

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 Odin Fashion, Inc.			
CASE INFO	COURT DOCKET NUMBER 20STCV20651		COURT NAME SUPERIOR COURT OF CA, Los Angeles Co	
	SHORT CASE NAME Shefa LMV, Inc. v. Elam's Hallmark, et al.			
REPORT INFO	INJUNCTIVE RELIEF COMPLIANT PRODUCTS AND WARNINGS			
	PAYMENT: CIVIL PENALTY \$1,000.00	PAYMENT: ATTORNEYS FEES \$12,000.00	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 4 / 18 / 2022	
	COPY OF SETTLEMENT MUST BE ATTACHED			
FILER INFO	NAME OF CONTACT Daniel N. Greenbaum			
	ORGANIZATION Law Office of Daniel Greenbaum		TELEPHONE NUMBER (818) 809-2199	
	ADDRESS 7120 Hayvenhurst Ave., Suite 320		FAX NUMBER (424) 243-7698	
	CITY Van Nuys	STATE 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)
 2 The Hathaway Building
 3 7120 Hayvenhurst Avenue, Suite 320
 Van Nuys, CA 91406
 4 Telephone: (818) 809-2199
 Facsimile: (424) 243-7689
 5 Email: dgreenbaum@greenbaumlawfirm.com

6 Attorney for Plaintiff SHEFA LMV, INC.
 7

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 COUNTY OF LOS ANGELES

10
 11 SHEFA LMV, INC.,) Case No. 20STCV20651
)
 12 Plaintiff,)

13 vs.)

14 ELAM'S HALLMARK; and DOES 1 through)
 100, Inclusive;)
 15 Defendant.)

16) **[PROPOSED] CONSENT JUDGMENT**
 17) **AS TO ODIN FASHION, INC.**
)

18) Action Filed: June 1, 2020
 19)
 20)
 21)
 22)
 23)
 24)
 25)
 26)
 27)
 28)

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 Odin Fashion, Inc. (“**Defendant**,” with Shefa and
5 **Defendant** individually referred to as a “**Party**” and collectively as the “**Parties.**”)

6 **1.2 Plaintiff**

7 Shefa is a public benefit, non-profit corporation that seeks to promote awareness of
8 exposures to toxic chemicals and to improve human health by reducing or eliminating hazardous
9 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 plastic purse bag products manufactured
16 by or for Defendant, imported by or for Defendant, or distributed or sold by or for Defendant,
17 including, but not limited to, Bags x Beauties Michelle Collection Clear and Sequin Clutches that
18 contain DEHP (hereinafter “**Clutches**”), a Rose Gold Coin Purses TicTok that contain DEHP
19 (hereinafter “**coin purse**”), and Iridescent Silver Fanny Packs that contain DINP (hereinafter
20 “**fanny packs**”) (collectively, the “**Covered Products**”) for sale within the State of California,
21 without first giving clear and reasonable warning.

22 **1.5 General Allegations**

23 Shefa alleges that Defendant manufactures, imports, sells, or distributes, for sale in the state
24 of California, the Covered Products without first providing a clear and reasonable warning required
25 by Proposition 65. DEHP (CAS # 68515-48-0) is a chemical listed under Proposition 65 as a
26 chemical known to the state to cause cancer or reproductive toxicity. DINP (CAS # 28553-12-0) is
27 a chemical listed under Proposition 65 as a chemical known to the state to cause cancer
28

1 **1.6 Notices of Violation**

2 On June 19, 2019, Shefa served Defendant’s retailer and the requisite public enforcement
3 agencies with Sixty Day Notices of Violation (the “**Notices**”) alleging that Defendant violated
4 Proposition 65 when it failed to warn its customers and consumers in California that the Clutches
5 expose users to DEHP and the fanny packs expose users to DINP. To the best of the Parties’
6 knowledge, no public enforcer has commenced and is diligently prosecuting the allegations set forth
7 in the Notices. After learning about the identity of Defendant Odin Fashion, Inc. from Elam’s
8 Hallmark, on January 19, 2021, Shefa served Defendant’s retailer and the requisite public
9 enforcement agencies with Sixty Day Notices of Violation (the “**Notices**”) alleging that Defendant
10 violated Proposition 65 when it failed to warn its customers and consumers in California that the
11 Clutches expose users to DEHP and the fanny packs expose users to DINP

12 **1.7 Complaint**

13 On June 1, 2020, Shefa filed the instant complaint in the Superior Court in and for the
14 County of Los Angeles against Defendant, alleging violations of California Health & Safety Code
15 § 25249.6, based on exposures to DEHP contained in the Clutches and DINP contained in the
16 Fanny packs sold in the State of California (the “**Complaint**”). After learning about the identity of
17 Defendant Odin Fashion, Inc. from Elam’s Hallmark, on October 5, 2021, Plaintiff filed a DOE
18 Amendment naming Defendant to the instant action.

