

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 Henkle Capital S.A. de C.V.; Mexilink, Inc.; Nattura Laboratories S.A., D E C.V., Inc.				
CASE INFO	COURT DOCKET NUMBER 19STCV05345		COURT NAME SUPERIOR COURT OF CA, Los Angeles Co		
	SHORT CASE NAME Shefa LMV, Inc. v. Henkle Capital, et al.				
REPORT INFO	INJUNCTIVE RELIEF COMPLIANT PRODUCTS AND WARNINGS				
	PAYMENT: CIVIL PENALTY \$3,000.00		PAYMENT: ATTORNEYS FEES \$30,000.00	PAYMENT: OTHER 0	
	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 12 / 26 / 2019	<i>For Internal Use Only</i>
	COPY OF SETTLEMENT MUST BE ATTACHED				
FILER INFO	NAME OF CONTACT Daniel N. Greenbaum				
	ORGANIZATION Law Office of Daniel Greenbaum			TELEPHONE NUMBER 618 909-2199	
	ADDRESS 7120 Hayvenhurst Ave., Suite 320			FAX NUMBER (424) 243-7698	
	CITY Van Nuys	STATE CA	ZIP 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.

1 LAW OFFICE OF DANIEL N. GREENBAUM
Daniel N. Greenbaum, Esq. (SBN 268104)
The Hathaway Building
2 7120 Hayvenhurst Avenue, Suite 320
Van Nuys, CA 91406
3 Telephone: (818) 809-2199
Facsimile: (424) 243-7689
4 Email: dgreenbaum@greenbaumlawfirm.com

5 Attorney for Plaintiff
6 SHEFA LMV, INC.

7 SUPERIOR COURT OF THE STATE OF CALIFORNIA
8 COUNTY OF LOS ANGELES

10 SHEFA LMV, INC.,

11 Plaintiff,

12 vs.

13 HENKEL CAPITAL S.A. de C.V., erroneously
14 named as HENKEL CORPORATION;
MEXILINK, INC.; NATTURA
15 LABORATORIOS S.A. DE C.V., erroneously
16 named as MOCO DE GORILA, INC.; and
DOES 1 through 100, Inclusive,

17 Defendant.

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) Case No. 19STCV05345
)
)
) **[PROPOSED] CONSENT JUDGMENT**
) **AS TO HENKEL CAPITAL S.A. de C.V.;**
) **MEXILINK, INC.; AND NATTURA**
) **LABORATORIOS S.A. DE C.V., INC.**
)
) Action Filed: February 19, 2019
)
)
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1 **1. INTRODUCTION**

2 **1.1 Parties**

3 This consent judgment (“Consent Judgment”) is entered into by and between plaintiff Shefa
4 LMV, Inc. (“Shefa” or “Plaintiff”) and HENKEL CAPITAL S.A. de C.V., erroneously named as
5 HENKEL CORPORATION; MEXILINK, INC.; and NATTURA LABORATORIOS S.A. DE
6 C.V., erroneously named as MOCO DE GORILA, INC.; (individually “Defendant” and collectively
7 “Defendants”) (Plaintiff and each Defendant individually referred to as a “Party” and collectively as
8 the “Parties.”)

9 **1.2 Plaintiff**

10 Shefa is a public benefit, non-profit corporation that seeks to promote awareness of
11 exposures to toxic chemicals and to improve human health by reducing or eliminating hazardous
12 substances contained in consumer products.

13 **1.3 Settling Defendants**

14 Each Defendant employs ten (10) or more persons and is a person in the course of doing
15 business for purposes of the Safe Drinking Water and Toxic Enforcement Act of 1986, Health and
16 Safety Code §25249.6 *et seq.* (“**Proposition 65**”).

17 **1.4 Products Covered**

18 The products covered by this Consent Judgment are hair gel products distributed by
19 HENKEL CAPITAL S.A. de C.V. or manufactured by NATTURA LABORATORIOS S.A. DE
20 C.V., including, but not limited to: a) Wetline Xtreme® Professional Styling Gel; UPC:
21 871217007416; b) Wetline Xtreme® Reaction Styling Gel UPC871217004316; and c) Moco De
22 Gorila (Gorilla Snot Gel®) Galan By Naturalabs; UPC878971000028, that contain Diethanolamine
23 and are sold, or distributed for sale in California (the “**Covered Products**”).

