

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 Lifeworks Technology Group LLC				
CASE INFO	COURT DOCKET NUMBER 20STCV10389		COURT NAME SUPERIOR COURT OF CA, Los Angeles Co		
	SHORT CASE NAME Shefa LMV, Inc. v. Lifeworks Technology Group LLC				
REPORT INFO	INJUNCTIVE RELIEF COMPLIANT PRODUCTS AND WARNINGS				
	PAYMENT: CIVIL PENALTY \$2,000.00		PAYMENT: ATTORNEYS FEES \$16,000.00	PAYMENT: OTHER \$0.00	
	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 3 / 15 / 2020	For Internal Use Only
	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
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3 7120 Hayvenhurst Avenue, Suite 320
Van Nuys, CA 91406
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6 Attorney for Plaintiff SHEFA LMV, INC.
7

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 COUNTY OF LOS ANGELES

10 SHEFA LMV, INC.,

11)
12 Plaintiff,

13 vs.

14 LIFEWORCS TECHNOLOGY GROUP, LLC,

15 Defendant.
16)
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Case No. 20STCV10389

**[PROPOSED] CONSENT JUDGMENT
AS TO LIFEWORCS TECHNOLOGY
GROUP, LLC**

Action Filed: March 16, 2020

1 **1. INTRODUCTION**

2 **1.1 Parties**

3 This consent judgment (“**Consent Judgment**”) is entered into by and between plaintiff
4 Shefa LMV, Inc. (“**Shefa**” or “**Plaintiff**”) and Lifeworks Technology Group, LLC (“**Defendant,**”
5 with Shefa and **Defendant** individually referred to as a “**Party**” and collectively as the “**Parties.**”)

6 **1.2 Plaintiff**

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

10 **1.3 Settling Defendant**

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

14 **1.4 Products Covered**

15 The products covered by this Consent Judgment are ethernet cable products, including, but
16 not limited to, Model 1H-CT802B iHome 25-Ft Ethernet Cable; UPC812350147737, that are
17 manufactured, sold, or distributed for sale in California by Defendant that contain Di-[2-Ethylhexyl]
18 Phthalate (“**DEHP**”) (collectively, the “**Covered Products**”).

19 **1.5 General Allegations**

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

24 **1.6 Notice of Violation**

25 On February 1, 2019, Shefa served Defendant and the requisite public enforcement agencies
26 with a 60-Day Notice of Violation (the “**Notice**”) alleging that Defendant violated Proposition 65
27 when it failed to warn its customers and consumers in California that the Covered Products expose
28

1 users to DEHP. To the best of the Parties' knowledge, no public enforcer has commenced and is
2 diligently prosecuting the allegations set forth in the Notice.

3 **1.7 Complaint**

4 On March 15, 2020, Shefa filed the instant complaint in the Superior Court in and for the
5 County of Los Angeles against Defendant and DOES 1-100, alleging violations of California
6 Health & Safety Code § 25249.6, based on exposures to DEHP contained in the Covered Products
7 sold in the State of California (the "**Complaint**").

8 **1.8 No Admission**

9 Defendant denies the material, factual, and legal allegations contained in the Notice and
10 Complaint, as well as any liability for any amounts including civil penalties, and maintains that all
11 the Covered Products it has manufactured, sold, or distributed for sale in California have been, and
12 are, in compliance with all laws. Nothing in this Consent Judgment shall be construed as an
13 admission by Defendant of any fact, finding, conclusion of law, issue of law, or violation of law;
14 nor shall compliance with this Consent Judgment constitute or be construed as an admission by
15 Defendant of any fact, finding, conclusion of law, issue of law, or violation of law, the same each
16 being specifically denied by Defendant. This section shall not, however, diminish or otherwise
17 affect Defendant's obligations, responsibilities, and duties under this Consent Judgment.

18 **1.9 Consent to Jurisdiction**

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

24 **1.10 Effective Date**

25 For purposes of this Consent Judgment, the term "**Effective Date**" shall mean the date the
26 Consent Judgment is approved and entered by the Court.

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

2 **2.1 Reformulation Standards**

3 As of the Effective Date, Defendant shall not manufacture any Covered Products for sale in the state
4 of California unless such Covered Products contain DEHP in concentrations less than or equal to
5 1000 parts per million (“ppm”) when analyzed pursuant to U.S. Environmental Protection Agency
6 testing methodologies 3580A and 8270C or any other scientifically reliable methodology for
7 determining the concentration of DEHP in the Covered Products.

