

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 Global Beauty Care, Inc.			
CASE INFO	COURT DOCKET NUMBER 21STCV45787		COURT NAME SUPERIOR COURT OF CA, Los Angeles Co	
	SHORT CASE NAME Shefa LMV, Inc. v. Global Beauty Care, Inc., et al.			
REPORT INFO	INJUNCTIVE RELIEF COMPLIANT PRODUCTS AND WARNINGS			
	PAYMENT: CIVIL PENALTY \$1,000.00	PAYMENT: ATTORNEYS FEES \$15,000.00	PAYMENT: OTHER \$0.00	For Internal Use Only
	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 2 / 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 GREENBAUM LAW FIRM
2 Daniel N. Greenbaum, Esq. (SBN 268104)
3 The Hathaway Building
4 7120 Hayvenhurst Avenue, Suite 320
5 Van Nuys, CA 91406
6 Telephone: (818) 809-2199
7 Facsimile: (424) 243-7689
8 Email: dgreenbaum@greenbaumlawfirm.com

9 Attorney for Plaintiff SHEFA LMV, INC.

10
11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF LOS ANGELES**

13 SHEFA LMV, INC.,

14 Plaintiff,

15 v.

16 GLOBAL BEAUTY CARE, INC.; and DOES
17 1 through 100, Inclusive,

18 Defendants.

CASE NO.: 21STCV45787

**[PROPOSED] CONSENT JUDGMENT AS
TO GLOBAL BEAUTY CARE, INC.**

Action filed: December 15, 2021

1 **1. INTRODUCTION**

2 1.1 The parties to this Consent Judgment (“Parties”) are SHEFA LMV, INC. (“Shefa”) and GLOBAL BEAUTY CARE, INC. (“Settling Defendant”). Shefa and Settling Defendant are referred to collectively as the “Parties.”

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4
5 1.2 The Settling Defendant manufactures, distributes, and/or sells face and beard washes, including The Nobleman Men’s Fresh Start Face & Beard Wash; ASIN: B085VMTKQN, 6 (hereinafter the “Covered Products”), that contain Cocamide diethanolamine (“Cocamide DEA”) 7 in the State of California or has done so in the past. 8

9 1.3 On December 22, 2020, Shefa served a Sixty-Day Notice of Violation under Proposition 65 (The Safe Drinking Water and Toxic Enforcement Act of 1986, California Health & Safety Code §§ 25249.5, et seq.) (“Notice”) to Settling Defendant, the California Attorney General, the District Attorneys of every County in the State of California, and the City Attorneys for every City in the State of California with a population greater than 750,000. 10
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15 1.4 The Notice alleges violations of Proposition 65 with respect to the presence of Cocamide DEA in the Covered Products. 16

17 1.5 On December 15, 2021, Shefa filed the Complaint applicable to the Settling Defendant (“Complaint”) for the Proposition 65 instant action. 18

19 1.6 For purposes of this Consent Judgment only, the Parties stipulate that: (i) this Court has jurisdiction over the allegations of violations contained in the operative Complaint applicable to Settling Defendant and personal jurisdiction over Settling Defendant as to the acts alleged in the Complaint; (ii) venue is proper in the County of Los Angeles; and (iii) this Court has jurisdiction to enter this Consent Judgment. 20
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24 1.7 Nothing in this Consent Judgment is or shall be construed as an admission by the Parties of any fact, conclusion of law, issue of law, or violation of law, nor shall compliance with the Consent Judgment constitute or be construed as an admission by the Parties of any fact, conclusion of law, issue of law, or violation of law. 25
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1 1.8 Nothing in this Consent Judgment shall prejudice, waive, or impair any right,
2 remedy, argument, or defense the Parties may have in any other legal proceeding.

3 1.9 This Consent Judgment is the product of negotiation and compromise and is
4 accepted by the Parties for purposes of settling, compromising, and resolving issues disputed in
5 this action.

6 **2. DEFINITIONS**

7 “Effective Date” means the date on which this Consent Judgment is entered by the
8 Court.

