

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 / /	
	COPY OF SETTLEMENT MUST BE ATTACHED				For Internal Use Only
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 Daniel N. Greenbaum, Esq. (SBN 268104)
2 LAW OFFICE OF DANIEL N. GREENBAUM
3 The Hathaway Building
4 7120 Hayvenhurst Ave., Suite 320
5 Van Nuys, CA 91406
6 Telephone: (818) 809-2199
7 Facsimile: (424) 243-7689
8 Email: dgreenbaum@greenbaumlawfirm.com

9 Attorney for Shefa LMV, Inc.

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

10 SHEFA LMV, INC.,

11 Plaintiff,

12 v.

13 CALIFORNIA EXOTIC NOVELTIES, LLC,
14 et al.,

15 Defendants.

Case No: BC679143

Hon. Dennis J. Landin
Dept. 51

[PROPOSED] CONSENT JUDGMENT

Action Filed: October 12, 2017
Trial Date: None Set

1 **1. INTRODUCTION**

2 **1.1 The Parties**

3 The parties to this [Proposed] Consent Judgment (“Consent Judgment”) are plaintiff Shefa
4 LMV, Inc. (“Shefa” or “Plaintiff”), and the defendants who execute this Consent Judgment. All
5 settling defendants shall be referred to herein as a “Settling Defendant” and collectively as
6 “Settling Defendants.” Settling Defendants and Plaintiff are the “Parties” to this Consent
7 Judgment. Each Settling Defendant is identified in an Exhibit A to this Consent Judgment.

8 **1.2 Plaintiff**

9 Plaintiff seeks to promote awareness of exposure to toxic chemicals and improve human
10 health by reducing or eliminating hazardous substances contained in consumer products.

11 **1.3 Settling Defendants**

12 Each Settling Defendant employs ten or more persons, is a person in the course of doing
13 business for purposes of Proposition 65, and has received a 60-Day Notice of Violation alleging
14 that it manufactures, distributes, or offers Covered Products (as further defined in Section 2.2
15 below) for sale in the State of California containing one or more of the Listed Chemicals (as
16 defined in Section 2.3 below), without the requisite health hazard warning, or has done so in the
17 past.

18 **1.4 General Allegations**

19 Plaintiff alleges that each Settling Defendant violated the Safe Drinking Water and Toxic
20 Enforcement Act of 1986, California Health and Safety Code section 25249.5 *et seq.*
21 (“Proposition 65”) by exposing persons to one or more Listed Chemicals contained in certain adult
22 novelties without first providing a clear and reasonable warning regarding the risk of cancer and/or
23 reproductive harm from the Listed Chemicals. Settling Defendants deny these allegations and
24 deny that they have violated any law, rule or regulation pertaining to their products.

25 **1.5 Sixty-Day Notices of Violation**

26 Commencing in late 2016 and 2017, 60-Day Notices of Violation were served on each
27 Settling Defendant alleging that the entities named in those notices violated Proposition 65 by
28 exposing persons to one of more Listed Chemicals contained in certain adult novelties, without

1 first providing a clear and reasonable warning regarding the risk of cancer and/or reproductive
2 harm from the Listed Chemicals.

3 **1.6 Complaint**

4 On October 12, 2017, Plaintiff filed a complaint in the Superior Court of California for the
5 County of Los Angeles and Amendments to the Complaint on March 16, 2018, naming each
6 Settling Defendant and alleging Proposition 65 violations as to the Listed Chemicals contained in
7 the Covered Products applicable to each Settling Defendant (hereinafter "Action" or
8 "Complaint").

9 **1.7 Product Description**

10 The products covered by this Consent Judgment are "Covered Products" as defined in
11 Sections 2.2 and 2.6 below.

12 **1.8 No Admission**

13 Nothing in this Consent Judgment is or shall be construed as an admission by Settling
14 Defendants of any fact, conclusion of law, issue of law or violation of law, nor shall compliance
15 with the Consent Judgment constitute or be construed as an admission by Settling Defendants of
16 any fact, conclusion of law, issue of law, or violation of law. Nothing in this Consent Judgment
17 shall prejudice, waive or impair any right, remedy, argument or defense Settling Defendants may
18 have in any other legal proceeding. This Consent Judgment is the product of negotiation and
19 compromise and is accepted by the Parties for purposes of settling, compromising and resolving
20 claims that are disputed in this Action.