8 **2.2 Warning Standards**

9 As of the Effective Date, to the extent it imports, distributes, ships or sells any Covered
10 Products in the State of California that do not meet the reformulation standards set forth above in
11 Section 2.1, Defendant will provide warnings on such Covered Products that comply with
12 Proposition 65. The warnings shall be provided in a conspicuous and prominent manner such that
13 they will be likely to be read or seen by the consumer prior to or at the time of the sale or purchase.
14 The warning set forth below shall constitute compliance with Proposition 65 with respect to any
15 Covered Products that are not reformulated:

16 (a) the text, **“WARNING This product can expose you to chemicals, including**
17 **DEHP, which is known to the State of California to cause cancer, birth defects or other**
18 **reproductive harm. For more information go to www.P65Warnings.ca.gov.”**

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

22 (b) the text, **“WARNING Cancer and Reproductive Harm -**
23 **www.P65Warnings.ca.gov.”** accompanied by and placed to the right of a symbol consisting
24 of a black exclamation point in a yellow equilateral triangle with a bold black outline sized
25 to be no smaller than the word, “WARNING” as provided by regulations adopted on or
26 about August 30, 2016.
27
28

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

4 **2.3 Covered Products in the Stream of Commerce.**

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

7 **3. MONETARY SETTLEMENT TERMS**

8 **3.1 Payment from Defendant.** Starting on the Effective Date, Defendant shall make
9 Payment as specified in 3.2.4 and 3.2.5 in the aggregate amount of **\$18,000.00**.

10 **3.2 Allocation of Payments.** The Total Settlement Payment shall be paid in eight (8)
11 separate checks made payable and allocated as follows:

12 **3.2.1 Civil Penalty.** Defendant shall pay \$2,000.00 as a civil penalty
13 pursuant to Health & Safety Code § 25249.7(b). The civil penalty shall be apportioned in
14 accordance with Health & Safety Code § 25249.12 (25% to Shefa and 75% to the State of
15 California’s Office of Environmental Health Hazard Assessment (“OEHHA”). Accordingly, the
16 OEHHA portion of the civil penalty payment in the amount of \$1,500.00 shall be made payable to
17 OEHHA and associated with taxpayer identification number 68-0284486. This payment shall be
18 delivered as follows:

19 For United States Postal Service Delivery:

20 Attn: Mike Gyurics
21 Fiscal Operations Branch Chief
22 Office of Environmental Health Hazard Assessment
23 P.O. Box 4010, MS #19B
24 Sacramento, CA 95812-4010

1 **3.2.5.2** Thirty (30) after the previous payment, Defendant shall
2 pay \$3,000.00 as partial payment for attorneys’ fees and costs by check made out to “The Law
3 Office of Daniel N. Greenbaum.”

4 **3.2.5.3** Thirty (30) after the previous payment, Defendant shall
5 pay \$3,000.00 as partial payment for attorneys’ fees and costs by check made out to “The Law
6 Office of Daniel N. Greenbaum.”

7 **3.2.5.4** Thirty (30) after the previous payment, Defendant shall
8 pay \$3,000.00 as partial payment for attorneys’ fees and costs by check made out to “The Law
9 Office of Daniel N. Greenbaum.”

10 **3.2.5.5** Thirty (30) after the previous payment, Defendant shall
11 pay \$3,000.00 as partial payment for attorneys’ fees and costs by check made out to “The Law
12 Office of Daniel N. Greenbaum.”

13 **3.2.5.6** Thirty (30) after the previous payment, Defendant shall
14 pay \$3,000.00 as partial payment for attorneys’ fees and costs by check made out to “The Law
15 Office of Daniel N. Greenbaum.”

16 **3.2.5.7** All payments due from Defendant pursuant to this
17 Paragraph 3.2.5 and its subparagraphs shall be sent via US Postal Delivery Service to the Law
18 Office of Daniel M. Greenbaum, The Hathaway Building 7120 Hayvenhurst Avenue, Suite 320 Van
19 Nuys, CA 91406.

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21
22
23 **4. CLAIMS COVERED AND RELEASED**

24 **4.1 Public Release**

25 This Consent Judgment is a full, final, and binding resolution between Shefa and Defendant
26 of any violation of Proposition 65 that was or could have been asserted by Shefa, acting on behalf of
27 itself and in a representative capacity in the public interest under Health & Safety Code § 25249.7,
28

1 against Defendant, its parents, subsidiaries, affiliated entities, manufacturers, suppliers, directors,
2 officers, employees, attorneys, and the predecessors, successors, or assigns of each of them
3 (collectively the “**Lifeworks Releasees**”), and each entity to whom Defendant directly or indirectly
4 exports, distributes or sells the Covered Products, including, without limitation, distributors,
5 wholesalers, customers, retailers, franchisees, cooperative members, and licensees, including but
6 not limited to Bed Bath & Beyond, Inc., (collectively the “**Downstream Releasees**”)(the Lifeworks
7 Releasees and the Downstream Releasees collectively the “**Releasees**”), based on failure to warn of
8 alleged exposures to DEHP from Covered Products manufactured, imported into, sold, or
9 distributed for sale in California by Defendant prior to the Effective Date, and including but not
10 limited to any Covered Products sold by any Downstream Releasee. The release in this Section 4.1
11 applies to all Covered Products that Defendant manufactured, imported, distributed, or sold prior to
12 the Effective Date, regardless of the date any Downstream Releasee distributes or sells the Covered
13 Products.