9 **3. INJUNCTIVE RELIEF**

10 3.1 **Reformulation of Covered Products.** As of the Effective Date, Settling
11 Defendant shall not manufacture, distribute, sell, or offer for sale any Covered Product that
12 contains Cocamide DEA and that will be sold or offered for sale to California consumers. For
13 purposes of this Consent Judgment, a product “contains Cocamide DEA” if Cocamide DEA is
14 an intentionally added ingredient in the product and/or intentionally added part of the product
15 formulation.
16

17 In the alternative, Defendant agrees, promises, and represents that, by the Effective Date,
18 to the extent it ships or sell Covered Products that do not meet the formulation standards set
19 forth above in Section 3.1, Defendant will provide warnings on such Covered Products that
20 comply with Proposition 65. The warnings shall be provided in a conspicuous and prominent
21 manner such that they will be likely to be read or seen by the consumer prior to or at the time of
22 the sale or purchase. The Parties agree that the warning set forth below shall constitute
23 compliance with Proposition 65 with respect to any Covered Products that are not reformulated:

- 24 (a) the text, **“WARNING This product can expose you to chemicals, including**
25 **cocamide diethanolamine (Cocamide DEA) which is known to the State of**
26 **California to cause cancer. For more information go to**
27 **www.P65Warnings.ca.gov.”** accompanied by and placed to the right of a symbol
28 consisting of a black exclamation point in a yellow equilateral triangle with a bold black

1 outline sized to be no smaller than the word, “WARNING” as provided by regulations
2 adopted on or about August 30, 2016; or

3 (b) the text, “**WARNING Cancer - www.P65Warnings.ca.gov.**” accompanied by
4 and placed to the right of a symbol consisting of a black exclamation point in a yellow
5 equilateral triangle with a bold black outline sized to be no smaller than the word,
6 “WARNING” as provided by regulations adopted on or about August 30, 2016.
7

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

11 3.2 **Action Regarding Specific Products.** Within three (3) months of the Effective
12 Date, Settling Defendant shall cease selling the Covered Products (if any) in California unless
13 such products have been reformulated such that they do not contain Cocamide DEA.

14 3.3 On or before the Effective Date, Settling Defendant shall also: (i) cease shipping
15 the Covered Products to any of its California stores and/or California customers that resell the
16 Covered Products in California; and (ii) send instructions to its California stores and/or
17 California customers that resell the Covered Products in California instructing them either to: (a)
18 return all the Covered Products to Settling Defendant for destruction, or (b) directly destroy the
19 Covered Products.
20

21 3.4 The requirements of this Section apply only to those Covered Products that
22 contain Cocamide DEA.

23 3.5 Any destruction of the Covered Products shall be in compliance with all
24 applicable laws.

25 **4. ENFORCEMENT**

26 4.1 Shefa may, by motion or application for an order to show cause before the
27 Superior Court of Los Angeles County, enforce the terms and conditions contained in this
28 Consent Judgment.

1 4.2 Prior to bringing any motion or application to enforce the requirements of
2 Section 3 above, Shefa shall provide Settling Defendant with a Notice of Violation and proof of
3 purchase and a copy of any test results which purportedly support the Notice of Violation.

4 4.3 The Parties shall then meet and confer regarding the basis for the anticipated
5 motion or application in an attempt to resolve it informally, including providing Settling
6 Defendant(s) with a reasonable opportunity of at least thirty (30) days to cure any alleged
7 violation.

8 4.4 Should such attempts at informal resolution fail, Shefa may file an enforcement
9 motion or application.

10 4.5 This Consent Judgment may only be enforced by the Parties.

11 **5. PAYMENT FROM DEFENDANT.**

12 5.1 Within ten (10) days from the Effective Date, Defendant shall make Payment as
13 specified in 5.2 in the aggregate amount of \$16,000.00.