24 **1.5 General Allegations**

25 Shefa alleges that Defendants manufacture, import, sell, or distribute, for sale in the state of
26 California, the Covered Products without first providing a clear and reasonable warning required by
27 Proposition 65. DEA (CAS # 111-42-2) is a chemical listed under Proposition 65 as a chemical
28 known to the state to cause cancer.

1 **1.6 Notice of Violation**

2 On December 21, 2017 and March 16, 2018, Shefa served Defendants and the requisite
3 public enforcement agencies with a 60-Day Notice of Violation (the “**Notice**”) alleging that each
4 Defendant violated Proposition 65 when it failed to warn its customers and consumers in California
5 that the Covered Products expose users to DEA. To the best of the Parties’ knowledge, no public
6 enforcer has commenced and is diligently prosecuting the allegations set forth in the Notice.

7 **1.7 Complaint**

8 On February 19, 2019, Shefa filed the instant complaint in the Superior Court in and for the
9 County of Los Angeles against Defendants, alleging violations of California Health & Safety Code
10 § 25249.6, based on exposures to DEA contained in the Covered Products sold in the State of
11 California (the “**Complaint**”).

12 **1.8 No Admission**

13 Each Defendant denies the material, factual, and legal allegations contained in the Notice
14 and Complaint and maintains that all the products it has manufactured, sold, or distributed for sale
15 in California, including the Covered Products, have been, and are, in compliance with all laws.
16 Nothing in this Consent Judgment shall be construed as an admission by any Defendant of any fact,
17 finding, conclusion of law, issue of law, or violation of law; nor shall compliance with this Consent
18 Judgment constitute or be construed as an admission by any Defendant of any fact, finding,
19 conclusion of law, issue of law, or violation of law, the same being specifically denied by
20 Defendants. This section shall not, however, diminish or otherwise affect Defendants’ obligations,
21 responsibilities, and duties under this Consent Judgment.

22 **1.9 Consent to Jurisdiction**

23 For purposes of this Consent Judgment only, the Parties stipulate: a) this Court has
24 jurisdiction over Defendants as to the allegations in the Complaint; b) venue is proper in the County
25 of Los Angeles; c) each Defendant employs or has employed ten or more persons during time
26 periods relevant to the Complaint; and d) this Court has jurisdiction over the Parties to enter and
27 enforce the provisions of this Consent Judgment pursuant to Proposition 65.

1 **1.10 Dates**

2 For purposes of this Consent Judgment, the term “**Effective Date**” shall mean the date the
3 Consent Judgment is approved and entered by the Court and “**Compliance Date**” shall mean 180
4 days after the Effective Date.

5 **2. INJUNCTIVE RELIEF: REFORMULATION AND WARNINGS**

6 **2.1 Reformulation of Covered Products**

7 As of the date of execution of this Consent Judgment Defendants HENKEL CAPITAL S.A.
8 de C.V. and NATTURA LABORATORIOS S.A. DE C.V., confirm that they have actively engaged
9 their suppliers of raw materials and hair gel products to comply with their reformulation efforts.
10 Before the Compliance Date, these two Defendants shall take commercially reasonable efforts not
11 to manufacture or distribute any Covered Products (a) that contain DEA as an ingredient in its
12 formula and (b) that any Defendant intends to sell or offer for sale to California consumers. For
13 purposes of this Consent Judgment, Covered Products “contain DEA” if DEA is an intentionally
14 added ingredient of the Covered Products or if the DEA concentration in the Covered Products
15 exceeds the level(s) for the relevant time frame(s) set forth in Section 2.2 of this Consent Judgment.

16 **2.2 Reformulation Requirements**

17 **2.2.1** “Reformulated Covered Products” shall be deemed to comply with
18 Proposition 65 without a consumer warning. “Reformulated Covered Products” are defined as
19 those Covered Products with DEA concentrations of less than or equal to six-tenths of one percent
20 (0.6%) in the triethanolamine (“TEA”) ingredient in the Covered Products

21 **2.2.2** For Covered Products manufactured by NATTURA
22 LABORATORIOS S.A. DE C.V., compliance with the 0.6% concentration standard will be based
23 on a certificate of analysis or analytical testing results: (a) provided by the TEA supplier for each
24 lot of TEA used to manufacture the Covered Products; or (b) obtained by this Defendant for each
25 such lot of TEA.

