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8 *ex rel. Xavier Becerra, Attorney General, and*
Meredith J. Williams, Acting Director, Dept. of
9 *Toxic Substances Control*

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 FOR THE COUNTY OF LOS ANGELES

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14 **PEOPLE OF THE STATE OF**
CALIFORNIA, EX REL. XAVIER
15 **BECERRA, ATTORNEY GENERAL; AND**
PEOPLE OF THE STATE OF
16 **CALIFORNIA, EX REL. MEREDITH J.**
WILLIAMS, ACTING DIRECTOR,
17 **DEPARTMENT OF TOXIC SUBSTANCES**
CONTROL,

18 Plaintiffs,

19 v.

20 **ANDREA AND PAULO CORP. DBA**
21 **ANDREA BIJOUX,**

22 Defendant.

Case No. _____

**STIPULATION AND [PROPOSED]
CONSENT JUDGMENT AS TO ANDREA
AND PAULO CORP. DBA ANDREA
BIJOUX**

Date:
Time:
Dept:
Judge:
Trial Date:
Action Filed:

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24 **I. INTRODUCTION**

25 1. This stipulation and proposed consent judgment (“Consent Judgment”) is between
26 Plaintiffs, the People of the State of California (“People”), ex rel. Xavier Becerra, Attorney
27 General (“Attorney General”), and ex rel. Meredith J. Williams, Acting Director, Department of
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1 Toxic Substances Control (“Department”), and Defendant Andrea and Paulo Corporation dba
2 Andrea Bijoux (“Defendant”). The settling parties are referred to collectively as the “Parties.”

3 2. The Parties enter into this Consent Judgment without a trial. It does not constitute
4 evidence of an admission by Defendant regarding any issue of law or fact alleged in the
5 Complaint. This Consent Judgment sets forth the obligations of Defendant and the People and
6 constitutes the complete, final and exclusive agreement between the Parties and supersedes any
7 prior agreements between the Parties except as specifically provided below.

8 3. For purposes of this Consent Judgment, (i) the Los Angeles Superior Court (“Court”)
9 has jurisdiction over the Parties to and the subject matter of this action; (ii) venue is proper in this
10 Court; and (iii) the Court has personal jurisdiction over Defendant for the purposes of enforcing
11 the terms of the Consent Judgment.

12 II. DEFINITIONS

13 4. The term “Analytical Testing” shall refer to testing for the presence of lead or other
14 materials using the test methods and procedures set forth in Health and Safety Code sections
15 25214.4 and 25214.4.1.

16 5. The term “Complaint” shall refer to the complaint Plaintiffs will file in this Court
17 shortly after executing the Consent Judgment, under the same caption as this document.

18 6. The term “Court” shall refer to the Los Angeles County Superior Court.

19 7. The term “Covered Products” shall refer to the list of Jewelry products attached to the
20 Consent Judgment as Exhibit A.

21 8. The term “Department” shall refer to the California Department of Toxic Substances
22 Control.

23 9. The term “Effective Date” shall refer to the date on which the Court enters the
24 Consent Judgment.

25 10. The term “Jewelry” shall have the same meaning as that term is defined in Health and
26 Safety Code, section 25214.1, subdivision (h).

27 11. The term “Jewelry Law” shall refer to article 10.1.1 of chapter 6.5 of the Health &
28 Safety Code (§§ 25214.1 *et seq.*).

1 12. The term “Metal Content Claims” shall refer to claims on or in advertising materials,
2 websites, packaging, signs, displays, receipts, or invoices about the metal content in Jewelry or
3 about compliance with standards for metal in Jewelry, including but not limited to, claims about
4 lead, cadmium, and nickel.

5 13. The term “Noncompliant Jewelry” shall refer to Jewelry that cannot be manufactured,
6 shipped, sold, offered for sale, or offered for promotional purposes in California under the
7 Jewelry Law.