14 5.2 Allocation of Payments. The Total Settlement Payment of \$16,000.00 shall be
15 paid via wire transfer and Shefa LMV, Inc. will disperse the funds as specified below. The total
16 Settlement Payments of \$16,000.00 shall be sent to the following account:

- 17 • Bank Name: JP Morgan Chase Bank NA
- 18 • Account #: 103058357
- 19 • Routing #: 021000021
- 20 • Swift Code: CHASUS33
- 21 • Swift Code: CHASUS33

22 5.2.1 Civil Penalty. Defendant shall pay \$1,000.00 as a civil penalty pursuant to
23 Health & Safety Code § 25249.7(b). The civil penalty shall be apportioned in accordance
24 with Health & Safety Code § 25249.12 (25% to Shefa and 75% to the State of California's
25 Office of Environmental Health Hazard Assessment ("OEHHA")). Accordingly, the
26 OEHHA portion of the civil penalty payment in the amount of \$750.00 shall be made
27 payable to OEHHA and associated with taxpayer identification number 68-0284486. This
28 payment shall be delivered as follows:

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

6 The Shefa portion of the civil penalty payment in the amount of \$250.00 shall be made
7 payable to Shefa LMV, Inc. and associated with taxpayer identification number 81-0907002. This
8 payment shall be delivered via wire as stated above.

9 5.2.2 Attorney’s Fees and Costs. A reimbursement of Shefa's attorney’s fees and
10 costs in the amount of \$15,000.00 payable to the “Law Office of Daniel N. Greenbaum,”
11 and associated with taxpayer identification number 46-4580172. This payment shall be
12 delivered via wire as above.

13 **6. MODIFICATION**

14 6.1 **Written Consent.** This Consent Judgment may be modified from time to time
15 by express written agreement of the Parties with the approval of the Court, or by an order of this
16 Court upon motion and in accordance with law.

17 6.2 **Meet and Confer.** Any Party seeking to modify this Consent Judgment shall
18 attempt in good faith to meet and confer with all affected Parties prior to filing a motion to
19 modify the Consent Judgment.

20 **7. CLAIMS COVERED AND RELEASED**

21 7.1 This Consent Judgment is a full, final, and binding resolution between (i) Shefa
22 on behalf of itself and the public interest; and (ii) Settling Defendant and its affiliates, its former
23 affiliates (“affiliate” means a person or entity who directly or indirectly owns or controls, is
24 owned or controlled by, or is under common ownership or control with, Settling Defendant), and
25 their current and past directors, officers, shareholders, subsidiaries, partners, sister companies,
26 successors, assigns, employees and attorneys (“Defendant Releasees”), and each entity to which
27 Defendant Releasees directly or indirectly distribute, distributed, sell or sold Covered Products,
28 including but not limited to distributors, wholesalers, contractors, customers, retailers,

1 franchisees, cooperative members, licensors, and licensees (“Downstream Defendant
2 Releasees”); of any violation of Proposition 65 that was or could have been asserted in the
3 Complaint against Settling Defendant, Defendant Releasees, and Downstream Defendant
4 Releasees, based on failure to warn about alleged exposure to Cocamide DEA contained in
5 Covered Products that were sold, distributed and/or manufactured by Settling Defendant,
6 Defendant Releasees, and Downstream Defendant Releasees prior to the Effective Date.

7 7.2 Compliance with the terms of this Consent Judgment by Settling Defendant and
8 Defendant Releasees shall constitute compliance with Proposition 65 by Settling Defendant,
9 Defendant Releasees, and Downstream Defendant Releasees with respect to any alleged failure
10 to warn about Cocamide DEA in Covered Products manufactured, distributed, or sold by
11 Settling Defendants after the Effective Date.

12 7.3 Shefa, acting on its behalf and in the public interest, releases and discharges
13 Settling Defendant, Defendant Releasees, and Downstream Defendant Releasees from any and
14 all claims, actions, causes of action, suits, demands, liabilities, damages, penalties, fees, costs
15 and expenses asserted, or that could have been asserted, as to any alleged violation of
16 Proposition 65 arising from the alleged failure to warn about alleged exposure to Cocamide
17 DEA in the Covered Products.

