

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 Inc.				
	DEFENDANT(S) INVOLVED IN SETTLEMENT Weaver Leather LLC				
CASE INFO	COURT DOCKET NUMBER BC654447			COURT NAME Los Angeles County Superior Court	
	SHORT CASE NAME Shefa v. Weaver Leather				
REPORT INFO	INJUNCTIVE RELIEF Warning label				
	PAYMENT: CIVIL PENALTY \$2,500		PAYMENT: ATTORNEYS FEES \$22,500		PAYMENT: OTHER 0.00
	WILL SETTLEMENT BE SUBMITTED TO COURT? <input checked="" type="radio"/> Yes <input type="radio"/> No		IF YES, AFTER ENTRY OF JUDGMENT BY COURT, REPORT OF ENTRY OF JUDGMENT MUST BE SUBMITTED TO ATTORNEY GENERAL		For Internal Use Only
	DATE SETTLEMENT SIGNED 4 / 18 / 2017				
	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	
	ADDRESS 7120 Hayvenhurst Ave., Suite 320			FAX NUMBER (424) 243-7698	
	CITY Van Nuys		STATE ZIP CA 91406		E-MAIL ADDRESS dgreenbaum@greenbaumlawfirm.com

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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6 Attorney for Plaintiff SHEFA LMV, INC.

7 MILLER & MARTIN PLLC
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9 Volunteer Building, Suite 1200
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Facsimile: (423) 321-1508
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12 Attorney for Defendant WEAVER LEATHER, LLC

13
14 SUPERIOR COURT OF THE STATE OF CALIFORNIA
15 FOR THE COUNTY OF LOS ANGELES

16 SHEFA LMV, INC.,

17 Plaintiff,

18 v.

19 WEAVER LEATHER, LLC; and DOES 1
20 through 10, Inclusive,

21 Defendants.
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Case No. BC654447

Hon. Gregory Alarcon
Dept. 36

**[PROPOSED] CONSENT JUDGMENT AS
TO WEAVER LEATHER, LLC**

Action filed: March 15, 2017

1 **1. INTRODUCTION**

2 1.1 The parties to this Consent Judgment are Shefa LMV, Inc. (“Shefa”) and Weaver
3 Leather, LLC (“Settling Defendant”) (collectively the “Parties”).

4 1.2 The products covered by this Consent Judgment are leather, cotton, and nylon
5 products with brass fittings manufactured, distributed and/or sold by Settling Defendant that
6 contain lead and or lead compounds (“Lead” or “Pb”), including but not limited to Leather
7 Steady Tab Lead, ¾” x 6”; UPC 793721101063 (“Covered Products”).

8 1.3 On or about August 2, 2016, Shefa mailed a 60-Day Notice of Violation under
9 Proposition 65 (The Safe Drinking Water and Toxic Enforcement Act of 1986, Health & Safety
10 Code §§ 25249.5, *et seq.*) (“Notice”) to Settling Defendant, the California Attorney General, the
11 District Attorneys of every County in the State of California, and the City Attorneys for every
12 City in the State of California with a population greater than 750,000.

13 1.4 The Notice alleges violations of Proposition 65 with respect to the presence of
14 Lead in certain of the Covered Products sold, distributed and/or manufactured by Settling
15 Defendant.

16 1.5 On or about March 15, 2017, Shefa filed the Complaint in the instant matter
17 (“Complaint”) alleging Proposition 65 violations as to the Covered Products sold in California
18 by Settling Defendant.

19 1.6 Settling Defendant denies the claims of alleged violations asserted against it in
20 the Complaint and denies that it has any liability under Proposition 65.

21 1.7 For purposes of this Consent Judgment only, the Parties stipulate that: (i) this
22 Court has jurisdiction over the allegations of violations contained in the operative Complaint
23 applicable to Settling Defendant and personal jurisdiction over Settling Defendant as to the acts
24 alleged in the Complaint; (ii) venue is proper in the County of Los Angeles; and (iii) this Court
25 has jurisdiction to enter this Consent Judgment.

26 1.8 Nothing in this Consent Judgment is or shall be construed as an admission by the
27 Parties of any fact, conclusion of law, issue of law, or violation of law, nor shall compliance with

1 the Consent Judgment constitute or be construed as an admission by the Parties of any fact,
2 conclusion of law, issue of law, or violation of law.

3 1.9 Nothing in this Consent Judgment shall prejudice, waive, or impair any right,
4 remedy, argument, or defense the Parties may have in any other legal proceeding.

5 1.10 This Consent Judgment is the product of negotiation and compromise and is
6 accepted by the Parties for purposes of settling, compromising, and resolving issues disputed in
7 this action.

8 1.11 The term "Effective Date" means the date on which this Consent Judgment is
9 approved and entered by the Court.

