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3					
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-	Attorneys for the People of the State of California	а,			
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				
12					
13					
14		Case No			
15	BECERRA, ATTORNEY GENERAL; AND	STIPULATION AND [PROPOSED] CONSENT JUDGMENT AS TO PEER JS.			
16	CALIFORNIA, EX REL. MEREDITH J.	INC.			
17	DEPARTMENT OF TOXIC SUBSTANCES CONTROL,				
18	Plaintiffs,				
19	v.				
20					
21	PEER JS, INC.				
22	Defendant.				
23					
	I. INTRODUCTION				
	1. This stipulation and proposed consen	t judgment ("Consent Judgment") is between			
	Plaintiffs, the People of the State of California ("People"), ex rel. Xavier Becerra,				
	Attorney General ("Attorney General"), and ex rel. Meredith J. Williams, Acting				
	Director, Department of Toxic Sul	ostances Control ("Department"), and Defendant			
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7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	E-mail: Harrison.Pollak@doj.ca.gov Attorneys for the People of the State of California, ex vel. Xavier Beeerra, Attorney General, and Meredith J. Williams, Acting Director, Dept. of Toxic Substances Control SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR THE COUNTY OF LOS ANGELES PEOPLE OF THE STATE OF CALIFORNIA, EX REL. XAVIER BECERRA, ATTORNEY GENERAL; AND PEOPLE OF THE STATE OF CALIFORNIA, EX REL. MEREDITH J. WILLIAMS, ACTING DIRECTOR, DEPARTMENT OF TOXIC SUBSTANCES CONTROL, Plaintiffs, v. PEER JS, INC. 1. This stipulation and proposed consent judgment ("Consent Judgment") is between Plaintiffs, the People of the State of California ("People"), ex rel. Xavier Becerra, Attorney General ("Attorney General"), and ex rel. Meredith J. Williams, Acting 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	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 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. <u>Reliance on Recent Testing</u> . Defendant shall prepare the certifications required in
24	Health and Safety Code section 25214.3.1, subdivision (b), based only upon Analytical Testing or
25	XRF Analysis results that are (i) less than 90 days old at the time the Defendant receives the
26	shipment of Jewelry from its supplier, or (ii) conducted by Defendant or by a certified laboratory
27	in the United States after Defendant has received the shipment from its supplier.
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1 19. <u>Metal Content Claims.</u> 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.

20. <u>Jewelry Inspections.</u> Defendant shall consent to having authorized representatives
from the Department conduct inspections at any facility where Defendant manufactures, ships,
sells, offers for sale or for promotional purposes, or stores Jewelry, for the purpose of monitoring
compliance with the Jewelry Law and with this Consent Judgment.

11 21. <u>Record Keeping</u>. 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. <u>Compliance Verification (XRF Credit)</u>. 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:

a. Defendant shall screen all of the components, as defined by the MetalContaining Jewelry Law at Health & Safety Code section 25214.1, in at least
one sample of each style of Jewelry for lead before offering it for sale in
California. If the Jewelry is Children's Jewelry, Defendant shall also screen all
of the components in at least one sample of each style for cadmium before
offering it for sale in California.

1	b. The screening shall be by Analytical Testing or by XRF Analysis by somebody
2	who has been trained in the use of XRF Analysis for this purpose. Defendant
3	can use its own XRF device, or arrange with a third party to conduct the
4	analysis.
5	c. Defendant shall return or dispose of any Jewelry that does not pass XRF
6	Analysis, unless it determines with Laboratory Analysis conducted after the
7	XRF Analysis that the Jewelry complies with the Jewelry Law.
8	d. Defendant shall keep detailed records of the compliance verification results.
9	For each Jewelry style, the records shall include a brief description of the item
10	and its identifying code (such as the UPC), the name and contact information of
11	the supplier, the date it was tested or screened by or for Defendant, a list of
12	components in the item that were screened, and whether each component passed
13	or failed.
14	e. Defendant shall submit quarterly reports for one year, and annual reports for two
15	years after that, to the Attorney General and to the Department. Each report
16	shall identify the total number of Jewelry items that were scanned, the number
17	of items that did not pass, and the names and contact information of suppliers of
18	any items that did not pass. Each report shall also attach evidence of the last
19	calibration or maintenance date for the device used for XRF Analysis if owned
20	by Defendant, or the name and contact information of the owner of the device
21	used for XRF Analysis if Defendant did not use its own device (for example, if
22	it rented). Quarterly reports are due January 31, March 31, July 31, and
23	September 31, with the first one due on whichever of these dates is 30 days or
24	more after the Effective Date. Annual reports are due for two years after the last
25	quarterly report is submitted, on the same date as the last quarterly report.
26	IV. PENALTIES AND COSTS
27 2	3. Defendant shall make a settlement payment in the total amount of \$27,771, which is
28 due with	in 10 calendar days after the Effective Date. The payment shall be allocated between