21 **1.9 Consent to Jurisdiction**

22 For purposes of this Consent Judgment only, Settling Defendants stipulate that this Court
23 has jurisdiction over them as to the allegations contained in the Complaint, that venue is proper in
24 the County of Los Angeles, and that the Court has jurisdiction to enter and enforce the provisions
25 of this Consent Judgment.

26 **1.10 Effective Date**

27 For purposes of this Consent Judgment, the term "Effective Date" shall mean the date on
28 which this Consent Judgment is entered by the Court as to each Settling Defendant.

1 **2. DEFINITIONS**

2 **2.1** “Accessible Component” means any accessible part of the Covered Product that
3 can be mouthed, handled, or touches the body (“Accessible Component”) during the ordinary and
4 customary conditions of purchase or use of the Covered Product.

5 **2.2** “Covered Products” means any Adult Novelty Product (as defined in Section 2.6
6 below) that contains one or more of the Listed Chemicals and is manufactured, imported,
7 distributed or sold by a Settling Defendant.

8 **2.3** “Listed Chemicals” means the following listed chemicals: Di[2-Ethylhexyl]
9 Phthalate (DEHP), Diisononyl Phthalate (DINP), Di-n-butyl Phthalate (DBP), Di-isodecyl
10 Phthalate (DIDP), Benzyl Butyl Phthalate (BBP), and Di-n-hexyl Phthalate (DnHP) each of which
11 is listed pursuant to Proposition 65 as a chemical known to the State of California to cause cancer,
12 birth defects, and/or other reproductive harm.

13 **2.4** “Phthalate Free” shall mean that each Accessible Component of each Covered
14 Product contains less than or equal to 1,000 parts per million (ppm) of DEHP, DINP, DBP, DIDP,
15 BBP, and DnHP when analyzed pursuant to U.S. EPA testing methodology 3580A and 8270C or
16 similar methodologies utilized by federal or state agencies for the purpose of determining
17 phthalate content in a solid substance.

18 **2.5** “Settling Defendant” means a defendant that executes this Consent Judgment and is
19 listed in an Exhibit A to this Consent Judgment.

20 **2.6** “Adult Novelty Product” shall mean any article, including apparel or other items
21 that may be worn on or attached to the body, produced or marketed primarily for romantic, sexual
22 or erotic gratification, enhancement, stimulation, play, role playing, or related activities.

23 **3. INJUNCTIVE RELIEF**

24 **3.1 Reformulation Commitment**

25 After the Effective Date, Settling Defendants shall only manufacture, or accept from a
26 manufacturer or other supplier Covered Products to be offered for sale in California that are
27 Phthalate Free unless such Covered Products comply with the warning provisions set forth in

28 ///

1 Section 3.3 below. Settling Defendants may rely on their suppliers' test results in order to
2 determine whether the Covered Products are Phthalate Free.

3 **3.2 Vendor Notification**

4 No more than thirty (30) days after a Settling Defendant executes this Consent Judgment,
5 that Settling Defendant shall provide the Phthalate Free concentration standards of Section 2.4 to
6 its then-current vendors of Covered Products that will be sold or offered for sale to California
7 consumers and shall instruct each vendor to use reasonable efforts to provide Covered Products
8 that are Phthalate Free. In addressing the obligation set forth in the preceding sentence, Settling
9 Defendants shall not employ statements that will encourage a vendor to delay compliance with the
10 Phthalate Free standard. Upon request, each Settling Defendant shall provide Plaintiff with copies
11 of such vendor notification and Plaintiff shall regard such copies as confidential business
12 information.

13 **3.3 Warnings**

14 Covered Products manufactured after the Effective Date that do not meet the Phthalate
15 Free standard shall bear the following warning on the label or package:

16  **WARNING:** Cancer and Reproductive Harm-www.P65warnings.ca.gov

17 In lieu of the preceding warning, Settling Defendants may use any warning language and method
18 that complies with Title 27, California Code of Regulations, section 25600 *et seq.*, as amended
19 August 30, 2016 and subsequently thereafter.

