: rdoelling@burtblee.com

18 Attorneys for Defendant
19 ROADWORKS MANUFACTURING, INC.

20 SUPERIOR COURT OF THE STATE OF CALIFORNIA

21 FOR THE COUNTY OF LOS ANGELES

22 SHEFA LMV, INC.,

23 Plaintiff,

24 vs.

25 3M COMPANY, et. al.,

26 Defendant.

) Case No.: BC650959

) Hon. Marc Marmaro

) Department 33

) **[PROPOSED] AMENDED CONSENT
JUDGMENT BETWEEN PLAINTIFF
SHEFA LMV, INC. AND DEFENDANT
ROADWORKS MANUFACTURING,
INC.**

FILED
Superior Court of California
County of Los Angeles

JAN 30 2018

Received

JAN 18 2018

Filing Window

Sherril B. Carter, Executive Officer/Clerk
By Michael Rivera, Deputy
Michael Rivera

02-01-14078

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

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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.”

11 b. “**WARNING:** Polishing items, such as brass or pewter, may cause the
12 release of chemicals which are known to the State of California to
13 cause cancer and birth defects or other reproductive harm. Always
14 wear gloves while using this product to avoid skin exposure. Always
15 wash your hands after use.”

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

19 3.5 Defendant may, but shall not be required to, add specific chemicals to the above
20 warning unless the Attorney General advises that the inclusion of such chemicals would render
21 the warning misleading or constitute over warning.

22 **4. SETTLEMENT PAYMENTS**

23 4.1 **Payment from Defendant.** Within ten (10) business days of the Effective
24 Date, Defendant shall make the Total Settlement Payment of \$16,000.00

25 4.2 **Allocation of Payments.** The Total Settlement Payment shall be paid in three
26 (3) separate checks made payable and allocated as follows:

27 4.2.1 **Civil Penalty.** Defendant shall pay \$2,000.00 as a civil penalty

1 pursuant to Health & Safety Code § 25249.7(b). The civil penalty shall be
2 apportioned in accordance with Health & Safety Code § 25249.12 (25% to Shefa and
3 75% to the State of California's Office of Environmental Health Hazard Assessment
4 ("OEHHA")). Accordingly, the OEHHA portion of the civil penalty payment in the
5 amount of \$1,500.00 shall be made payable to OEHHA and associated with taxpayer
6 identification number 68-0284486. This payment shall be delivered as follows:

7 For United States Postal Service Delivery:

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

13 For Non-United States Postal Service Delivery:

14 Attn: Mike Gyurics
15 Fiscal Operations Branch Chief
16 Office of Environmental Health Hazard Assessment
17 1001 I Street, MS #19B
18 Sacramento, CA 95814

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

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

5. **ENFORCEMENT**

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

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1 5.2 Prior to bringing any motion or application to enforce the requirements of
2 Section 3 above, Plaintiff shall provide the Defendant with Notice of Violation and a copy of
3 any test results, which purportedly support Plaintiff's Notice of Violation.

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

8 5.4 Should such attempt at informal resolution fail, Plaintiff may file its
9 enforcement motion or application.

10 5.5 The prevailing party on any motion to enforce this Consent Judgment shall be
11 entitled to its reasonable attorney's fees and costs incurred because of such motion or
12 application.

13 **6. CLAIMS COVERED AND RELEASED**

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

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1 Covered Products, and/or the use of any Covered Products, manufactured, shipped,
2 distributed or sold by Defendant, Defendant Releasees and/or Downstream Defendant
3 Releasees before Defendant's production of Covered Products and labels in compliance with
4 Paragraph 3.1 herein.

5 6.2 **Compliance.** Compliance with the terms of this Consent Judgment
6 constitutes compliance with Proposition 65 with respect to exposures to the Listed Chemical
7 resulting from the use of the Covered Product.

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

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

1 the California Civil Code, which provides as follows:

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

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

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

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

1 6.6 Liability for Covered Products that were manufactured and/or distributed for
2 retail sale in California on or before 120 days after the Effective Date, shall be subject to the
3 release of liability pursuant to Section 6 of this Consent Judgment, without regard to when
4 such Covered Product were, or are in the future, sold to consumers.

5 **7. MODIFICATION**

6 7.1 This Consent Judgment may be modified from time to time by express written
7 agreement of the Parties, with the approval of the Court, or by an order of this Court upon
8 motion and in accordance with law.

9 7.2 A Party seeking to modify this Consent Judgment shall attempt in good faith
10 to meet and confer with all affected Parties prior to filing a motion to modify the Consent
11 Judgment.