19 **1.8 No Admission**

20 Defendant denies the material, factual, and legal allegations contained in the Notices and
21 Complaint and maintains that all the products it has manufactured, sold, or distributed for sale in
22 California, including the Covered Products, have been, and are, in compliance with all laws.
23 Nothing in this Consent Judgment shall be construed as an admission by Defendant of any fact,
24 finding, conclusion of law, issue of law, or violation of law; nor shall compliance with this Consent
25 Judgment constitute or be construed as an admission by Defendant of any fact, finding, conclusion
26 of law, issue of law, or violation of law, the same being specifically denied by Defendant. This
27 section shall not, however, diminish or otherwise affect Defendant’s obligations, responsibilities,
28

1 and duties under this Consent Judgment.

2 **1.9 Consent to Jurisdiction**

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

8 **1.10 Effective Date**

9 For purposes of this Consent Judgment, the term “**Effective Date**” shall mean the date the
10 Consent Judgment is approved and entered by the Court.

11
12 **2. INJUNCTIVE RELIEF: COMPLIANT PRODUCTS AND WARNINGS**

13 **2.1 Reformulation Standards**

14 As of the Effective Date, Defendant shall not manufacture for sale in California any
15 Clutches unless the Clutches contain DEHP in concentrations less than or equal to 1000 parts per
16 million (“ppm”) when analyzed pursuant to U.S. Environmental Protection Agency testing
17 methodologies 3580A and 8270C or any other scientifically reliable methodology for determining
18 the concentration of DEHP in the Clutches. Defendant also shall not manufacture for sale in
19 California any Fanny packs unless the Fanny packs contain DINP in concentrations less than or
20 equal to 1000 parts per million (“ppm”) when analyzed pursuant to U.S. Environmental Protection
21 Agency testing methodologies 3580A and 8270C or any other scientifically reliable methodology
22 for determining the concentration of DINP in the Fanny packs.

23 **2.2 Warning Standards**

24 Defendant agrees, promises, and represents that, as of the Effective Date, to the extent they
25 ship or sell Covered Products that do not meet the reformulation standards set forth above in
26 Section 2.1, Defendant will provide warnings on such Covered Products that comply with
27
28

1 Proposition 65. The warnings shall be provided in a conspicuous and prominent manner such that
2 they will be likely to be read or seen by the consumer prior to or at the time of the sale or purchase.

3 The Parties agree that the warning set forth below shall constitute compliance with
4 Proposition 65 with respect to any Covered Products that are not reformulated:

5 For Clutches,

6 a) the text, “**WARNING:** This product can expose you to chemicals including
7 Di(2-ethylhexyl)phthalate (DEHP), which is known to the State of California to cause
8 cancer and birth defects or other reproductive harm. For more information go to
9 www.P65Warnings.ca.gov.” accompanied by and placed to the right of a symbol consisting
10 of a black exclamation point in a yellow equilateral triangle with a bold black outline sized
11 to be no smaller than the word, “WARNING” as provided by regulations adopted on or
12 about August 30, 2016; or

13
14 (b) the text, “**WARNING:** Cancer and Reproductive Harm -
15 www.P65Warnings.ca.gov.” accompanied by and placed to the right of a symbol consisting
16 of a black exclamation point in a yellow equilateral triangle with a bold black outline sized
17 to be no smaller than the word, “WARNING” as provided by regulations adopted on or
18 about August 30, 2016.

19 For Fanny packs,

20
21 (c) the text, “**WARNING:** This product can expose you to chemicals including
22 Diisononyl Phthalates (DINP), which is known to the State of California to cause cancer.
23 For more information go to www.P65Warnings.ca.gov.” accompanied by and placed to the
24 right of a symbol consisting of a black exclamation point in a yellow equilateral triangle
25 with a bold black outline sized to be no smaller than the word, “WARNING” as provided by
26 regulations adopted on or about August 30, 2016; or

27
28 (d) the text, “**WARNING:** Cancer - www.P65Warnings.ca.gov.” accompanied

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

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

8 **2.3 Compliance with Warning Regulations.**

9 Defendant shall be deemed to be in compliance with this Consent Judgment by either
10 adhering to Section 2.2 of this Consent Judgment or by complying with warning requirements
11 adopted by the State of California’s Office of Environmental Health Hazard Assessment after the
12 Effective Date.