8 14. The term “XRF Analysis” shall refer to the use of X-ray Fluorescence Spectrometry
9 to analyze Jewelry and Jewelry components for the presence of lead and other materials.

10 **III. INJUNCTIVE RELIEF**

11 15. Compliance with Jewelry Law. Defendant shall not manufacture, ship, sell, offer for
12 sale or for promotional purposes in California Jewelry that does not comply with the Jewelry Law
13 and other applicable federal and state lead standards.

14 16. Disposal of Noncompliant Jewelry. Defendant shall dispose of any Noncompliant
15 Jewelry in its possession in accordance with federal, state, and local laws and regulations.

16 17. Jewelry Law Summary to Suppliers. Defendant shall provide a copy of the Jewelry
17 Law summary page (Exhibit B) or fact sheet (Exhibit C), or the same information in a
18 substantially similar written format, to every person or entity from which Defendant obtains
19 Jewelry that it offers for retail sale or uses for promotional purposes in California, prior to
20 obtaining the Jewelry and at least every six months thereafter while Defendant continues to obtain
21 Jewelry from the person or entity. Defendant shall provide the summary or fact sheet, or
22 equivalent information, in English and in the recipient’s language.

23 18. Reliance on Recent Testing. Defendant shall prepare or obtain the certifications
24 required in Health and Safety Code section 25214.3.1, subdivision (b), based only upon
25 Analytical Testing or XRF Analysis results that are (i) less than 90 days old at the time the
26 Defendant receives the shipment of Jewelry from its supplier, or (ii) conducted by Defendant or
27 by a certified laboratory in the United States after Defendant has received the shipment from its
28 supplier.

1 19. Metal Content Claims. Defendant shall not make Metal Content Claims for any style
2 of Jewelry unless Defendant has Analytical Testing or XRF Analysis results that (i) comply with
3 the requirements in Paragraph 18, above, and (ii) that demonstrate the Metal Content Claims are
4 true. Defendant shall not make Metal Content Claims about the complete absence of a metal
5 (e.g., “No lead”), unless the testing or screening results demonstrate that the metal is not
6 detectable.

7 20. Jewelry Inspections. Defendant shall consent to having authorized representatives
8 from the Department conduct inspections, pursuant to Health and Safety Code section 25214.3,
9 subdivision (d)(1), at any facility where Defendant manufactures, ships, sells, offers for sale or
10 for promotional purposes, or stores Jewelry, for the purpose of monitoring compliance with the
11 Jewelry Law and with this Consent Judgment.

12 21. Record Keeping. Defendant shall keep and maintain all records related to the
13 purchase, sale, offer for sale, manufacture, import, transportation, testing, screening, and disposal
14 of Jewelry, for at least five years from the date of purchase, sale, or disposal, whichever is later,
15 and shall make such records available for inspection by the Attorney General and by the
16 Department upon request. Records pertaining to the screening or testing of jewelry shall include
17 an identification code for each style of jewelry (e.g., Uniform Product Code (“UPC”) or Stock
18 Keeping Unit code (“SKU”)), the component tested or screened, and the results. Records
19 pertaining to the disposal of jewelry shall include an identification code for each style of jewelry
20 and documentation showing where and how the jewelry was disposed.

21 22. Reserved.

22 **IV. PENALTIES AND COSTS**

23 23. Defendant shall make a settlement payment in the total amount of \$13,416, which is
24 due within 10 calendar days after the Effective Date. The payment shall be allocated between
25 civil penalties and partial reimbursement of the People’s costs and attorneys’ fees as set forth
26 below:

- 27 a. \$8,238 as a civil penalty for violations of the Jewelry Law pursuant to Health
28 and Safety Code section 25214.3.

1 b. \$3,000 as partial reimbursement of attorneys' fees and costs incurred by the
2 Attorney General on his own behalf or on behalf of the Department.

3 c. \$2,178 as partial reimbursement of the Department's investigation costs.

