

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

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

FORM JUS 1501  
(03-01)

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

**REPORT OF SETTLEMENT**

*Please print or type required information*

☐ Original Filing    ☐ Supplemental Filing    ☐ Corrected Filing

<b>PARTIES TO THE ACTION</b>	PLAINTIFF(S)				
	DEFENDANT(S) INVOLVED IN SETTLEMENT				
<b>CASE INFO</b>	COURT DOCKET NUMBER			COURT NAME	
	SHORT CASE NAME				
<b>REPORT INFO</b>	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 /    /
	<b>COPY OF SETTLEMENT MUST BE ATTACHED</b>				For Internal Use Only
<b>FILER INFO</b>	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. INTRODUCTION

### 1.1 Parties

This consent judgment (“**Consent Judgment**”) is entered into by and between plaintiff Shefa LMV, Inc. (“**Shefa**” or “**Plaintiff**”) and Argento SC By Sicura, Inc. (“**Defendant**,” with Shefa and **Defendant** individually referred to as a “**Party**” and collectively as the “**Parties.**”)

### 1.2 Plaintiff

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

### 1.3 Settling Defendant

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

### 1.4 Products Covered

The products covered by this Consent Judgment are plastic handheld tool products, examples of which include but are not limited to screwdrivers, pliers, t-handles, drive spinner handles, tire pressure gauges, and battery jumper cables that are included in the Firestone Emergency Roadside Kit [ROSS SQ# D1Q65 C7130], that are manufactured, sold, or distributed for sale in California by Defendant that contain Di-[2-Ethylhexyl] Phthalate (“**DEHP**”) (collectively, the “**Covered Products**”).

### 1.5 General Allegations

Shefa alleges that Defendant manufactures, imports, sells, or distributes, for sale in the state of California, the Covered Products without first providing a clear and reasonable warning required by Proposition 65. DEHP (CAS # 68515-48-0) is a chemical listed under Proposition 65 as a chemical known to the state to cause cancer or reproductive toxicity.

### 1.6 Notice of Violation

On April 12, 2018, Shefa served Defendant and the requisite public enforcement agencies

1 with a 60-Day Notice of Violation (the “**Notice**”) alleging that Defendant violated Proposition 65  
2 when it failed to warn its customers and consumers in California that the Covered Products expose  
3 users to DEHP. To the best of the Parties’ knowledge, no public enforcer has commenced and is  
4 diligently prosecuting the allegations set forth in the Notice.

### 5 **1.7 Complaint**

6 On March 26, 2019, Shefa filed the instant complaint in the Superior Court in and for the  
7 County of Los Angeles against Defendant and DOES 1-100, alleging violations of California  
8 Health & Safety Code § 25249.6, based on exposures to DEHP contained in the Covered Products  
9 sold in the State of California (the “**Complaint**”).

### 10 **1.8 No Admission**

11 Defendant denies the material, factual, and legal allegations contained in the Notice and  
12 Complaint and maintains that all the products it has manufactured, sold, or distributed for sale in  
13 California, including the Covered Products, have been, and are, in compliance with all laws.  
14 Nothing in this Consent Judgment shall be construed as an admission by Defendant of any fact,  
15 finding, conclusion of law, issue of law, or violation of law; nor shall compliance with this Consent  
16 Judgment constitute or be construed as an admission by Defendant of any fact, finding, conclusion  
17 of law, issue of law, or violation of law, the same being specifically denied by Defendant. This  
18 section shall not, however, diminish or otherwise affect Defendant’s obligations, responsibilities,  
19 and duties under this Consent Judgment. Notwithstanding the allegations in the Notice, Defendant  
20 maintains that it has not knowingly manufactured, or caused to be manufactured, the Products for  
21 sale in California in violation of Proposition 65.

### 22 **1.9 Consent to Jurisdiction**

23 For purposes of this Consent Judgment only, the Parties stipulate that this Court has  
24 jurisdiction over Defendant as to the allegations in the Complaint, that venue is proper in the  
25 County of Los Angeles, the Defendant agrees that they employs or have employed ten or more  
26 persons during time periods relevant to the Complaint and that this Court has jurisdiction over the  
27 Parties to enter and enforce the provisions of this Consent Judgment pursuant to Proposition 65.  
28

1           **1.10       Effective Date**

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.

4           **2.       INJUNCTIVE RELIEF: COMPLIANT PRODUCTS AND WARNINGS**

5           **2.1       Reformulation Standards**

6           As of the Effective Date, Defendant shall not manufacture for sale in California any Covered  
7           Products unless such Covered Products contain DEHP in concentrations less than or equal to 1000  
8           parts per million (“ppm”) when analyzed pursuant to U.S. Environmental Protection Agency testing  
9           methodologies 3580A and 8270C or any other scientifically reliable methodology for determining  
10          the concentration of DEHP in the Covered Products.