20 **3.4 Covered Products in the Stream of Commerce**

21 The reformulation and warning requirements of Sections 3.1 and 3.3 do not apply to any
22 Covered Products in the stream of commerce as of the Effective Date.

23 **4. SETTLEMENT PAYMENT**

24 **4.1 Payments by Settling Defendants**

25 Settling Defendants shall collectively pay, \$106,459.00, which shall be divided as follows:
26 (i) \$15,750.00 as a civil penalty; and (ii) \$90,709.00 as reimbursement of Plaintiff's attorney's
27 fees and costs.

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1 **4.2 Payment Procedures**

2 The settlement funds shall be made payable by checks, as follows: (a) "OEHHA" in an
3 amount equal to 75% of the civil penalty; (b) "Shefa LMV" in an amount equal to 25% of the civil
4 penalty; and (c) "Law Office of Daniel Greenbaum" in the amount set forth in Section 4.1 for
5 reimbursement of Plaintiff's attorneys' fees and costs. The settlement checks shall be delivered to
6 Plaintiff's counsel at the address set forth in Section 10 within ten (10) business days after receipt
7 of Notice of Entry of the Consent Judgment.

8 **5. RELEASE OF ALL CLAIMS**

9 **5.1 Shefa's Release of Settling Defendants**

10 **5.1.1** This Consent Judgment is a full, final, and binding resolution between
11 Plaintiff, on behalf of itself and in the public interest, and Settling Defendants, their parents,
12 subsidiaries, and affiliated entities that are under common ownership, directors, officers,
13 shareholders, members, employees, and attorneys ("Defendant Releasees"), each entity to whom
14 they directly or indirectly distribute or sell or in the past have distributed or sold Covered
15 Products, including but not limited to distributors, wholesalers, customers, retailers, franchisees,
16 cooperative members, licensors, and licensees, and Amazon.com, Inc., and each of those entities'
17 parents, subsidiaries, and affiliated entities ("Downstream Defendant Releasees") of any violation
18 of Proposition 65 that was or could have been asserted in the Complaint against Settling
19 Defendants, their Defendant Releasees, and Downstream Defendant Releasees, based on the
20 failure to warn about alleged exposure to Listed Chemicals contained in the Covered Products that
21 were produced, imported, distributed or sold by each Settling Defendant prior to the Effective
22 Date.

23 **5.1.2** In further consideration of the promises and agreements herein contained,
24 the injunctive relief commitments set forth in Section 3, and for the payments to be made pursuant
25 to Section 4, Plaintiff on behalf of itself, its past and current agents, representatives, attorneys,
26 successors, and/or assignees, and in the public interest, hereby waives all rights to institute or
27 participate in, directly or indirectly, any form of legal action, and releases all claims, including,
28 without limitation, all actions, and causes of action, in law or in equity, suits, liabilities, demands,

obligations, damages, costs, fines, penalties, losses, or expenses (including, but not limited to, investigation fees, expert fees, and attorneys' fees) of any nature whatsoever (collectively "claims"), against Settling Defendants, each of their Defendant Releasees, and each of their Downstream Defendant Releasees, and agrees to dismiss any pending claim against any of the Settling Defendants, each of their Defendant Releasees, and each of their Downstream Defendant Releasees, that is not fully resolved as a result of and upon entry of this Consent Judgment. This waiver, release, and agreement to dismiss is limited to those claims that arise under Proposition 65 with respect to Listed Chemicals in the Covered Products manufactured, distributed or sold by each Settling Defendant, as such claims relate to the alleged failure to warn under California Health & Safety Code section 25249.6 as to the Listed Chemicals in each Settling Defendant's Covered Products.

5.1.3 Plaintiff also, in its individual capacity only and *not* in its representative capacity, provides a release herein on behalf of itself, its past and current agents, representatives, attorneys, successors, and/or assignees, which shall be effective as a full and final accord and satisfaction, and as a bar to all actions, causes of action, obligations, costs, expenses, attorneys' fees, damages, losses, claims, liabilities and demands of any nature, character or kind, known or unknown, suspected or unsuspected, arising out of alleged or actual exposure to the Listed Chemicals in the Covered Products manufactured, distributed or sold by each Settling Defendant, each of its Defendant Releasees, and each of its Downstream Defendant Releasees.