4 24. Installments. If Defendant elects in writing to do so within 10 days after the Effective
5 Date, Defendant may make the settlement payment in twelve monthly installments, provided that
6 each payment is for at least one twelfth (1/12) of the total amount due plus interest, which shall
7 accrue at a rate of 10 percent per year. There is no penalty for early payment. The first payment
8 is due at the time Defendant makes the election. The entire unpaid balance plus interest shall
9 become due within 10 days after the Attorney General sends written notice of a default, unless
10 such default is cured within that period.

11 25. Payments under this Consent Judgment by Defendant, and any written election under
12 Paragraph 24 shall be made by certified check, payable to "Office of the California Attorney
13 General." Each check shall bear on its face, "Jewelry Recoveries Fund, OK2017306447," and be
14 sent to:

15 Sonia Ramos
16 Office of the Attorney General
17 1515 Clay St., 20th Floor
18 Post Office Box 70550
19 Oakland, CA 94612

20 26. The Attorney General shall collect the payments and distribute the payments for use
21 as follows:

22 a. 75% of funds paid as a civil penalty pursuant to the Jewelry Law shall be
23 deposited in the Toxic Substances Control Account, and the remaining 25% of such funds
24 shall be paid to the Attorney General to be used as provided in Paragraph 27 below.

(Health & Saf. Code, §§ 25192, subd. (a)(2), 25214.3, subd. (c).)

25 b. Funds paid as partial reimbursement of attorneys' fees and costs incurred by the
26 Attorney General on his own behalf or on behalf of the Department Funds shall be paid to
27 the Attorney General to be used as provided in Paragraph 27 below.

1 c. Funds paid as partial reimbursement of the Department's investigation costs
2 shall be paid to the Department.

3 27. Funds paid to the Attorney General pursuant to Subparagraphs 26.a and 26.b shall be
4 used by the Environment Section of the Public Rights Division of the Attorney General's Office,
5 until all funds are exhausted, for any of the following purposes: (1) Implementation of the
6 Attorney General's authority to protect the environment and natural resources of the State
7 pursuant to Government Code section 12600 et seq. and as Chief Law Officer of the State of
8 California pursuant to Article V, section 13 of the California Constitution; (2) enforcement of
9 laws related to environmental protection, including, but not limited to, Chapters 6.5 and 6.95,
10 Division 20, of the California Health & Safety Code; (3) enforcement of the Unfair Competition
11 Law, Business & Professions Code section 17200 et seq., as it relates to protection of the
12 environment and natural resources of the State of California; and (4) other environmental actions
13 that benefit the State and its citizens as determined by the Attorney General. Such funding may
14 be used for the costs of the Attorney General's investigation, filing fees and other court costs,
15 payment to expert witnesses and technical consultants, purchase of equipment, laboratory
16 analyses, personnel costs, travel costs, and other costs necessary to pursue environmental actions
17 investigated or initiated by the Attorney General for the benefit of the State of California and its
18 citizens.

19 28. If any payment required by this Consent Judgment is not received by the due date,
20 then interest thereon as specified in section 685.010 of the Code of Civil Procedure shall begin to
21 accrue as of the due date. Code of Civil Procedure section 1013, and the extensions provided for
22 therein, shall not apply to nor extend any deadline referred to in this Section or in the payment
23 provisions of this Consent Judgment.

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26 **V. ADDITIONAL PROVISIONS**

27 29. Claims Covered. This Consent Judgment is a full, final, and binding resolution
28 between the People, on the one hand, and Defendant and its successors and assigns ("Defendant

1 Releasees”), on the other hand, of any violations of the Jewelry Law that were asserted in the
2 Complaint against the Defendant based on the manufacturing, shipping, selling, offering for sale
3 or for promotional purposes, Covered Products prior to the Effective Date.