12 **8. ENTIRE AGREEMENT**

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

17 8.2 No representations, oral or otherwise, express, or implied, other than those
18 specifically referred to in this Consent Judgment have been made by any Party hereto.

19 8.3 No supplementation, modification, waiver, or termination of this Consent
20 Judgment shall be binding unless executed in writing by the Party to be bound thereby.

21 8.4 No waiver of any of the provisions of this Consent Judgment shall be deemed
22 or shall constitute a waiver of any of the other provisions hereof whether or not similar, nor
23 shall such waiver constitute a continuing waiver.

24 **9. GOVERNING LAW AND APPLICATION**

25 9.1 The laws of the State of California shall govern the terms of this Consent
26 Judgment, and shall apply only to Covered Product that are sold or offered for sale in the
27 State of California.

1 9.2 In the event that Proposition 65 is repealed, preempted or is otherwise
2 rendered inapplicable by reason of law generally, or if any of the provisions of this Consent
3 Judgment are rendered inapplicable or no longer required as a result of any such repeal or
4 preemption or rendered inapplicable by reason of law generally as to the Covered Product,
5 then Defendant shall notify Plaintiff and its counsel and may have no further obligations
6 pursuant to this Consent Judgment with respect to, and to the extent that, the Covered
7 Product are so affected.

8 9.3 This Consent Judgment shall apply to and be binding upon the Parties and
9 their divisions, subdivisions, and subsidiaries, and the Parties' successors and assigns.

10 9.4 The Parties, including their counsel, have participated in the preparation of
11 this Consent Judgment and this Consent Judgment is the result of the joint efforts of the
12 Parties.

13 9.5 This Consent Judgment was subject to revision and modification by the
14 Parties and has been accepted and approved as to its final form by all Parties and their
15 counsel.

16 9.6 Accordingly, any uncertainty or ambiguity existing in this Consent Judgment
17 shall not be interpreted against any Party as a result of the manner of the preparation of this
18 Consent Judgment.

19 **10. PROVISION OF NOTICE**

20 10.1 All notices required pursuant to this Consent Judgment and correspondence
21 shall be sent to the following:

22 For Plaintiff:

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

24 For RoadWorks:

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

26 **11. ATTORNEY'S FEES**

27 11.1 A Party who unsuccessfully brings or contests an action arising out of this

1 Consent Judgment shall be required to pay the prevailing Party's reasonable attorney's fees
2 and costs.

3 11.2 Nothing in this Section 11 shall preclude a Party from seeking an award of
4 sanctions pursuant to law.

5 **12. EXECUTION AND COUNTERPARTS**

6 12.1 The stipulations to this Consent Judgment may be executed in counterparts
7 and by means of facsimile and/or portable document format (pdf), which taken together shall
8 be deemed to constitute one document.

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

10 13.1 Plaintiff agrees to comply with the reporting form requirements referenced in
11 Health and Safety Code § 25249.7(f).

12 **14. COURT APPROVAL**

13 14.1 This Consent Judgment shall become effective upon entry by the Court.

14 14.2 Plaintiff shall prepare and file a Motion for Approval of this Consent
15 Judgment and Defendant shall support entry of this Consent Judgment.

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

20 **15. AUTHORIZATION**

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

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

27 16.1 This Consent Judgment came before this Court upon the request of the Parties.

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

16.2.1 The injunctive relief required by the Consent Judgment complies with Health & Safety Code § 25249.7;

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

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

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

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

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1 AGREED TO:

2
3 Dated: 8-7-17

Robert D. Kelly Attorney + Agent
For ROADWORKS MANUFACTURING, INC.

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Dated: 9/7/2017

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[Signature]
For SHEFA LMV, INC.

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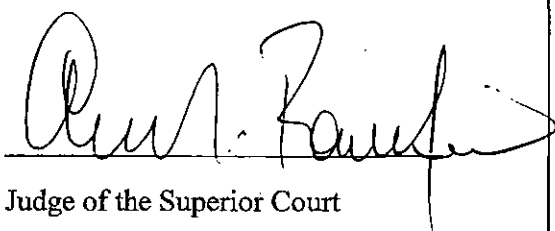
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ORDER AND JUDGMENT

Based upon the [Proposed] Consent Judgment between Plaintiff Shefa LMV, Inc. and RoadWorks Manufacturing, Inc., the settlement is approved and the clerk is directed to enter judgment in accordance with the terms herein.

Dated: 1-30-18



Judge of the Superior Court

ALAN S. ROSENFELD, JUDGE

01/30/18