10 1.12 Shefa shall file a dismissal as to the entire case within (thirty) 30 days after entry
11 of this Consent Judgment.

12 2. INJUNCTIVE RELIEF

13 2.1 **Warning Requirement.** Warnings in accordance with Section 2.2 shall be given
14 for Covered Products containing lead (Pb) that are manufactured ninety (90) days after the
15 Effective Date that Settling Defendant sells in California, markets or distributes for sale in
16 California, or offers for sale to a third party for retail sale in California. For purposes of Section
17 2 and this entire Consent Judgment, Covered Products will not be considered to “contain lead
18 (Pb)” if they are manufactured using low lead brass¹ or brass that contains zero amounts of lead.

19 2.2 **Proposition 65 Warnings.** Covered Products are compliant with Proposition
20 65 and this Consent Judgment if warnings are provided on the product label or packaging in
21 accordance with Sections 2.3 and 2.4.

22 2.3 **Product Labeling.** Warnings that are affixed to the packaging, labeling, or
23 directly on each Covered Product sold at retail in California, shall state:
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26 _____
27 ¹ Brass alloy containing 0.25% or less lead is known as “low lead” brass, as opposed to the more
typical alloy which contains 5% lead.

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1 with taxpayer identification number 68-0284486. This payment shall
2 be delivered as follows:

3 For United States Postal Service Delivery:

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

9 For Non-United States Postal Service Delivery:

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

15 The Shefa portion of the civil penalty payment in the amount of
16 \$625.00 shall be made payable to Shefa LMV, Inc. and associated with
17 taxpayer identification number 81-0907002. This payment shall be delivered
18 to the Law Office of Daniel N. Greenbaum, 7120 Hayvenhurst Ave, Suite
19 320, Van Nuys, CA 91406.

20 **3.2.2 Attorneys' fees and Costs.** A reimbursement of Shefa's attorney's fees
21 and costs in the amount of \$22,500.00 payable to the "Law Office of
22 Daniel N. Greenbaum," and associated with taxpayer identification
23 number 46-4580172. This payment shall be delivered to the Law Office
24 of Daniel N. Greenbaum, 7120 Hayvenhurst Ave, Suite 320, Van Nuys,
25 CA 91406.

26 **4. CLAIMS COVERED AND RELEASED**

27 **4.1 Full and Binding Resolution of Proposition 65 Allegations:** This Consent
28 Judgment is a full, final, and binding resolution between:

- 29 (i) Shefa on behalf of itself and the public interest; and
30 (ii) Settling Defendant and its affiliates ("affiliate" means a person or entity who
31 directly or indirectly owns or controls, is owned or controlled by, or is under common ownership

1 or control with, Settling Defendant), former affiliates, and its current and past directors, officers,
2 shareholders, employees and attorneys (“Defendant Releasees”), and each entity to whom (or
3 from whom) any of them directly or indirectly distribute, receive for distribution and/or sell
4 Covered Products, including but not limited to distributors, wholesalers, customers, retailers
5 (including, but not limited to, Amazon.com, Inc.), franchisees, cooperative members, licensors,
6 and licensees (“Distributor Releasees”); of any violation of Proposition 65 that was or could
7 have been asserted in the Complaint against Settling Defendant, Defendant Releasees, and
8 Distributor Releasees, based on failure to warn about alleged exposure to lead contained in
9 Covered Products shipped, distributed or sold by Settling Defendant prior to ninety (90) days
10 after the Effective Date.

11 4.2 **Individual Release:** Shefa, on behalf of itself, its past and current agents,
12 representatives, attorneys, and successors and/or assignees, and **not** in its representative
13 capacity, hereby provides a release that shall be effective as a full and final accord and
14 satisfaction, as a bar to all Claims under Proposition 65, Bus. & Prof. Code §§ 17200 *et seq.*, or
15 any other statutory or common law, that are or may be asserted against Settling Defendant,
16 Defendant Releasees, and Distributor Releasees, whether known or unknown, suspected or
17 unsuspected, arising out of alleged exposures to, and/or failure to warn of alleged exposures to,
18 lead in Covered Products shipped, distributed or sold by Settling Defendant and that were
19 manufactured less than ninety (90) days after the Effective Date.