26 **2.2.3** For Covered Products distributed by HENKEL CAPITAL S.A. de
27 C.V., compliance with the 0.6% concentration standard will be based on a certificate of analysis or
28 analytical testing results: (a) provided by each of the manufacturers of Covered Products that this

1 defendant distributes once every six months; or (b) obtained by this Defendant for Covered
Products from each manufacturer once every six months.

2 **2.2.4** Defendants may, absent reasonable grounds to question the accuracy
3 of the certificate of analysis or analytical testing results, establish compliance with the DEA
4 concentration standard for Covered Products to be deemed Reformulated Covered Products by
5 relying in good faith on such certificates of analysis or analytical testing results, or on comparable
6 quantitative DEA content information. HENKEL CAPITAL S.A. DE C.V. and NATTURA
7 LABORATORIOS S.A. de C.V. shall retain certificates of analysis or analytical testing results for
8 three years after delivery of the TEA lot or Covered Products to which such documentation applies
9 and compliance documentation shall be made available within 30 days of a written request by
10 Plaintiff, who may make no more than two such requests annually.

11 **2.3 Preservation of Competitiveness**

12 The intent of this Section 2 is to protect the competitive interests of Defendants arising from
13 Shefa's claims and to ensure that by settling the allegations in the Notices of Violation and the
14 Complaint, Defendants are not disadvantaged with respect to their competitors. Specifically, the
15 Parties agree that, should any agreement or consent judgment be entered into by Shefa, the
16 California Office of Environmental Health Hazard Assessment, or the California Attorney
17 General's Office concerning products substantially similar to the Covered Products that contains
18 provisions that would materially affect the terms of this Consent Judgment in a manner which
19 would materially benefit Defendants if such provisions were incorporated into this Consent
20 Judgment, such benefits shall be deemed to accrue to Defendants, this Consent Judgment shall be
21 amended by a stipulation, and a new [proposed] order shall be submitted to the Court for approval, a
22 copy of which shall be provided to the Attorney General's office no later than five (5) business days
23 before submission to the Court, to provide Defendants the benefit of such agreement or consent
24 judgment. Further, should there be a court decision involving any other person or entity that
25 received a Proposition 65 60-Day Notice of Violation alleging that DEA is in products substantially
26 similar to the Covered Products and such decision is in whole or in part materially favorable to the
27 defendants in such action in a manner which would materially benefit Defendants if such materially
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1 favorable aspects of such decision were incorporated into this Consent Judgment, then that decision
2 shall be incorporated into this Consent Judgment by a stipulation and a new [proposed] order that
3 shall be submitted to the Court for approval, a copy of which shall be provided to the Attorney
4 General's Office not later than five (5) business days before submission to the Court.

4 **2.4 Warnings For Covered Products**

5 Defendants further agree, promise, and represent that, as of the Compliance Date, to the
6 extent they ship or sell Covered Products that do not meet the reformulation standards set forth
7 above in Section 2.2, Defendants will provide warnings that comply with Proposition 65 on such
8 Covered Products. The warnings shall be provided in a conspicuous and prominent manner such
9 that they will be likely to be read or seen by the consumer before or at the time of the sale or
10 purchase. The Parties agree that the warnings set forth below shall constitute compliance with
11 Proposition 65 with respect to any Covered Products that do not meet the reformulation standards:

12 (a) the text, **“WARNING: This product can expose you to chemicals,**
13 **including Diethanolamine, which is known to the State of California to cause cancer.**
14 **For more information go to www.P65Warnings.ca.gov.”** accompanied by and placed to
15 the right of a symbol consisting of a black exclamation point in a yellow equilateral triangle
16 with a bold black outline sized to be no smaller than the word, “WARNING” as provided by
17 regulations adopted on or about August 30, 2016; or

18 (b) the text, **“WARNING: Cancer - www.P65Warnings.ca.gov.”** accompanied
19 by and placed to the right of a symbol consisting of a black exclamation point in a yellow
20 equilateral triangle with a bold black outline sized to be no smaller than the word.

