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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 **PEER JS, INC.**

21 Defendant.
22

Case No. _____

**STIPULATION AND [PROPOSED]
CONSENT JUDGMENT AS TO PEER JS,
INC.**

23 **I. INTRODUCTION**

- 24
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,
27 Attorney General (“Attorney General”), and ex rel. Meredith J. Williams, Acting
28 Director, Department of Toxic Substances Control (“Department”), and Defendant

1 Peer JS, Inc. (“Defendant”). The settling parties are referred to collectively as the
2 “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 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 at any facility where Defendant manufactures, ships,
9 sells, offers for sale or for promotional purposes, or stores Jewelry, for the purpose of monitoring
10 compliance with the Jewelry Law and with this Consent Judgment.

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

20 22. Compliance Verification (XRF Credit). In consideration for a reduction of the civil
21 penalty, Defendant shall verify compliance with the Jewelry Law of all Jewelry that it offers for
22 sale or uses for promotional purposes in California, as follows:

- 23 a. Defendant shall screen all of the components, as defined by the Metal-
24 Containing Jewelry Law at Health & Safety Code section 25214.1, in at least
25 one sample of each style of Jewelry for lead before offering it for sale in
26 California. If the Jewelry is Children’s Jewelry, Defendant shall also screen all
27 of the components in at least one sample of each style for cadmium before
28 offering it for sale in California.

1 civil penalties and partial reimbursement of the People’s costs and attorneys’ fees as set forth
2 below:

3 a. \$18,090 as a civil penalty for violations of the Jewelry Law pursuant to Health
4 and Safety Code section 25214.3. This reflects a reduction in the penalty amount by
5 \$10,000 pursuant to Paragraph 22.

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

8 c. \$6,681 as partial reimbursement of the Department’s investigation costs.

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

16 25. Payments under this Consent Judgment by Defendant, and any written election under
17 Paragraph 24 shall be made by certified check, payable to “Office of the California Attorney
18 General.” Each check shall bear on its face, “Jewelry Recoveries Fund, OK2017306447,” and be
19 sent to:

20 Sonia Ramos
21 Office of the Attorney General
22 1515 Clay St., 20th Floor
23 Post Office Box 70550
24 Oakland, CA 94612

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

27 a. 75% of funds paid as a civil penalty pursuant to the Jewelry Law shall be
28 deposited in the Toxic Substances Control Account, and the remaining 25% of such funds

1 shall be paid to the Attorney General to be used as provided in Paragraph 27 below.

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

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

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

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

24 [Intentionally left blank.]
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27 28. If any payment required by this Consent Judgment is not received by the due date,
28 then interest thereon as specified in section 685.010 of the Code of Civil Procedure shall begin to

1 accrue as of the due date. Code of Civil Procedure section 1013, and the extensions provided for
2 therein, shall not apply to nor extend any deadline referred to in this Section or in the payment
3 provisions of this Consent Judgment.

4 5 **V. ADDITIONAL PROVISIONS**

6 29. Claims Covered. This Consent Judgment is a full, final, and binding resolution
7 between the People, on the one hand, and Defendant and its successors and assigns (“Defendant
8 Releasees”), on the other hand, of any violations of the Jewelry Law that were asserted in the
9 Complaint against the Defendant based on the manufacturing, shipping, selling, offering for sale
10 or for promotional purposes, Covered Products prior to the Effective Date.

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

23 31. Modification. This Consent Judgment may be modified from time to time by written
24 stipulation of the Parties and the Court’s entry of such stipulation. The Consent Judgment may
25 also be modified upon entry of an order of this Court in accordance with law. Grounds for
26 considering modification shall include any that are permitted by law, including that any part of
27 this Consent Judgment is or has become preempted by federal law or regulation. Before filing an
28 application with the Court for a modification to the Consent Judgment, the Parties shall meet and

1 confer to determine whether they can agree on the proposed modification. If a proposed
2 modification is agreed upon, then the parties will present the modification to the Court by means
3 of a stipulated modification to the Consent Judgment as set forth in the first sentence of this
4 paragraph.

5 32. Execution in Counterparts. This Consent Judgment may be executed in counterparts,
6 which taken together shall be deemed to constitute one and the same document.

7 33. Entry of Consent Judgment. This Consent Judgment shall be binding and effective on
8 the Effective Date, and the clerk is ordered to enter this Consent Judgment forthwith.

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

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IT IS SO STIPULATED.

Dated: _____

XAVIER BECERRA
Attorney General of California

HARRISON POLLAK
Supervising 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*

*For People of the State of California, ex rel.
Meredith J. Williams, Acting Director,
Department of Toxic Substances Control*

Dated: _____

PEER JS, INC.

BY: _____
(Signature)

(Print name)

(Print title)

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IT IS SO STIPULATED.

Dated: _____

XAVIER BECERRA
Attorney General of California

HARRISON POLLAK
Supervising Deputy Attorney General
*For People of the State of California, ex rel.
Xavier Becerra, Attorney General*

Dated: 3/8/2019

~~BARBARA LEE~~ *Meredith J Williams*
Acting Director, Department of Toxic Substances
Control

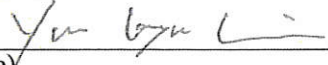

DYLAN CLARK
Senior Environmental Scientist, Supervisory
*For People of the State of California, ex rel.
Barbara Lee, Director, Department of Toxic
Substances Control*

Meredith Williams, Acting

*For People of the State of California, ex rel.
Barbara Lee, Director, Department of Toxic
Substances Control*

Dated: 1/10/2019

PEER JS, INC.

BY: 
(Signature)

Yoon Kyu KIM
(Print name)

President
(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: Peer JS, Inc.

Covered Jewelry:¹

Description	UPC
"Melody" metal hair clip with plastic heart and bow	Unknown
"Fashion Jewelry" drop down hair clip	Unknown
"Melody" pink necklace	NK0032
"Melody" pink fabric necklace	NK7780
"Melody" metal hair clip with 5-petal plastic flower	TC6641
"Melody" metal hair clip with cherries	Unknown
"Melody" hat earring set	ER20525P
"Melody" metal bracelet set	BK509
"Melody" metal hair clip with plastic teddy bear	Unknown
"Melody" metal hair clip with fabric petals	TCK0036P
"Melody" green fabric necklace with metal rainbow charm	NK7782
"Princess Collection" pearl bracelet, necklace, and earring set	Unknown
"Melody" metal hair clip with plastic bow and flower	Unknown

¹ The covered jewelry is listed in the same order as it was listed in the June 21, 2017, Notice of Violation.