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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 1515 Clay St., 20th Floor
22	Post Office Box 70550 Oakland, CA 94612
23	26. The Attorney General shall collect the payments and distribute the payments for use
24	as follows:
25	a. 75% of funds paid as a civil penalty pursuant to the Jewelry Law shall be
26	deposited in the Toxic Substances Control Account, and the remaining 25% of such funds
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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
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accrue as of the due date. Code of Civil Procedure section 1013, and the extensions provided for
 therein, shall not apply to nor extend any deadline referred to in this Section or in the payment
 provisions of this Consent Judgment.

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## V. ADDITIONAL PROVISIONS

6 29. <u>Claims Covered.</u> 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.

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

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

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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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1	IT IS SO STIPULATED.	
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3	Dated:	XAVIER BECERRA
4		Attorney General of California
5		
6		HARRISON POLLAK
7		Supervising Deputy Attorney General For People of the State of California, ex rel.
8		Xavier Becerra, Attorney General
9		
10	Dated:	MEREDITH J. WILLIAMS Acting Director, Department of Toxic
11		Substances Control
12		
13		Dylan Clark
14		Senior Environmental Scientist, Supervisory
15		For People of the State of California, ex rel. Meredith J. Williams, Acting Director, Department of Toxic Substances Control
16		For People of the State of California, ex rel.
17 18		Meredith J. Williams, Acting Director, Department of Toxic Substances Control
19	Dated:	PEER JS, INC.
20		
21		<u>By:</u>
22		(Signature)
23		(Print name)
24		
25		(Print title)
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1	IT IS SO STIPULATED.	
2		
3	Dated:	XAVIER BECERRA
4		Attorney General of California
5		
6		
7		HARRISON POLLAK Supervising Deputy Attorney General
8		For People of the State of California, ex rel. Xavier Becerra, Attorney General
9		
10	Dated: 3/8/2019	BARBARA LEE Meredith J William
11		Achay Director, Department of Toxic Substances Control
12		$\bigcap$
13		Dy UM
14		DYLAN CLARK Senior Environmental Scientist, Supervisory
15	1 11 Williams	For People of the State of California, ex rel. Acting Barbara Lee, Director, Department of Toxic Substances Control
16	Mered.1h	Substances Control
17		For People of the State of California, ex rel. Barbara Lee, Director, Department of Toxic
18		Substances Control
19	Dated: 1/10/2019	PEER JS, INC.
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21		By: Von loom 1
22	· · · · · · · · · · · · · · · · · · ·	BY: You byn (
23		(Signature) <u>Yoon Kyu KIM</u> (Print name) <u>President</u> (Print title)
24		Drect dent
25		(Print title)
26		
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1	ORDER			
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3	Good cause ap	pearing, IT IS SO OF	DERED.	
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1	EXHIBIT A			
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3	Company: Peer JS, Inc.			
4	Covered Jewelry: <sup>1</sup>			
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6	Description	UPC		
	"Melody" metal hair clip with plastic			
7	heart and bow	Unknown		
8	"Fashion Jewelry" drop down hair clip	Unknown		
0	"Melody" pink necklace	NK0032		
9	"Melody" pink fabric necklace	NK7780		
10	"Melody" metal hair clip with 5-petal			
10	plastic flower	TC6641		
11	"Melody" metal hair clip with cherries	Unknown		
	"Melody" hat earring set	ER20525P		
12	"Melody" metal bracelet set	BK509		
13	"Melody" metal hair clip with plastic			
15	teddy bear	Unknown		
14	"Melody" metal hair clip with fabric			
	petals	ТСКООЗ6Р		
15	"Melody" green fabric necklace with metal rainbow charm	NK7782		
16	"Princess Collection" pearl bracelet,			
10	necklace, and earring set	Unknown		
17	"Melody" metal hair clip with plastic			
10	bow and flower	Unknown		
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27	<sup>1</sup> The covered jewelry is listed in	the same order as it was listed in	the June 21 2017	
28	Notice of Violation.	the same order as it was listed iii	uic Juiic 21, 2017,	