13 **2.4 Covered Products in the Stream of Commerce.**

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

16 **3. MONETARY SETTLEMENT TERMS**

17 **3.1 Payment from Defendant.** Within ten (10) business days of the Effective Date,
18 Defendant shall make the Total Settlement Payment of **\$13,000.00**.

19 **3.2 Allocation of Payments.** The Total Settlement Payment shall be paid in three (3)
20 separate checks made payable and allocated as follows:

21 **3.2.1 Civil Penalty.** Defendant shall pay \$1,000.00 as a civil penalty
22 pursuant to Health & Safety Code § 25249.7(b). The civil penalty shall be apportioned in
23 accordance with Health & Safety Code § 25249.12 (25% to Shefa and 75% to the State of
24 California’s Office of Environmental Health Hazard Assessment (“OEHHA”). Accordingly, the
25 OEHHA portion of the civil penalty payment in the amount of \$750.00 shall be made payable to
26 OEHHA and associated with taxpayer identification number 68-0284486. This payment shall be
27 delivered as follows:

28 For United States Postal Service Delivery:

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

For Non-United States Postal Service Delivery:

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

The Shefa portion of the civil penalty payment in the amount of \$250.00 shall be made payable to Shefa LMV, Inc. and associated with taxpayer identification number 81-0907002. This payment shall be delivered to the Law Office of Daniel N. Greenbaum, 7120 Hayvenhurst Ave, Suite 320, Van Nuys, CA 91406.

3.2.2 Attorney’s Fees and Costs. A reimbursement of Shefa's attorney’s fees and costs in the amount of \$12,000.00 payable to the “Law Office of Daniel N. Greenbaum,” and associated with taxpayer identification number 46-4580172. This payment shall be delivered to the Law Office of Daniel N. Greenbaum, 7120 Hayvenhurst Ave, Suite 320, Van Nuys, CA 91406.

4. CLAIMS COVERED AND RELEASED

4.1 Public Release

This Consent Judgment is a full, final, and binding resolution between Shefa and Defendant of any violation of Proposition 65 that was or could have been asserted by Shefa, acting on behalf of itself and in a representative capacity in the public interest under Health & Safety Code § 25249.7, against Defendant, its parents, subsidiaries, affiliated entities, manufacturers, suppliers, directors, officers, employees, attorneys, and the predecessors, successors, or assigns of each of them, and each entity to whom Defendant directly or indirectly exports, distributes or sells the Covered Products, including, without limitation, distributors, wholesalers, customers, retailers, franchisees, cooperative members, and licensees, including but not limited to Elam’s Hallmark (“**Releasees**”), based on failure to warn of alleged exposures to DEHP from Clutches and DINP from Fanny packs manufactured, sold, or distributed for sale in California by Defendant prior to the Effective Date.

1 The release in this Section 4.1 applies to all Covered Products that Defendant manufactured,
2 distributed, or sold prior to the Effective Date, regardless of the date any other Releasee distributes
3 or sells the Covered Products.

4 Compliance with the terms of this Consent Judgment shall constitute compliance with
5 Proposition 65 by Defendant and the Releasees with respect to DEHP in Clutches and DINP in
6 Fanny packs manufactured, sold, or distributed on and after the Effective Date.

7 **4.2 Shefa's Individual Release of Claims**

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

18 **4.3 Defendant's Release of Shefa**

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

24 **4.4 Release of Unknown Claims**

25 It is possible that other claims not known to the Parties arising out of the facts contained in
26 the Notices, or alleged in the Complaint, relating to the Covered Products, will hereafter be
27 discovered or developed. Shefa, on behalf of itself only, acknowledges that this Consent Judgment
28

1 is expressly intended to cover and include all such claims through and including the Effective Date,
2 including all rights of action therefor. Shefa acknowledges that the claims released in Sections 4.1
3 and 4.2 may include unknown claims, and nevertheless Shefa intends to release such claims, and in
4 doing so waives California Civil Code § 1542, which reads as follows:

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

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

16 **5. ENFORCEMENT**

17 **5.1** The terms of this Consent Judgment shall be enforced exclusively by the Parties
18 hereto. A Party may enforce any of the terms and conditions of this Consent Judgment only after
19 that Party first provides sixty (60) days' notice to the Party allegedly failing to comply with the
20 terms and conditions of this Consent Judgment and attempts to resolve such Party's failure to
21 comply in an open and good faith manner. The provisions of sections 5.2 through 5.3 shall be the
22 exclusive means of enforcing alleged violations of Section 2 of this Consent Judgment.

