

**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.

Daniel N. Greenbaum, Esq. (SBN 268104)  
Thomas G. Adams, Esq., Of Counsel (SBN 274808)  
GREENBAUM LAW FIRM  
7120 Hayvenhurst Avenue, Suite 320  
Van Nuys, CA 91406  
Telephone: (818) 809-2199  
Facsimile: (424) 243-7689  
Email: dgreenbaum@greenbaumlawfirm.com

Attorney for Plaintiff SHEFA LMV, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

SHEFA LMV, INC.,

Plaintiff,

vs.

AMAZON.COM, INC.; AMAZON.COM  
SERVICES, INC.; and DOES 1 through 100,  
Inclusive,

Defendants.

Case No. 20STCV39282

**[PROPOSED] CONSENT JUDGMENT  
AS TO AMAZON.COM, INC.**

Action Filed: October 13, 2020

## 1. INTRODUCTION

### 1.1 Parties

This consent judgment (“**Consent Judgment**”) is entered into by and between plaintiff Shefa LMV, Inc. (“**Shefa**” or “**Plaintiff**”) and Amazon.com, 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 crossbody purse and accessory bag products that allegedly contain di(2-ethylhexyl) phthalate (“DEHP”) and were manufactured, sold, distributed for sale, and/or imported by or for Hieyoung International (Hong Kong) Limited Corporation dba Cambond and sold in California on the website www.amazon.com, including, but not limited to, Cambond Clear Crossbody Purse, ASIN B07R6HSHFS (collectively, the “**Covered Products**”).

### 1.5 General Allegations

Shefa alleges that Defendant, at times relevant to the complaint, 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.

On December 22, 2019, Plaintiff purchased the Covered Products on amazon.com. On

January 23, 2020, Shefa served Defendant and the requisite public enforcement agencies with a Sixty-Day Notice of Violation (the “**Notice**”) alleging that as a retailer, Defendant violated Proposition 65 when it failed to warn its customers and consumers in California that the Covered Products expose users to DEHP. To the best of the Parties’ knowledge, no public enforcer has commenced and is diligently prosecuting the allegations set forth in the Notice.

#### **1.6 Complaint**

On October 23, 2020, Shefa filed the instant complaint in the Superior Court in and for the County of Los Angeles against Defendant alleging violations of California Health & Safety Code § 25249.6, based on exposures to DEHP contained in the Covered Products sold in the State of California (the “**Complaint**”).

#### **1.7 No Admission**

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

#### **1.8 Consent to Jurisdiction**

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

1           **1.9       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**

5           **2.1       Warning Standards on Covered Products**

6           (a)     Defendant agrees, promises, and represents that, within 90 days of the Effective  
7           Date, to the extent it ships or sells Covered Products in California, Defendant will either:

- 8                     1)   provide the Section 2.1(b) warning on each Covered Product’s online product  
9                     page on amazon.com by (A) Defendant applying the Section 2.1(b) warning  
10                    itself, or (B) Defendant instructing vendors and third-party sellers of the Covered  
11                    Products to fulfill their existing contractual obligation by providing the Section  
12                    2.1(b) warning on each Covered Product’s online product page on amazon.com  
13                    and Defendant confirming prompt placement of the Section 2.1(b) warning on  
14                    each Covered Product’s online product page on amazon.com; or  
15                    2)   cease offering the Covered Products without a Section 2.1(b) warning for sale in  
16                    California on amazon.com.

17           (b)     The warnings required by Section 2.1(a) shall be provided in a conspicuous and  
18           prominent manner such that they will be likely to be read or seen by the consumer prior to or at the  
19           time of the sale or purchase. The warning set forth below shall be required for each Covered  
20           Product:

- 21                    1)   the text, “**WARNING This product can expose you to chemicals including**  
22                    **Di(2-ethylhexyl) phthalate (DEHP), which is known to the State of**  
23                    **California to cause cancer and birth defects or other reproductive harm.**  
24                    **For more information go to [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).**” accompanied by and  
25                    placed to the right of a symbol consisting of a black exclamation point in a  
26                    yellow equilateral triangle with a bold black outline sized to be no smaller than  
27  
28

the word, “WARNING” as provided by regulations adopted on or about August 30, 2016; or

2) the text, “**WARNING: Cancer and Reproductive Harm -**

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

The triangular warning symbol specified in Section 2.1(b)(1) and 2.1(b)(2) shall be in yellow with a black exclamation mark; *provided however*, the symbol may be printed in black and white if the Covered Product label is not printed using the color yellow.

(c) Amazon shall notify in writing all vendors and third-party sellers of the Covered Products of the legal requirement to provide the Section 2.1(b) warning statement for each Covered Product online, and that the California Attorney General requires that vendors and third-party sellers of the Covered Products that are subject to Proposition 65 also apply the Section 2.1(b) warning statement, or a Proposition 65 compliant warning, directly on the packaging of the Covered Products. Amazon shall not be responsible or liable for failures of any vendors or third-party sellers of the Covered Products to fulfill their independent Proposition 65 obligations.