5.1.4 Compliance with the terms of this Consent Judgment by each Settling Defendant constitutes compliance with Proposition 65 with respect to Listed Chemicals in each Settling Defendant's Covered Products. Only Parties to this Consent Judgment may enforce any of its terms. Any Defendant Releasee or Downstream Defendant Releasee may enforce and assert as a defense any waiver, release, or agreement to dismiss provided by and upon entry of this Consent Judgment.

5.2 Settling Defendants' Release of Shefa

Settling Defendants waive any and all claims against Shefa, its attorneys and other representatives, for any and all actions taken, or statements made (or those that could have been

1 taken or made), by Shefa and its attorneys and other representatives, whether in the course of
2 investigating claims or otherwise seeking enforcement of Proposition 65 against Settling
3 Defendants in this matter, and/or with respect to the Covered Products.

4 **6. POST SETTLEMENT ACTIVITIES AND COURT APPROVAL**

5 **6.1** The Parties acknowledge that, pursuant to California Health & Safety Code
6 section 25249.7, a noticed motion is required to obtain judicial approval of this Consent Judgment.
7 As part of the noticed motion, Plaintiff will seek approval of those fees and costs to be paid
8 pursuant to this Consent Judgment, representing a portion of the total fees and costs incurred by
9 Shefa's counsel with respect to the investigation, litigation, and enforcement of the coordinated
10 matters, including the fees and costs previously incurred in this action that have not otherwise been
11 recovered. In furtherance of obtaining such approval, the Parties and their respective counsel
12 agree to mutually employ their reasonable best efforts to support the entry of this Consent
13 Judgment and obtain approval of the Consent Judgment by the Court in a timely manner.

14 **6.2** If this Consent Judgment is not approved by the Court in its entirety, the Parties
15 shall meet and confer to determine whether to modify the terms of the Consent Judgment and to
16 resubmit it for approval. In meeting and conferring, the Parties agree to undertake any actions
17 reasonably necessary to amend and/or modify this Consent Judgment in order to further the
18 mutual intention of the Parties in entering into this Consent Judgment.

19 **6.3** If this Consent Judgment is not entered by the Court within one year of the date it
20 has been signed by the Parties, it shall be of no force or effect and shall never be introduced into
21 evidence or otherwise used in any proceeding for any purpose other than to determine the rights or
22 obligations of a Party as a result of the fact that the Consent Judgment was not approved.

23 **7. GOVERNING LAW**

24 The terms of this Consent Judgment shall be governed by the laws of the State of
25 California and apply within the State of California. In the event that Proposition 65 is repealed,
26 preempted or is otherwise rendered inapplicable by reason of law generally, or as to the Covered
27 Products, any Settling Defendant may provide written notice to Shefa of any asserted change in
28 the law, and shall have no further obligations pursuant to this Consent Judgment with respect to,

1 and to the extent that, the Covered Products are so affected. Nothing in this Consent Judgment
2 shall be interpreted to relieve Settling Defendants from any obligation to comply with any
3 pertinent state or federal toxics control laws.

4 **8. COUNTERPARTS; FACSIMILE SIGNATURES**

5 This Consent Judgment may be executed in counterparts and by facsimile or portable
6 document format (.pdf), each of which shall be deemed an original, and all of which, when taken
7 together, shall constitute one and the same document.

8 **9. COMPLIANCE WITH CALIFORNIA HEALTH & SAFETY CODE § 25249.7(f)**

9 Shefa agrees to comply with reporting form requirements referenced in California Health
10 & Safety Code section 25249.7(f) to the extent that they apply to this Consent Judgment.

11 **10. NOTICES**

12 When any Party is entitled to receive any notice under this Consent Judgment, the notice
13 shall be sent by certified mail or electronic mail to the following:

14 **For Settling Defendants:**

15 See Exhibit A.

16 **For Shefa:**

17 Daniel N. Greenbaum
18 Law Office of Daniel N. Greenbaum
19 7120 Hayvenhurst Ave., Suite 320
20 Van Nuys, CA 91406
21 dgreenbaum@greenbaumlawfirm.com

22 The Parties may modify the person and address to whom the notice is to be sent by sending
23 the other Party notice by certified mail and/or other verifiable form of written communication.