14 Compliance with the terms of this Consent Judgment shall constitute compliance with
15 Proposition 65 by Defendant and all Releasees with respect to the presence of or exposure to DEHP
16 in or from any sale or use of Covered Products manufactured, imported, sold, or distributed on and
17 after the Effective Date.

18 **4.2 Shefa’s Individual Release of Claims**

19 In further consideration of the promises and agreements in this Consent Judgment, Shefa, on
20 its own behalf and on behalf of its past and current agents, representatives, attorneys, successors,
21 and/or assignees, expressly and knowingly waives all rights to institute or participate in, directly or
22 indirectly, any form of legal action, and releases all claims that it may have against Defendant and
23 all Releasees, including, without limitation, all actions and causes of action, suits, liabilities,
24 demands, obligations, damages, costs, fines, penalties, losses, or expenses, including, without
25 limitation, investigation fees, expert fees, and attorneys’ fees arising under Proposition 65 for
26 unwarned exposures to DEHP from Covered Products manufactured, sold, or distributed for sale by
27 Defendant prior to the Effective Date. The releases in Section 4.2 are provided in Shefa’s individual
28

1 capacity and are not releases on behalf of the public.

2 **4.3 Defendant's Release of Shefa**

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

8 **4.4 Release of Unknown Claims**

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

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

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

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

2 This Consent Judgment may be executed in counterparts, each of which shall be deemed an
3 original, and all of which, when taken together, shall constitute one and the same document. The
4 Parties may sign this Consent Judgment either by personal signatures (which may be exchanged
5 electronically in PDF format) or by electronic or digital signatures, and the parties consent to the
6 use of such electronic or digital signatures as fully binding, including as provided in the California
7 Uniform Electronic Transactions Act, Civil Code Section 1633.1 *et seq.* and/or the federal E-SIGN
8 Act.

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

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

12 **10. POST EXECUTION ACTIVITIES**

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

17 **11. MODIFICATION**

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

21 **12. DISPUTE RESOLUTION**

22 If Shefa determines at a future date that a violation of this Consent Judgment has occurred,
23 Shefa shall provide notice to Defendant. Prior to bringing any action to enforce any requirement of
24 this Consent Judgment, the Party alleging a violation of this Consent Judgment shall provide the
25 other Party with written notice of the grounds for such allegation together with all supporting
26 information as well as a complete demand for the relief sought. The Parties shall then meet and
27 confer regarding the basis for the allegation to resolve the matter informally, including providing
28

1 the Party alleged to be in violation with a reasonable opportunity of at least thirty (30) days to cure
2 any alleged violation. Should such attempt at informal resolution fail, the Party alleging a violation
3 may file its lawsuit seeking the proposed relief.

4 **13. AUTHORIZATION**


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

8 AGREED TO:

8 AGREED TO:

9
10 Date: 03/15/2021

10 Date: March 15, 2021

11
12
13 By:  _____
14 SHEFA LMV, INC.

12
13 By:  _____ Max Namer
14 LIFEWORKS TECHNOLOGY GROUP, LLC.

1 **[PROPOSED] JUDGMENT**

2 Please note that on _____, 2021 at 8:30am, Plaintiff Shefa LMV Inc.'s ("Plaintiff") Motion
3 for Court Approval of Settlement Agreement and Entry of Consent Judgment as to Defendant Lifeworks
4 Technology Group, LLC came for hearing before this Court in Department 56, the Honorable Holly J.
5 Fujie presiding. Counsel for Plaintiff did [not] appear; counsel for Defendant did [not] appear.

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

- 10 a. The injunctive relief required by the Settlement Agreement complies with Health &
11 Safety Code § 25249.7;
- 12 b. The reimbursement of fees and costs to be paid pursuant to the Settlement Agreement
13 is reasonable under California law; and
- 14 c. The civil penalty amount to be paid pursuant to Settlement Agreement is reasonable.
15

16 The Consent Judgment is approved, and the clerk is directed to ENTER JUDGMENT in
17 accordance with the terms of the Consent Judgment above.

18
19 IT IS SO ORDERED, ADJUDGED AND DECREED:

20
21
22 _____
23 Date

22 _____
23 Judge of the Superior Court