21 The triangular warning symbol specified in Section 3.3(a) and 3.3(b) shall be in yellow with
22 a black exclamation mark; *provided however*, the symbol may be printed in black and white if the
23 Covered Product label is not printed against a yellow background.

24 **2.5 Covered Products in the Stream of Commerce.**

25 Any Covered Products that have been distributed, shipped, or sold by Defendants before the
26 Compliance Date, shall not be subject to the requirements of Section 2.1, 2.2 or 2.4.
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1 **3. MONETARY SETTLEMENT TERMS**

2 **3.1 Payment from Defendants.** Within ten (10) business days of the Effective Date,
3 Defendants shall make the Total Settlement Payment of \$33,000.00.

4 **3.2 Allocation of Payments.** The Total Settlement Payment shall be paid in three (3)
5 separate checks made payable and allocated as follows:

6 **3.2.1 Civil Penalty.** Defendants shall pay \$3,000.00 as a civil penalty
7 pursuant to Health & Safety Code § 25249.7(b). The civil penalty shall be apportioned in
8 accordance with Health & Safety Code § 25249.12 (25% to Shefa and 75% to the State of
9 California’s Office of Environmental Health Hazard Assessment (“OEHHA”). Accordingly, the
10 OEHHA portion of the civil penalty payment in the amount of \$2,250.00 shall be made payable to
11 OEHHA and associated with taxpayer identification number 68-0284486. This payment shall be
12 delivered as follows:

13 Attn: Mike Gyurics
14 Fiscal Operations Branch Chief
15 Office of Environmental Health Hazard Assessment
16 P.O. Box 4010, MS #19B
17 Sacramento, CA 95812-4010

18 The Shefa portion of the civil penalty payment in the amount of \$750.00 shall be made
19 payable to Shefa LMV, Inc. and associated with taxpayer identification number 81-0907002.
20 This payment shall be delivered to the Law Office of Daniel N. Greenbaum, 7120 Hayvenhurst
21 Ave, Suite 320, Van Nuys, CA 91406.

22 **3.2.2 Attorney’s Fees and Costs.** A reimbursement of Shefa's attorney’s
23 fees and costs in the amount of \$30,000.00 payable to the “Law Office of Daniel N. Greenbaum,”
24 and associated with taxpayer identification number 46-4580172. This payment shall be delivered to
25 the Law Office of Daniel N. Greenbaum, 7120 Hayvenhurst Ave, Suite 320, Van Nuys, CA 91406.

26 **4. CLAIMS COVERED AND RELEASED**

27 **4.1 Public Release**

28 This Consent Judgment is a full, final, and binding resolution between Shefa on the one
hand and each Defendant on the other of any violation of Proposition 65 that was or could have

1 been asserted by Shefa, acting on behalf of itself and in a representative capacity in the public
2 interest under Health & Safety Code § 25249.7, against: (1) each Defendant, its parents,
3 subsidiaries, affiliated entities, manufacturers, suppliers, directors, officers, employees, attorneys,
4 and the predecessors, successors, or assigns of each of them (“Defendant Releasees”); (2) each
5 person or entity to whom each Defendant directly or indirectly exports, distributes or sells the
6 Covered Products, including, without limitation, importers, distributors, wholesalers, customers,
7 retailers, franchisees, cooperative members, and licensees, including but not limited to
8 Amazon.com, Kmart Corporation and Target, Inc. (“Downstream Releasees”); and (3) each person
9 or entity that manufactures or packages any Covered Products for any Defendant Releasee or
10 otherwise directly or indirectly sells or distributes any covered Products to any Defendant Releasee
11 (“Upstream Releasees”) based on failure to warn of alleged exposures to DEA from Covered
12 Products manufactured, sold, or distributed for sale in California by Defendants before the
13 Compliance Date. The release in this Section 4.1 applies to all Covered Products that Defendants
14 manufactured, distributed, or sold before the Compliance Date, regardless of the date any other
15 releasee distributes or sells the Covered Products.