18 7.4 Shefa, acting on its behalf only, releases and discharges Settling Defendant,
19 Defendant Releasees, and Downstream Defendant Releasees from any and all known and
20 unknown claims for alleged violations of Proposition 65 or for any other statutory or common
21 law claims, arising from or relating to alleged exposures to Cocamide DEA in the Covered
22 Products. It is possible that other claims not known to the parties arising out of the facts alleged
23 in the Notice or the Complaint and relating to the Covered Products will develop or be
24 discovered. Shefa, on behalf of itself only, acknowledges that this Consent Judgment is
25 expressly intended to cover and include all such claims including all rights of action thereof.
26 Shefa has full knowledge of the contents of California Civil Code section 1542. Shefa, on
27 behalf itself only, acknowledges that the claims released above may include unknown claims,
28

1 and nevertheless waives California Civil Code section 1542 as to any such unknown claims.

2 California Civil Code section 1542 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**
5 **EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**
6 **RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE**
7 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR**
8 **OR RELEASED PARTY.**

9 Shefa, on behalf of itself only, acknowledges and understands the significance and consequences
10 of this specific waiver of California Civil Code section 1542.

11 7.5 Nothing in this Section 7 affects Shefa’s right to commence or prosecute an action
12 under Proposition 65 against any person other than Settling Defendant, Defendant Releasees, or
13 Downstream Defendant Releasees.

14 **8. GOVERNING LAW**

15 The terms of this Consent Judgment shall be governed by the laws of the State of
16 California and the obligations of Settling Defendant hereunder as to the Covered Products apply
17 only within the State of California. In the event that Proposition 65 is repealed, preempted or is
18 otherwise rendered inapplicable by reason of law generally, or if any of the provisions of this
19 Consent Judgment are rendered inapplicable or no longer required as a result of any such repeal
20 or preemption or rendered inapplicable by reason of law generally as to the Covered Products,
21 including, without limitation, the removal of Cocamide DEA from OEHHA’s list of Proposition
22 65 chemicals, then Settling Defendant shall notify Shefa and its counsel and shall have no further
23 obligations pursuant to this Consent Judgment with respect to, and to the extent that, the Covered
24 Products are so affected.
25

26 **9. NOTICE**

27 9.1 When Shefa is entitled to receive any notice under this Consent Judgment, the
28 notice shall be sent by first class and electronic mail to:

Daniel N. Greenbaum

1 Greenbaum Law Firm
2 7120 Hayvenhurst Ave., Suite 320
3 Van Nuys CA 91406
4 dgreenbaum@greenbaumlawfirm.com

5 9.2 When Settling Defendant is entitled to receive any notice under this Consent
6 Judgment, the notice shall be sent by electronic or first-class mail to the person identified on the
7 Exhibit A for Settling Defendant.

8 9.3 Any Party may modify the person and address to whom the notice is to be sent by
9 providing written notice to the other Parties by first class and electronic mail.

10 **10. COURT APPROVAL**

11 10.1 This Consent Judgment shall become effective upon entry by the Court.

12 10.2 Shefa shall prepare and file a Motion for Approval of this Consent Judgment and
13 Settling Defendant shall support entry of this Consent Judgment.

14 10.3 If this Consent Judgment is not entered by the Court, it shall be of no force or
15 effect and shall never be introduced into evidence or otherwise used in any proceeding for any
16 purpose.

17 **11. ATTORNEYS' FEES**

18 11.1 Should Shefa prevail on any motion, application for an order to show cause, or
19 other proceeding to enforce a violation of this Consent Judgment, Shefa may be entitled to its
20 reasonable attorneys' fees and costs incurred as a result of such motion or application.

21 11.2 Should Settling Defendant prevail on any motion application for an order to show
22 cause or other proceeding, that Settling Defendant may be awarded its reasonable attorneys' fees
23 and costs against Shefa as a result of such motion or application upon a finding by the Court that
24 Shefa's prosecution of the motion or application lacked substantial justification.

25 11.3 For purposes of this Consent Judgment, the term substantial justification shall
26 carry the same meaning as used in the Civil Discovery Act of 1986, Code of Civil Procedure §§
27 2016, et seq.

1 11.4 Except as otherwise provided in this Consent Judgment, each Party shall bear its
2 own attorneys' fees and costs.

3 **12. OTHER TERMS**

4 12.1 The terms of this Consent Judgment shall be governed by the laws of the State of
5 California.