24 **11. MODIFICATION**

25 This Consent Judgment may be modified or amended only: (1) by written agreement of
26 the Parties and upon entry of a Stipulation and Order by the Court thereon; or (2) upon a
27 successful motion or application of any party which motion or application shall not be
28 unreasonably opposed unless a material term affecting the opposing party is at issue.

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1 **12. ATTORNEYS' FEES**

2 Except as otherwise provided in this Consent Judgment, each Party shall bear its own
3 attorneys' fees and costs.

4 **13. OTHER TERMS**

5 **13.1** This Consent Judgment shall apply to and be binding upon Plaintiff and Settling
6 Defendants, and their respective divisions, subdivisions, and subsidiaries, and the successors or
7 assigns of any of them.

8 **13.2** This Consent Judgment contains the sole and entire agreement and understanding
9 of the Parties with respect to the entire subject matter set forth in this Consent Judgment, and any
10 and all prior discussions, negotiations, commitments, or understandings related thereto, if any, are
11 deemed merged. No representations, oral or otherwise, express or implied, other than those
12 specifically referred to in this Consent Judgment have been made by any Party with respect to the
13 subject matter of this Consent Judgment. No other agreements not specifically contained or
14 referenced in this Consent Judgment, oral or otherwise, shall be deemed to exist or to bind any of
15 the Parties with respect to the subject matter of this Consent Judgment. No supplementation,
16 modification, waiver, or termination of this Consent Judgment shall be binding unless executed in
17 writing by the Party to be bound. No waiver of any of the provisions of this Consent Judgment
18 shall be deemed or shall constitute a waiver of any of the other provisions whether or not similar,
19 nor shall such waiver constitute a continuing waiver.

20 **13.3** Nothing in this Consent Judgment shall release, or in any way affect any rights that
21 Settling Defendants might have against any other party.

22 **13.4** The Parties, including their counsel, have participated in the preparation of this
23 Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties. This
24 Consent Judgment was subject to revision and modification by the Parties and has been accepted
25 and approved as to its final form by all Parties and their counsel. Accordingly, any uncertainty or
26 ambiguity existing in this Consent Judgment shall not be interpreted against any Party as a result
27 of the manner of the preparation of this Consent Judgment. Each Party to this Consent Judgment
28 agrees that any statute or rule of construction providing that ambiguities are to be resolved against

1 the drafting Party should not be employed in the interpretation of this Consent Judgment and, in
2 this regard, the Parties hereby waive California Civil Code section 1654.

3 **14. AUTHORITY TO EXECUTE**

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

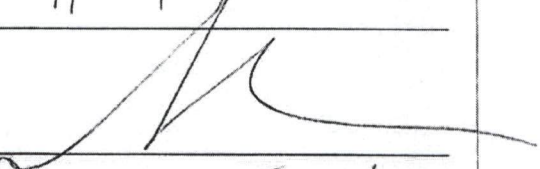
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8 **AGREED TO:**

9 Date: 11/14/2019

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11 By: 
12 SHEFA LMV, INC.

8 **AGREED TO:**

9 Date: 9/20/19

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11 By: 
12 California Exotic
13 Animals, LLC

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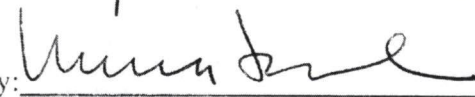
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8 **AGREED TO:**

9 Date: 11/14/2019

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11 By: 
12 SHERA LMV, INC.

8 **AGREED TO:**

9 Date: 8/14/19

10
11 By: 
12 Mark Franks
13 CEO
14 Castle Megastore Group, Inc.

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9 Date: 11/14/2019

10
11 By: 
12 SHEFA LMV, INC.

AGREED TO:

13 Date: 9/25/19

14 By: 
15 CHAD BRAUERMANN


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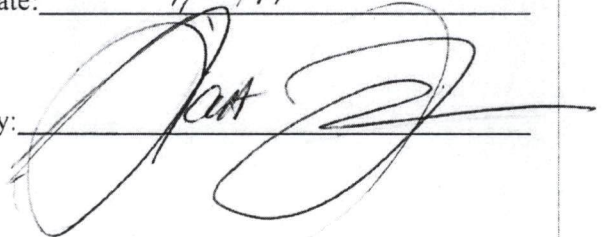
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8 **AGREED TO:**

9 Date: 11/14/2019

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11 By: 
12 SHEFA LMV, INC.

