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

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

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12 LOS ANGELES SUPERIOR COURT

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15 **PEOPLE OF THE STATE OF**  
16 **CALIFORNIA, EX REL. XAVIER**  
17 **BECCERRA, ATTORNEY GENERAL; AND**  
18 **PEOPLE OF THE STATE OF**  
19 **CALIFORNIA, EX REL. MEREDITH J.**  
20 **WILLIAMS, ACTING DIRECTOR,**  
21 **DEPARTMENT OF TOXIC SUBSTANCES**  
22 **CONTROL,**

23 Plaintiffs,

24 v.

25 **OBEDEDUM INC. DBA SUN'S TRADING**  
26 **CO.,**

27 Defendant  
28

Case No. \_\_\_\_\_

**STIPULATION AND [PROPOSED]  
CONSENT JUDGMENT AS TO  
OBEDEDUM, INC. dba SUN'S TRADING  
CO.**

1 **I. INTRODUCTION**

2 1. This stipulation and proposed consent judgment (“Consent Judgment”) is between  
3 Plaintiffs, the People of the State of California (“People”), ex rel. Xavier Becerra, Attorney  
4 General (“Attorney General”), and ex rel. Meredith J. Williams, Acting Director, Department of  
5 Toxic Substances Control (“Department”), and Defendant Obededum, Inc. dba Sun’s Trading Co.  
6 (“Defendant”). The settling parties are referred to collectively as the “Parties.”

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

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

16 **II. DEFINITIONS**

17 4. The term “Analytical Testing” shall refer to testing for the presence of lead or other  
18 materials using the test methods and procedures set forth in Health and Safety Code sections  
19 25214.4 and 25214.4.1.

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

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

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

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

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



1 shipment of Jewelry from its supplier, or (ii) conducted by Defendant or by a certified laboratory  
2 in the United States after Defendant has received the shipment from its supplier.

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

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

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

22 22. Compliance Verification (XRF Credit). In consideration for a reduction of the civil  
23 penalty, Defendant shall verify compliance with the Jewelry Law at their United States locations  
24 where they manufacture, ship, sell, offer for sale or for promotional purposes Jewelry for retail  
25 sale in California, as follows:

- 26 a. For each shipment of Jewelry Defendant receives, Defendant shall screen all of  
27 the materials in at least one sample of each style of jewelry in the shipment for  
28 lead and, if it is Children’s Jewelry, cadmium, before offering the jewelry for

1 sale in California. The screening shall be by Analytical Testing or by XRF  
2 Analysis by somebody who has been trained in the use of XRF Analysis for this  
3 purpose. Defendant can use its own XRF device, or arrange with a third party to  
4 conduct the analysis.

- 5 b. 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 c. Defendant shall keep detailed records of the compliance verification results. For  
9 each Jewelry style, the records should include a brief description of the item and  
10 its identifying code (such as the UPC), the name of the supplier, the date it was  
11 tested or screened by or for Defendant, a list of materials and/or components in  
12 the item that were screened, and whether each material and/or component passed  
13 or failed.
- 14 d. 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 of suppliers of any items that did not  
18 pass. Each report shall also attach evidence of the last calibration or  
19 maintenance date for the device used for XRF Analysis if owned by Defendant,  
20 or the name and contact information of the owner of the device used for XRF  
21 Analysis if Defendant did not use its own device (for example, if it rented).  
22 Quarterly reports are due January 31, March 31, July 31, and September 31,  
23 with the first one due on whichever of these dates is 30 days or more after the  
24 Effective Date. Annual reports are due for two years after the last quarterly  
25 report is submitted, on the same date as the last quarterly report.

#### 26 **IV. PENALTIES AND COSTS**

27 23. Defendant shall make a settlement payment in the total amount of \$20,000, which is  
28 due within 10 calendar days after the Effective Date. The payment shall be allocated between

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

3 a. \$14,096 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. \$2,904 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 Subsections 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 28. If any payment required by this Consent Judgment is not received by the due date,  
25 then interest thereon as specified in section 685.010 of the Code of Civil Procedure shall begin to  
26 accrue as of the due date. Code of Civil Procedure section 1013, and the extensions provided for  
27 therein, shall not apply to nor extend any deadline referred to in this Section or in the payment  
28 provisions of this Consent Judgment.

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**V. ADDITIONAL PROVISIONS**

29. Claims Covered. This Consent Judgment is a full, final, and binding resolution between the People, on the one hand, and Defendant and its successors and assigns (“Defendant Releasees”), on the other hand, of any violations of the Jewelry Law that were asserted in the Complaint against the Defendant based on the manufacturing, shipping, selling, offering for sale 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 whatever fines, costs, attorneys’ fees, penalties or remedies are provided by law for failure to comply with this Consent Judgment. Where said failure to comply constitutes a violation of law independent of this Consent Judgment and/or the allegations in the Complaint concerning Covered Products, the People are not limited to enforcement of this Consent Judgment, but may seek in another action, subject to satisfaction of any procedural requirements, including notice requirements, whatever fines, costs, attorneys’ fees, penalties or remedies are provided by law. In any such other action, however, the requirements of this Consent Judgment shall not limit or impair any defense, arising at law or in equity, that Defendant may assert; except that Defendant shall not contest its obligation to comply with the terms of this Consent Judgment as set forth herein in any proceeding to enforce this Consent Judgment. Nothing in this Consent Judgment is intended to diminish the Department’s authority under the Jewelry Law or any other law.

31. Modification. 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 confer to determine whether they can agree on the proposed modification. If a proposed modification is agreed upon, then the parties will present the modification to the Court by means



1 of a stipulated modification to the Consent Judgment as set forth in the first sentence of this  
2 paragraph.

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

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

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

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**IT IS SO STIPULATED.**

Dated: \_\_\_\_\_

XAVIER BECERRA  
Attorney General of California

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

Dated: \_\_\_\_\_, 2018

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: \_\_\_\_\_, 2018

OBEDEDUM, INC. DBA SUN'S TRADING CO.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print name)

\_\_\_\_\_  
(Print title)

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**ORDER**

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

Dated: \_\_\_\_\_, 2019

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SUPERIOR COURT JUDGE

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IT IS SO STIPULATED.

Dated: \_\_\_\_\_

XAVIER BECERRA  
Attorney General of California

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

Dated: 3/8/2019, ~~2018~~

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: \_\_\_\_\_, 2018

2/8/2019

OBEDEDUM, INC. DBA SUN'S TRADING CO.

\_\_\_\_\_  
(Signature)

Kimberly Chang  
\_\_\_\_\_  
(Print name)

President  
\_\_\_\_\_  
(Print title)

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**EXHIBIT A**

Company: Obededum, Inc. dba Sun's Trading Co.

Covered Jewelry:

Description	UPC
"Kimberly C" happy face hair tie	RB2201
"Fashion Jewelry" miniature silver colored metal hair clips with glass gems	JC592
Black elastic headband with double fabric flowers and plastic imitation stamen	none found
Large fabric and tulle flower hair clip with plastic imitation stamen beads	none found