20 4.3 **General Release:** It is possible that other Claims not known to the Parties arising
21 out of the facts alleged in the Notice or the Complaint will develop or be discovered. Shefa, on
22 behalf of itself, its past and current agents, representatives, attorneys, and successors and/or
23 assigns, and **not** in its representative capacity, acknowledges that this Consent Judgment is
24 expressly intended to cover and include all such Claims, including all rights of action therefor.
25 Shefa has full knowledge of the contents of Civil Code § 1542. Shefa acknowledges that the
26 Claims released in Sections 4.1 and 4.2 include unknown Claims, and Shefa nevertheless waives
27 Civil Code § 1542 as to any such unknown Claims. Civil Code § 1542 reads as follows:

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

6 Shefa, on behalf of itself, its past and current agents, representatives, attorneys, and
7 successors and/or assignees, and **not** in its representative capacity, acknowledges and
8 understands the significance and consequences of this specific waiver of Civil Code § 1542.

9 4.4 Compliance with the terms of this Consent Judgment by Settling Defendant shall
10 constitute compliance with Proposition 65 by Settling Defendant, Defendant Releasees, and
11 Distributor Releasees with respect to any alleged failure to warn about lead in Covered Products
12 that were distributed or sold by Settling Defendant and that were manufactured more than ninety
13 (90) days after the Effective Date.

14 4.5 Nothing in this Section 4 affects Shefa's right to commence or prosecute an action
15 under Proposition 65 against any person other than Settling Defendant, Defendant Releasees, or
16 Distributor Releasees.

17 5. ENFORCEMENT

18 5.1 The Parties may, by motion or application for an order to show cause before the
19 Superior Court of Los Angeles County, enforce the terms and conditions contained in this
20 Consent Judgment.

21 5.2 Prior to bringing any motion or application to enforce the requirements of Section
22 2 above, Shefa shall provide Settling Defendant with a Notice of Violation and proof of purchase
23 and a copy of any test results which purportedly support the Notice of Violation.

24 5.3 The Parties shall then meet and confer regarding the basis for the anticipated
25 motion or application in an attempt to resolve it informally, including providing Settling
26 Defendant with a reasonable opportunity of at least thirty (30) days to cure any alleged violation.

27 5.4 Should such attempts at informal resolution fail, Shefa may file an enforcement
28 motion or application.

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

2 9.1 Shefa agrees to comply with the reporting form requirements referenced in Health
3 and Safety Code § 25249.7(f).

4 **10. COURT APPROVAL**

5 10.1 This Consent Judgment shall become effective upon entry by the Court.

6 10.2 The Parties acknowledge that, pursuant to Health & Safety Code § 25249.7, a
7 noticed motion is required to obtain judicial approval of this Consent Judgment. Shefa shall
8 prepare and file such motion, and Settling Defendant shall not oppose it.

9 10.3 If this Consent Judgment is not entered by the Court, it shall be of no force or
10 effect and shall never be introduced into evidence or otherwise used in any proceeding for any
11 purpose other than to allow the Court to determine if there was a material breach of Section 10.2.

12 **11. OTHER TERMS**

13 11.1 The terms of this Consent Judgment shall be governed by the laws of the State of
14 California.

15 11.2 This Consent Judgment shall apply to and be binding upon Shefa, Settling
16 Defendant, its affiliates, and successors or assigns of any of them.

17 11.3 This Consent Judgment contains the sole and entire agreement and understanding
18 of the Parties with respect to the entire subject matter hereof, and any and all prior discussions,
19 negotiations, commitments, or understandings related thereto, if any, are hereby merged herein
20 and therein.

21 11.4 There are no warranties, representations, or other agreements between the Parties
22 except as expressly set forth herein.

23 11.5 No representations, oral or otherwise, express or implied, other than those
24 specifically referred to in this Consent Judgment have been made by any Party hereto.

25 11.6 This Court shall retain jurisdiction of this matter to implement or modify the
26 Consent Judgment.

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

11.8 Each signatory to this Consent Judgment certifies that he or she is fully authorized by the Party he or she represents to stipulate to this Consent Judgment and to enter into and execute the Consent Judgment on behalf of the Party represented and legally to bind that Party.

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

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

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

11.12 Each Party to this Consent Judgment agrees that any statute or rule of construction providing that ambiguities are to be resolved against the drafting Party should not be employed in the interpretation of this Consent Judgment and, in this regard, the Parties hereby waive Civil Code § 1654.

12. REQUEST FOR FINDINGS, APPROVAL OF SETTLEMENT AND ENTRY OF CONSENT JUDGMENT

12.1 This Consent Judgment will be brought before this Court upon the request of the Parties. 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):

- a. The injunctive relief required by the Consent Judgment complies with Health & Safety Code § 25249.7;
- b. The reimbursement of fees and costs to be paid pursuant to the Consent Judgment is reasonable under California law; and


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

AGREED TO:


Dated: 04/18/2017

SHEFA LMV, LLC

By: 

Dated: 4/13/2017

WEAVER LEATHER, LLC

By: 
Carlos Mullet
Chief Financial Officer

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ORDER AND JUDGMENT

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

Dated: _____

Judge of the Superior Court