AGREED TO:

13 Date: 9/30/19

14 By: 

15 Scott Taylor, New Sensations Novelties, Inc.

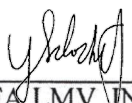
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7
8 **AGREED TO:**

9 Date: 11/14/2019

10
11 By: 
12 SHEFA LMV, INC.

AGREED TO:

Date: 9/23/19

13
14 By: 
15 TED ROTHSTEIN

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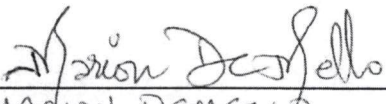
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8 **AGREED TO:**

9 Date: 11/14/2019

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11 By: 
12 SHEFA LMV, INC.

8 **AGREED TO:**

9 Date: 10/21/2019

10
11 By: 
12 MARION DEMELLO
13 CFO, PIPE DREAM PRODUCTS
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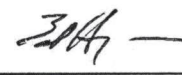
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8 **AGREED TO:**

9 Date: 11/14/2019

10
11 By: 
12 SHEFA LMV, INC.

AGREED TO:

Date: 9/19/19

13 By: 
14 TJ Creative, Inc., dba Sportsheets
15 International, Inc.
16 By Ed Hayes, COO
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18
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7
8 **AGREED TO:**

9 Date: 11/14/2019

AGREED TO:

Date: 09/30/2019

10
11 By: 

SHEFA/LMV, INC.

By: 

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8 **AGREED TO:**

9 Date: 11/14/2019

AGREED TO:

Date: 9/20/19

10
11 By: 
12 SHEBA LMV, INC.

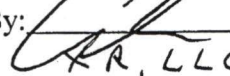
11 By: 
KR, LLC

EXHIBIT A

EXHIBIT A

I. Name of Settling Defendant

California Exotic Novelties, LLC

II. Person(s) to receive notices pursuant to the Consent Judgment

Susan Colvin

Name

President

Title

California Exotic Novelties, LLC

Company

1455 E. Francis Street

Address, Line 1

Ontario, CA 91761

Address, Line 2

sc@calexotics.com

Email

Peg Carew Toledo

Name

Counsel

Title

Arnold & Porter Kaye Scholer LLP

Company

Three Embarcadero Center, 10th Floor

Address, Line 1

San Francisco, CA 94111-4024

Address, Line 2

Peg.Toledo@arnoldporter.com

Email

EXHIBIT A

I. Name of Settling Defendant

Castle Megastore Group, Inc.

II. Person(s) to receive notices pursuant to the Consent Judgment

Mark Franks
Name

CEO
Title

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EXHIBIT A

I. Name of Settling Defendant

Doc Johnson Enterprises

II. Person(s) to receive notices pursuant to the Consent Judgment

Chad Braverman

Name

Chief Operating Officer

Title

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Peg Carew Toledo

Name

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EXHIBIT A

I. Name of Settling Defendant

New Sensations Novelties, Inc.

II. Person(s) to receive notices pursuant to the Consent Judgment

Scott Taylor

Name

Chief Executive Officer

Title

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EXHIBIT A

I. Name of Settling Defendant

Novelties by Nasswalk, Inc.

II. Person(s) to receive notices pursuant to the Consent Judgment

Ted Rothstein

Name

President

Title

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EXHIBIT A

I. Name of Settling Defendant

PD Products LLC dba Pipedream Products

II. Person(s) to receive notices pursuant to the Consent Judgment

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EXHIBIT A

I. Name of Settling Defendant

TJ Creative, Inc., dba Sportsheets International, Inc.

II. Person(s) to receive notices pursuant to the Consent Judgment

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EXHIBIT A

I. Name of Settling Defendant

WSM Investment LLC DBA Topco Sales

II. Person(s) to receive notices pursuant to the Consent Judgment

Gabriel Scally

Name

Controller

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EXHIBIT A

I. Name of Settling Defendant

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II. Person(s) to receive notices pursuant to the Consent Judgment

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