16 Compliance with the terms of this Consent Judgment shall constitute compliance with
17 Proposition 65 by Defendants, Defendant Releasees, Downstream Releasees, and Upstream
18 Releasees with respect to DEA in Covered Products manufactured, sold, or distributed on and after
19 the Effective Date.

19 **4.2 Shefa’s Individual Release of Claims**

20 In further consideration of the promises and agreements herein contained, Shefa, on its own
21 behalf and on behalf of its past and current agents, representatives, attorneys, successors, and/or
22 assignees, hereby waives all rights to institute or participate in, directly or indirectly, any form of
23 legal action, and releases all claims that it may have against Defendants and Releasees, including,
24 without limitation, all actions and causes of action, suits, liabilities, demands, obligations, damages,
25 costs, fines, penalties, losses, or expenses, including, without limitation, investigation fees, expert
26 fees, and attorneys’ fees arising under Proposition 65 for unwarned exposures to DEA from
27 Covered Products manufactured, sold, or distributed for sale by Defendant prior to the Compliance
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1 Date. The releases in Section 4.2 are provided in Shefa's individual capacity and are not releases on
2 behalf of the public.

3 **4.3 Defendants' Release of Shefa**

4 Each defendant, on its own behalf and on behalf of its past and current agents,
5 representatives, attorneys, successors, and assignees, hereby waives any and all claims that it may
6 have against Shefa and its attorneys and other representatives, for any and all actions taken or
7 statements made by Shefa and its attorneys and other representatives in the course of investigating
8 the claims set forth in the Complaint or otherwise seeking to enforce Proposition 65 against it in this
9 matter.

10 **4.4 Release of Unknown Claims**

11 It is possible that other claims not known to the Parties arising out of the facts contained in
12 the Notice, or alleged in the Complaint, relating to the Covered Products, will hereafter be
13 discovered or developed. Shefa, on behalf of itself only, acknowledges that this Consent Judgment
14 is expressly intended to cover and include all such claims through and including the Compliance
15 Date, including all rights of action therefor. Shefa acknowledges that the claims released in
16 Sections 4.1 and 4.2 may include unknown claims, and nevertheless Shefa intends to release such
17 claims, and in doing so waives California Civil Code § 1542, which reads as follows:

18 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE**
19 **CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR**
20 **AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM**
21 **OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT**
22 **WITH THE DEBTOR.**

23 Shefa understands and acknowledges that the significance and consequence of this waiver of
24 California Civil Code § 1542 is that, even if Shefa suffers future damages arising out of or resulting
25 from, or related directly or indirectly to, in whole or in part, the Covered Products, including but not
26 limited to any exposure to, or failure to warn with respect to exposure to, the Covered Products,
27 Shefa will not be able to make any claim for those damages against Defendants or any of the
28 releasees.

1 **5. COURT APPROVAL**

This Consent Judgment is not effective until it is approved and entered by the Court.

2 **6. GOVERNING LAW**

3 The terms of this Consent Judgment shall be governed by the laws of the State of California
4 and apply within the State of California. In the event that Proposition 65 is repealed or is otherwise
5 rendered inapplicable by reason of law generally, or as to the Covered Products, then any Defendant
6 may provide written notice to Shefa of any asserted change in the law, and with the exception of
7 Sections 3.1 and 3.2 above, have no further obligations pursuant to this Consent Judgment, with
8 respect to, and to the extent that, the Covered Products are so affected. None of the terms of this
9 Consent Judgment shall have any application to Covered Products sold outside of the State of
10 California.