11          **2.2       Warning Standards**

12          Defendant agrees, promises, and represents that, as of the Effective Date, to the extent they  
13          ship or sell Covered Products that do not meet the reformulation standards set forth above in  
14          Section 2.1, Defendant will provide warnings on such Covered Products that comply with  
15          Proposition 65. The warnings shall be provided in a conspicuous and prominent manner such that  
16          they will be likely to be read or seen by the consumer prior to or at the time of the sale or purchase.  
17          The Parties agree that the warning set forth below shall constitute compliance with Proposition 65  
18          with respect to any Covered Products that are not reformulated:

19               (a)       the text, “**WARNING This product can expose you to chemicals, including**  
20                       **DEHP, which is known to the State of California to cause birth defects or other**  
21                       **reproductive harm. For more information go to [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).**”

22                       accompanied by and placed to the right of a symbol consisting of a black exclamation  
23                       point in a yellow equilateral triangle with a bold black outline sized to be no smaller than  
24                       the word, “WARNING” as provided by regulations adopted on or about August 30, 2016;  
25                       or  
26                       

27                       (b)       the text, “**WARNING Cancer and Reproductive Harm -**  
28

1 **www.P65Warnings.ca.gov.”** accompanied by and placed to the right of a symbol  
2 consisting of a black exclamation point in a yellow equilateral triangle with a bold black  
3 outline sized to be no smaller than the word, “WARNING” as provided by regulations  
4 adopted on or about August 30, 2016.

5  
6 The triangular warning symbol specified in Section 2.2(a) and 2.2(b) shall be in yellow with a  
7 black exclamation mark; *provided however*, the symbol may be printed in black and white if the  
8 Covered Product label is not printed against a yellow background.

9 **2.3 Covered Products in the Stream of Commerce.**

10 Any Covered Products that have been distributed, shipped, or sold by Defendant prior to the  
11 Effective Date, shall not be subject to the requirements of Section 2.1 or 2.2.

12 **3. MONETARY SETTLEMENT TERMS**

13 **3.1 Payment from Defendant.** Within ten (10) business days of the Effective Date,  
14 Defendant shall make the Total Settlement Payment of **\$17,250.00**.

15 **3.2 Allocation of Payments.** The Total Settlement Payment shall be paid in three (3)  
16 separate checks made payable and allocated as follows:

17 **3.2.1 Civil Penalty.** Defendant shall pay **\$2,000.00** as a civil penalty  
18 pursuant to Health & Safety Code § 25249.7(b). The civil penalty shall be apportioned in  
19 accordance with Health & Safety Code § 25249.12 (25% to Shefa and 75% to the State of  
20 California’s Office of Environmental Health Hazard Assessment (“OEHHA”)). Accordingly, the  
21 OEHHA portion of the civil penalty payment in the amount of **\$1,500.00** shall be made payable to  
22 OEHHA and associated with taxpayer identification number 68-0284486. This payment shall be  
23 delivered as follows:

24 For United States Postal Service Delivery:

25 Attn: Mike Gyurics  
26 Fiscal Operations Branch Chief  
27 Office of Environmental Health Hazard Assessment  
28 P.O. Box 4010, MS #19B  
Sacramento, CA 95812-4010

1  
2                   For Non-United States Postal Service Delivery:

3                   Attn: Mike Gyurics  
4                   Fiscal Operations Branch Chief  
5                   Office of Environmental Health Hazard Assessment  
6                   1001 I Street, MS #19B  
7                   Sacramento, CA 95814

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

12                  **3.2.2           Attorney's Fees and Costs.** A reimbursement of Shefa's attorney's  
13                  fees and costs in the amount of **\$15,250.00** payable to the "Law Office of Daniel N. Greenbaum,"  
14                  and associated with taxpayer identification number 46-4580172. This payment shall be delivered to  
15                  the Law Office of Daniel N. Greenbaum, 7120 Hayvenhurst Ave, Suite 320, Van Nuys, CA 91406.

16                  **4.           CLAIMS COVERED AND RELEASED**

17                  **4.1           Public Release**

18                  This Consent Judgment is a full, final, and binding resolution between Shefa and Defendant  
19                  of any violation of Proposition 65 that was or could have been asserted by Shefa, acting on behalf of  
20                  itself and in a representative capacity in the public interest under Health & Safety Code § 25249.7,  
21                  against Defendant, its parents, subsidiaries, affiliated entities, manufacturers, suppliers, directors,  
22                  officers, employees, attorneys, and the predecessors, successors, or assigns of each of them, and  
23                  each entity to whom Defendant directly or indirectly exports, distributes or sells the Covered  
24                  Products, including, without limitation, distributors, wholesalers, customers, retailers, franchisees,  
25                  cooperative members, and licensees, including but not limited to Ross Stores, Inc., ("**Releasees**"),  
26                  based on failure to warn of alleged exposures to DEHP from Covered Products manufactured, sold,  
27                  or distributed for sale in California by Defendant prior to the Effective Date. The release in this  
28                  Section 4.1 applies to all Covered Products that Defendant manufactured, distributed, or sold prior  
29                  to the Effective Date, regardless of the date any other Releasee distributes or sells the Covered

1 Products.

2 Compliance with the terms of this Consent Judgment shall constitute compliance with  
3 Proposition 65 by Defendant and the Releasees with respect to DEHP in Covered Products  
4 manufactured, sold, or distributed on and after the Effective Date.