23 **5.2 Notice of Violation**

24 Prior to bringing any proceeding to enforce the terms of this Consent Judgment, Plaintiff
25 shall provide a written notice of violation ("NOV") to Defendant that includes information
26 sufficient for them to be able to understand and correct the violation, including but not limited to:
27 (a) the name of the product, (b) specific dates when the product was sold in California, (c) the store,
28 website, or other place at which the product was available for sale to consumers, and (d) any other
evidence or other support for the allegations in the notice, including all test data obtained by

1 Plaintiff regarding the Covered Product.

2 **5.3 Notice of Election Response**

3 Within 30 days of receiving an NOV, Defendant shall serve a Notice of Election (“NOE”)
4 either contesting or not contesting the NOV.

5 **5.3.1 Non-Contested NOV.** Plaintiffs shall take no further action
6 regarding the alleged violation against a Defendant that serves a NOE that elects not to contest the
7 NOV and meets one of the following conditions:

8 (a) The Covered Product was produced, distributed, shipped, or sold by Defendant for
9 sale in California before the Effective Date, or

10 (b) Since receiving the NOV the Defendant has taken corrective action by either (i)
11 taking all steps necessary to bring the sale of the product into compliance under the terms of this
12 Consent Judgment, or (ii) requesting that its customers in California remove the Covered Products
13 identified in the NOV from sale in California and destroy or return the Covered Products to
14 Defendant, or (iii) refute the information provided in Section 5.2.

15 **5.3.2 Contested NOV.** If a Defendant serves a NOE electing to contest the
16 NOV, the provisions of this Section 5.3.2 shall apply.

17 (a) Defendant may request that the sample(s) of Covered Products tested by Plaintiff be
18 subject to confirmatory testing at an EPA or California-accredited laboratory.

19 (b) If the confirmatory testing establishes that the Covered Products do not contain
20 DEHP or DINP, as applicable, in excess of the levels allowed in Section 2.1, above, Plaintiff shall
21 take no further action regarding the alleged violation. If the testing does not establish compliance
22 with Section 2.1, above, Defendant may withdraw its NOE to contest the violation and may serve a
23 new NOE pursuant to Section 5.3.1.

24 (c) If Defendant does not withdraw an NOE to contest the NOV or take action under
25 Section 5.3.1, above, the Parties shall meet and confer for a period of no less than 30 days before
26 Plaintiff may take action seeking to enforce the terms of this Consent Judgment.

1 **5.4** In any proceeding brought by either Party to enforce this Consent Judgment, the
2 prevailing party shall be entitled to recover its reasonable attorney’s fees and costs.

3 **6. COURT APPROVAL**

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

5 **7. GOVERNING LAW**

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

14 **8. NOTICE**

15 Unless specified herein, all correspondence and notices required to be provided pursuant to
16 this Consent Judgment shall be in writing and sent by: (i) personal delivery; (ii) first-class,
17 registered or certified mail, return receipt requested; or (iii) a recognized overnight courier on any
18 Party by the other at the following addresses:

19 To Defendant:

20 Lawrence Lin
21 ODIN FASHION, INC.
22 1239 Broadway, Room 603
23 New York NY 10001

 To Shefa:

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

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

26 **9. COUNTERPARTS; FACSIMILE AND PDF SIGNATURES**

27 This Consent Judgment may be executed in counterparts, and by facsimile or portable
28 document format (PDF) signature, each of which shall be deemed an original, and all of which,

1 when taken together, shall constitute one and the same document.

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

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

5 **11. POST EXECUTION ACTIVITIES**

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

10 **12. MODIFICATION**

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

14
15 **13. AUTHORIZATION**


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

19
20 AGREED TO:

AGREED TO:

21
22 Date: 4/18/2022

Date: 4/18/2022

23
24
25 By:  _____
26 SHEFA LMV, INC.

DocuSigned by:
 _____
EFF134092FDE4A6...
27 ODIN FASHION, INC.

[PROPOSED] JUDGMENT

Please note that on _____, 2022 at 8:30am, Plaintiff Shefa LMV Inc.’s (“Plaintiff”) Motion for Court Approval of Settlement Agreement and Entry of Consent Judgment as to Defendant Odin Fashion, Inc. came for hearing before this Court in Department 47, the Honorable Joel L. Lofton 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