6 12.2 This Consent Judgment shall apply to and be binding upon Shefa, Settling
7 Defendant, its affiliates, and successors or assigns of any of them.

8 12.3 This Consent Judgment contains the sole and entire agreement and understanding
9 of the Parties with respect to the entire subject matter hereof, and any and all prior discussions,
10 negotiations, commitments, or understandings related thereto, if any, are hereby merged herein
11 and therein.

12 12.4 There are no warranties, representations, or other agreements between the Parties
13 except as expressly set forth herein.

14 12.5 No representations, oral or otherwise, express or implied, other than those
15 specifically referred to in this Consent Judgment have been made by any Party hereto.

16 12.6 No other agreements not specifically contained or referenced herein, oral or
17 otherwise, shall be deemed to exist or to bind any of the Parties hereto.

18 12.7 No supplementation, modification, waiver, or termination of this Consent
19 Judgment shall be binding unless executed in writing by the Party to be bound thereby.

20 12.8 No waiver of any of the provisions of this Consent Judgment shall be deemed or
21 shall constitute a waiver of any of the other provisions hereof whether or not similar, nor shall
22 such waiver constitute a continuing waiver.

23 12.9 Nothing in this Consent Judgment shall release, or in any way affect any rights
24 Settling Defendant might have against any other party, whether or not that party is a Settling
25 Defendant.

26 12.10 This Court shall retain jurisdiction of this matter to implement or modify the
27 Consent Judgment.
28

1 12.11 The stipulations to this Consent Judgment may be executed in counterparts and
2 by means of facsimile or portable document format (pdf), which taken together shall be deemed
3 to constitute one document.

4 12.12 Each signatory to this Consent Judgment certifies that he or she is fully
5 authorized by the Party he or she represents to stipulate to this Consent Judgment and to enter
6 into and execute the Consent Judgment on behalf of the Party represented and legally to bind
7 that Party.

8 12.13 The Parties, including their counsel, have participated in the preparation of this
9 Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties.

10 12.14 This Consent Judgment was subject to revision and modification by the Parties
11 and has been accepted and approved as to its final form by all Parties and their counsel.

12 12.15 Accordingly, any uncertainty or ambiguity existing in this Consent Judgment
13 shall not be interpreted against any Party as a result of the manner of the preparation of this
14 Consent Judgment.

15 12.16 Each Party to this Consent Judgment agrees that any statute or rule of
16 construction providing that ambiguities are to be resolved against the drafting Party should not
17 be employed in the interpretation of this Consent Judgment and, in this regard, the Parties
18 hereby waive California Civil Code § 1654.

19
20 **13. COMPLIANCE WITH HEALTH & SAFETY CODE SECTION 25249.7(f)**

21 Shefa and its attorneys agree to comply with the reporting form requirements
22 referenced in California Health & Safety Code section 25249.7(f).

23
24 **14. REQUEST FOR FINDINGS, APPROVAL OF SETTLEMENT AND ENTRY OF**
25 **CONSENT JUDGMENT**


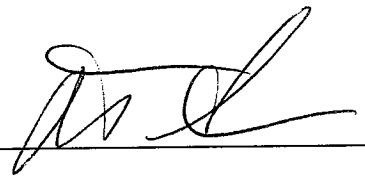
26 This Consent Judgment came before this Court upon the request of the Parties. The
27 Parties request the Court to review this Consent Judgment and to make the following findings
28 pursuant to Cal. Health & Safety Code § 25249.7(f)(4):

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1. The injunctive relief required by the Consent Judgment complies with Cal. Health & Safety Code § 25249.7;
2. The reimbursement of fees and costs to be paid pursuant to the Consent Judgment is reasonable under California law; and
3. The civil penalty amount to be paid pursuant to Consent Judgment is reasonable.

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

AGREED:

Dated: 2/18/2022	SHEFA LMV, INC. By: 
Dated: 2/17/22	GLOBAL BEAUTY CARE, INC. By: 

[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 Global Beauty Care, Inc. came for hearing before this Court in Department 36, the Honorable Gregory W. Alarcon 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.

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

IT IS SO ORDERED, ADJUDGED AND DECREED:

Date

Judge of the Superior Court