5 **4.2 Shefa's Individual Release of Claims**

6 In further consideration of the promises and agreements herein contained, Shefa, on its own  
7 behalf and on behalf of its past and current agents, representatives, attorneys, successors, and/or  
8 assignees, hereby waives all rights to institute or participate in, directly or indirectly, any form of  
9 legal action, and releases all claims that it may have against Defendant and Releasees, including,  
10 without limitation, all actions and causes of action, suits, liabilities, demands, obligations, damages,  
11 costs, fines, penalties, losses, or expenses, including, without limitation, investigation fees, expert  
12 fees, and attorneys' fees arising under Proposition 65 for unwarned exposures to DEHP from  
13 Covered Products manufactured, sold, or distributed for sale by Defendant prior to the Effective  
14 Date. The releases in Section 4.2 are provided in Shefa's individual capacity and are not releases on  
15 behalf of the public.

16 **4.3 Defendant's Release of Shefa**

17 Defendant, on its own behalf and on behalf of its past and current agents, representatives,  
18 attorneys, successors, and assignees, hereby waives any and all claims that it may have against  
19 Shefa and its attorneys and other representatives, for any and all actions taken or statements made  
20 by Shefa and its attorneys and other representatives in the course of investigating the claims set  
21 forth in the Complaint or otherwise seeking to enforce Proposition 65 against it in this matter.

22 **4.4 Release of Unknown Claims**

23 It is possible that other claims not known to the Parties arising out of the facts contained in  
24 the Notice, or alleged in the Complaint, relating to the Covered Products, will hereafter be  
25 discovered or developed. Shefa, on behalf of itself only, acknowledges that this Consent Judgment  
26 is expressly intended to cover and include all such claims through and including the Effective Date,  
27 including all rights of action therefor. Shefa acknowledges that the claims released in Sections 4.1  
28



1 and 4.2 may include unknown claims, and nevertheless Shefa intends to release such claims, and in  
2 doing so waives California Civil Code § 1542, which reads as follows:

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

8 Shefa understands and acknowledges that the significance and consequence of this waiver of  
9 California Civil Code § 1542 is that, even if Shefa suffers future damages arising out of or resulting  
10 from, or related directly or indirectly to, in whole or in part, the Covered Products, including but not  
11 limited to any exposure to, or failure to warn with respect to exposure to, the Covered Products,  
12 Shefa will not be able to make any claim for those damages against Defendant or any of the  
13 Releasees.

#### 14 **5. COURT APPROVAL**

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

#### 16 **6. GOVERNING LAW**

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

#### 25 **7. NOTICE**

26 Unless specified herein, all correspondence and notices required to be provided pursuant to  
27 this Consent Judgment shall be in writing and sent by: (i) personal delivery; (ii) first-class,  
28 registered or certified mail, return receipt requested; or (iii) a recognized overnight courier on any

Party by the other at the following addresses:

To Defendant:

REED SMITH LLP  
Todd O. Maiden, Esq.  
101 Second Street, Suite 1800  
San Francisco, CA 94105

To Shefa:

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

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

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

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

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

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

#### **10. POST EXECUTION ACTIVITIES**

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

#### **11. MODIFICATION**

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

#### **12. DISPUTE RESOLUTION**

If Shefa determines at a future date that a violation of this Consent Judgment has occurred, Shefa shall provide notice to Defendant. Prior to bringing any action to enforce any requirement of

1 this Consent Judgment, the party alleging a violation of this Consent Judgment shall provide the  
2 other party with written notice of the grounds for such allegation together with all supporting  
3 information as well as a complete demand for the relief sought. The Parties shall then meet and  
4 confer regarding the basis for the allegation to resolve the matter informally, including providing  
5 the party alleged to be in violation with a reasonable opportunity of at least thirty (30) days to cure  
6 any alleged violation. Should such attempt at informal resolution fail, the party alleging a violation  
7 may file its lawsuit seeking the proposed relief.

8 **13. AUTHORIZATION**


9 The undersigned are authorized to execute this Consent Judgment on behalf of their  
10 respective Parties and have read, understood, and agree to all of the terms and conditions of this  
11 Consent Judgment.

12  
13 AGREED TO:

AGREED TO:

14  
15 Date: 10/8/2019

Date: 10/8/2019

16  
17 By:   
18  
19 SHEFA LMV, INC.

By:   
20  
21 DEFENDANT

22  
23 ARGENTO SC BY SICURA, INC.;

**[PROPOSED] JUDGMENT**

Please note that on \_\_\_\_\_, 2019 at \_\_\_\_\_ am/pm, Plaintiff Shefa LMV Inc.'s ("Plaintiff") Motion for Court Approval of Settlement Agreement and Entry of Consent Judgment as to Defendant Argento SC By Sicura, Inc.; came for hearing before this Court in Department 32, the Honorable Daniel S. Murphy presiding. Counsel for Plaintiff did [not] appear; counsel for Defendant did [not] appear.

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Judge of the Superior Court