4 30. Enforcement. In an action to enforce this Consent Judgment, the People may seek
5 whatever fines, costs, attorneys’ fees, penalties or remedies are provided by law for failure to
6 comply with this Consent Judgment. Where said failure to comply constitutes a violation of law
7 independent of this Consent Judgment and/or the allegations in the Complaint concerning
8 Covered Products, the People are not limited to enforcement of this Consent Judgment, but may
9 seek in another action, subject to satisfaction of any procedural requirements, including notice
10 requirements, whatever fines, costs, attorneys’ fees, penalties or remedies are provided by law. In
11 any such other action, however, the requirements of this Consent Judgment shall not limit or
12 impair any defense, arising at law or in equity, that Defendant may assert; except that Defendant
13 shall not contest its obligation to comply with the terms of this Consent Judgment as set forth
14 herein in any proceeding to enforce this Consent Judgment. Nothing in this Consent Judgment is
15 intended to diminish the Department’s authority under the Jewelry Law or any other law.

16 31. Modification. This Consent Judgment may be modified from time to time by written
17 stipulation of the Parties and the Court’s entry of such stipulation. The Consent Judgment may
18 also be modified upon entry of an order of this Court in accordance with law. Grounds for
19 considering modification shall include any that are permitted by law, including that any part of
20 this Consent Judgment is or has become preempted by federal law or regulation. Before filing an
21 application with the Court for a modification to the Consent Judgment, the Parties shall meet and
22 confer to determine whether they can agree on the proposed modification. If a proposed
23 modification is agreed upon, then the parties will present the modification to the Court by means
24 of a stipulated modification to the Consent Judgment as set forth in the first sentence of this
25 paragraph.

26 32. Execution in Counterparts. This Consent Judgment may be executed in counterparts,
27 which taken together shall be deemed to constitute one and the same document.
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33. Entry of Consent Judgment. This Consent Judgment shall be binding and effective on the Effective Date, and the clerk is ordered to enter this Consent Judgment forthwith.

34. Approval of Consent Judgment. Within 60 days after all Parties have executed this Consent Judgment, the People shall file the Complaint and a Motion to Approve Consent Judgment with the Court, and take other reasonably necessary steps to obtain Court approval of the Consent Judgment. If this Consent Judgment is not entered by the Court, it shall be of no force or effect and shall not be introduced into evidence or otherwise used in any proceeding for any purpose.

IT IS SO STIPULATED.

Dated: _____

XAVIER BECERRA
Attorney General of California

SOMERSET PERRY
Deputy Attorney General
*For People of the State of California, ex rel.
Xavier Becerra, Attorney General*

Dated: _____

MEREDITH J. WILLIAMS
Acting Director, Department of Toxic
Substances Control

DYLAN CLARK
Senior Environmental Scientist, Supervisory
*For People of the State of California, ex rel.
Meredith J. Williams, Acting Director,
Department of Toxic Substances Control*

Dated: 3-25-2019

ANDREA AND PAULO CORP. DBA ANDREA BIJOUX



(Signature)

Jung S. Lee

(Print name)

CEO

(Print title)

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IT IS SO STIPULATED.

Dated: _____

XAVIER BECERRA
Attorney General of California

SOMERSET PERRY
Deputy Attorney General
*For People of the State of California, ex rel.
Xavier Becerra, Attorney General*

Dated: _____

MEREDITH J. WILLIAMS
Acting Director, Department of Toxic
Substances Control

DYLAN CLARK
Senior Environmental Scientist, Supervisory
*For People of the State of California, ex rel.
Meredith J. Williams, Acting Director,
Department of Toxic Substances Control*

Dated: _____

ANDREA AND PAULO CORP. DBA ANDREA BIJOUX

(Signature)

(Print name)

(Print title)

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ORDER

Good cause appearing, **IT IS SO ORDERED.**

Dated: _____, 2018

SUPERIOR COURT JUDGE

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EXHIBIT A

Company: Andrea and Paulo Corp. dba Andrea Bijoux

Covered Jewelry:

Description	UPC/Prod. Code
“Accessory” black hand necklace pendant	88010
“Fashion Jewelry” neon flower earrings	ER-A-120825
Gold hoop earrings	ER-A-120609