(d) To the extent that the product information for any of the Covered Products appears in a foreign language (e.g., if a potential purchaser chooses to review amazon.com’s website in Spanish, using amazon.com’s translation feature), the Proposition 65 warning shall appear in the same foreign language.

(e) The Parties agree that placement of the Section 2.1 warnings set forth above on each Covered Product’s online product page on amazon.com shall constitute compliance by Amazon with Proposition 65 with respect to any Covered Products.

## 2.2 Covered Products in the Stream of Commerce.

Any Covered Products that have been manufactured, distributed, shipped, or sold prior to ninety (90) days after the Effective Date, shall not be subject to the requirements of Sections 2.1 or 2.2.

## 2.3 Notice to Cure

To the extent Shefa identifies any Covered Product on amazon.com in the future which it believes is not in compliance with this Consent Judgment, Shefa agrees to advise Amazon of such alleged breach in the manner set forth in Section 7, and provide Amazon with 20 business days (calculated from the date notice is provided) to cure any alleged violation of this Consent Judgment (the "Notice to Cure"). Such Notice to Cure shall contain information sufficient for Amazon to identify the Covered Product, including but not limited to the ASIN for such product, a screenshot of the Covered Product's online listing on amazon.com, and an explanation as to why Shefa believes it is a Covered Product and not in compliance.

Shefa shall not be entitled to seek or recover any civil penalties, and Shefa and its counsel shall not be entitled to recovery or reimbursement of attorney's fees and/or costs, or any other available remedies arising from or related to any Notices to Cure, provided Amazon timely remedies the alleged non-compliance within 20 business days of receiving the Notice to Cure by Amazon (1) adding a Section 2.1(b) warning on the amazon.com online product page for the Covered Product, or (2) delisting the Covered Product from amazon.com, or (3) ceasing to offer the Covered Product for sale in California.

If Amazon provides notice to Shefa that it has so remedied the alleged non-compliance within 20 business days of receiving the Notice to Cure, Amazon shall not be deemed in breach or violation of this Consent Judgment in any respect.

## 3. MONETARY SETTLEMENT TERMS

**3.1 Payment from Defendant.** Within thirty (30) days of the Effective Date, and Defendant's receipt of a current W-9 form from the Greenbaum Law Firm, whichever is later, Defendant shall make the Total Settlement Payment of **\$13,500.00**.

1           **3.2 Allocation of Payments.** The Total Settlement Payment shall be paid in three (3)  
2 separate checks made payable and allocated as follows, or made in a single electronic transfer made  
3 payable to the “Greenbaum Law Firm” using banking information provided by Plaintiff’s counsel,  
4 in which case Plaintiff’s counsel shall send the allocated portions of the civil penalty to OEHHA  
5 and Shefa as follows:

6                   **3.2.1 Civil Penalty.** Defendant shall pay \$2,000.00 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 \$1,500.00 shall be made payable to  
11 OEHHA and associated with taxpayer identification number 68-0284486. If sent by mail, this  
12 payment shall be delivered to the Greenbaum Law Firm, 7120 Hayvenhurst Ave, Suite 320, Van  
13 Nuys, CA 91406.

14           The Shefa portion of the civil penalty payment in the amount of \$500.00 shall be made  
15 payable to Shefa LMV, Inc. and associated with taxpayer identification number 81-0907002. If  
16 sent by mail, this payment shall be delivered to the Greenbaum Law Firm, 7120 Hayvenhurst  
17 Ave, Suite 320, Van Nuys, CA 91406.

18                   **3.2.2 Attorney’s Fees and Costs.** A reimbursement of Shefa’s attorney’s  
19 fees and costs in the amount of \$11,500.00 payable to the “Greenbaum Law Firm,” and associated  
20 with taxpayer identification number 46-4580172. If sent by mail, this payment shall be delivered to  
21 the Greenbaum Law Firm, 7120 Hayvenhurst Ave, Suite 320, Van Nuys, CA 91406.

## 22   **4. CLAIMS COVERED AND RELEASED**

### 23   **4.1 Public Release**

24           This Consent Judgment is a full, final, and binding resolution between Shefa acting on  
25 behalf of itself and each of its past, current, and future agents, representatives, attorneys, successors,  
26 and/or assignees, and in a representative capacity in the public interest under Health & Safety Code  
27 § 25249.7, and Defendant and its past, current, and future and any and all direct and indirect  
28

1 parents, subsidiaries, affiliated entities, directors, officers, managers, shareholders, members,  
2 employees, agents, attorneys, and the predecessors, successors, or assigns of each of them  
3 (collectively “**Releasees**”), arising out of or resulting from, or related directly or indirectly to, in  
4 whole or in part, any and all alleged or actual violations of Proposition 65 based on a failure to warn  
5 of alleged exposures to DEHP from Covered Products manufactured, supplied, sold, or distributed  
6 for sale prior to the Effective Date. The release in this Section 4.1 applies to all Covered Products  
7 that were manufactured, supplied, sold, or distributed for sale prior to the Effective Date. This  
8 release does not apply to any vendors or third-party sellers of the Covered Products.