11 **7. NOTICE**

12 Unless specified herein, all correspondence and notices required to be provided pursuant to
13 this Consent Judgment shall be in writing and sent by email, or by any of the following service
14 methods: (i) personal delivery; (ii) first-class, registered or certified mail, return receipt requested;
15 or (iii) a recognized overnight courier to any Party by another Party at the following addresses:

16 To Defendants:

17 James A. Geocarlis, Esq.
18 Lewis Brisbois Bisgaard & Smith
19 650 Town Center Drive, Suite 1400
Costa Mesa, CA 92626

To Shefa:

Daniel N. Greenbaum
Law Office of Daniel N. Greenbaum
7120 Hayvenhurst Ave., Suite 320
Van Nuys, CA 91406

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

22 **8. COUNTERPARTS; FACSIMILE AND PDF SIGNATURES**

23 This Consent Judgment may be executed in counterparts, and by facsimile or portable
24 document format (PDF) signature, each of which shall be deemed an original, and all of which,
25 when taken together, shall constitute one and the same document.
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1 **9. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(f)**

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

4 **10. POST EXECUTION ACTIVITIES**

5 The Parties acknowledge that, pursuant to California Health & Safety Code § 25249.7(f),
6 Shefa is obligated to file a noticed motion to obtain judicial approval of this Consent Judgment.
7 Upon the Parties' execution of this Consent Judgment, Shefa promptly shall proceed to submit this
8 Consent Judgment to the Court with a motion seeking Court approval.

9 **11. MODIFICATION**

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

13 **12. DISPUTE RESOLUTION**

14 If Shefa or any Defendant determines at a future date that a violation of this Consent
15 Judgment has occurred, that Party shall provide notice to every other Party. Before bringing any
16 action to enforce any requirement of this Consent Judgment, the Party alleging a violation of this
17 Consent Judgment shall provide each other Party with written notice of the grounds for such
18 allegation together with all supporting information as well as a complete demand for the relief
19 sought. The Parties shall then meet and confer regarding the basis for the alleged violation to
20 resolve the matter informally, including providing the Party alleged to be in violation with a
21 reasonable opportunity of at least thirty (30) days to cure any alleged violation. Should such
22 attempt at informal resolution fail, the Party alleging a violation may file its lawsuit seeking the
23 proposed relief.

24 **13. TERMINATION**

25 This Consent Judgment shall terminate in the event that any of the following occurs: a) the
26 Office of Environmental Health Hazard Assessment, or any successor agency, issues a decision
27 removing DEA from Proposition 65's List of Chemicals Known to the State of California to Cause
28 Cancer or Reproductive Toxicity (the "Proposition 65 List"); b) a court of competent jurisdiction

1 issues an order removing DEA from the Proposition 65 List, and that order becomes final and non-
appealable; or c) the Proposition 65 statute is repealed.

2 **14. AUTHORIZATION**


3 The undersigned are authorized to execute this Consent Judgment on behalf of their
4 respective Party and have read, understood, and agree to all the terms and conditions of this Consent
5 Judgment.

7 AGREED TO:

7 AGREED TO:

9 Date: 12/26/2019

9 Date: December 9th, 2019.

11
12 By: 
13 SHEFA LMV, INC.

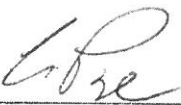
11
12 By:  NANCY HENOZ
BAHENA
13 HENKEL CAPITAL S.A. DE C.V. ;

15 AGREED TO:

15 AGREED TO:

17 Date: December 3rd, 2019

17 Date: December 9th, 2019.

19
20 By: 
21 MEXILINK, INC.

19
20 By:  NANCY HENOZ
BAHENA
21 NATTURA LABORATORIOS S.A.
22 DE C.V.

1 **[PROPOSED] JUDGMENT**

2 On _____, 2019 at _____ am/pm, Plaintiff Shefa LMV Inc.'s ("Plaintiff") Motion for Court
3 Approval of Settlement Agreement and Entry of Consent Judgment as to Defendants HENKEL
4 CAPITAL S.A. de C.V.; MEXILINK, INC.; and NATTURA LABORATORIOS S.A. DE C.V.;
5 came for hearing before this Court in Department 71, the Honorable Monica Bachner presiding.
6 Counsel for Plaintiff did [not] appear; counsel for Defendants did [not] appear.

7 After full consideration of the points and authorities and related pleadings submitted, the Court
8 GRANTS Plaintiff's Motion pursuant to and in accordance with Health & Safety Code
9 §25249.7(f)(4). The Court reviewed the above Settlement Agreement and makes the following
10 findings pursuant to Health & Safety Code § 25249.7(f)(4):

- 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 reasonable.

16 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

17
18
19
20 _____
21 Date

_____ Judge of the Superior Court