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

#### 12 **4.2 Shefa’s Individual Release of Claims**

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

#### 23 **4.3 Release of Unknown Claims**

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

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

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

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

#### 19 **6. GOVERNING LAW**

20 The terms of this Consent Judgment shall be governed by the laws of the State of California  
21 and apply within the State of California. In the event that Proposition 65 is repealed, preempted, or  
22 is otherwise rendered inapplicable by amendment or reason of law generally, or as to the Covered  
23 Products, or any of the alleged violations set forth in the Notice or Complaint, then Defendant may  
24 seek modification of this Consent Judgment pursuant to Section 11 below. None of the terms of this  
25 Consent Judgment shall have any application to Covered Products sold outside of the State of  
26 California. Nothing in this Consent Judgment shall be interpreted to relieve Amazon from its  
27 obligation to comply with any other applicable state or federal law or regulation.

28 The Parties agree that if OEHHA changes any of its applicable regulations, including its  
warning regulations, then Amazon may either conform with the revised regulations or continue to  
conform with the terms provided in this Consent Judgment if the new implementing regulations so

allow.

## 7. NOTICE

Unless specified herein, all correspondence and notices required to be provided pursuant to this Consent Judgment shall be in writing and sent by: (i) personal delivery; (ii) first-class, 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:

Amazon.com, Inc.  
Amazon Legal Department  
410 Terry Avenue N  
Seattle, WA 98109

With a copy to:

Gregory Doll, Esq.  
DOLL AMIR & ELEY LLP  
725 S. Figueroa St., Suite 3275  
Los Angeles CA 90017

To Shefa:

Shefa LMV, Inc.  
1646 Stearns Dr.  
Los Angeles, CA 90035

With a copy to:

Daniel N. Greenbaum, Esq.  
Greenbaum Law Firm  
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

1 Consent Judgment to the Court with a motion seeking Court approval.

2 **11. MODIFICATION**

3 This Consent Judgment may only be modified by a written instrument executed by the  
4 Parties to be bound thereby, and after approval by the Court upon a noticed motion, or upon a  
5 successful motion of any Party as provided by law and upon entry of a modified Consent Judgment  
6 by the Court thereon. Any Party seeking to modify this Consent Judgment shall attempt in good  
7 faith to meet and confer with all affected Parties prior to filing a motion to modify the Consent  
8 Judgment. Any motion to modify shall be served on all Parties and the Office of the Attorney  
9 General.

10 **12. ENTIRE AGREEMENT**

11 This Consent Judgment contains the sole and entire agreement and understanding of the  
12 Parties with respect to the entire subject matter hereof and any and all prior discussions,  
13 negotiations, commitments and understandings related hereto. No representations, oral or otherwise,  
14 express or implied, other than those contained herein have been made by any Party hereto. No other  
15 agreements not specifically referred to herein, oral or otherwise, shall be deemed to exist or to bind  
16 any of the Parties. For the avoidance of doubt, the Parties agree that the prior version of this consent  
17 judgment executed by the Parties in February 2024 is void, unenforceable, and of no effect and no  
18 Party shall attempt to enforce it or use it against the other Party for any purpose.



19 **13. DISPUTE RESOLUTION**

20 If Shefa determines at a future date that an alleged violation of this Consent Judgment has  
21 occurred, Shefa shall provide notice to Defendant. Prior to bringing any action to enforce any  
22 requirement of this Consent Judgment, the party alleging a violation of this Consent Judgment shall  
23 provide the other party with written notice of the grounds for such allegation together with all  
24 supporting information as well as a complete demand for the relief sought. The Parties shall then  
25 meet and confer regarding the basis for the allegation to resolve the matter informally, including  
26 providing the party alleged to be in violation with a reasonable opportunity of at least thirty (30)  
27 days to cure any alleged violation. Should such attempt at informal resolution fail, the party alleging  
28

a violation may file its lawsuit seeking the proposed relief.

#### 14. AUTHORIZATION

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

<p>AGREED TO:</p>  <p>Date: <u>Jul 8, 2024</u></p>	<p>By:  <u>Yisrael Schorbet (Jul 8, 2024 21:39 PDT)</u></p> <p>PLAINTIFF SHEFA LMV, INC.</p>
<p>AGREED TO:</p>  <p>Date: <u>July 9, 2024</u></p>	<p>DocuSigned by:</p> <p>By:  <u>61950B9E9FB1945A...</u></p> <p>DEFENDANT AMAZON.COM, INC.</p>

**[PROPOSED] JUDGMENT**

Please note that on \_\_\_\_\_, 2024 at \_\_\_\_\_am/pm, Plaintiff Shefa LMV Inc.'s ("Plaintiff") Motion for Court Approval of Settlement Agreement and Entry of Consent Judgment as to Defendant Amazon.com, 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