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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 FOR THE COUNTY OF LOS ANGELES

10 APS&EE, LLC, a limited liability company, )  
11 Plaintiff, )

12 v. )

13 BOOHOO.COM USA, INC., a corporation, )  
14 BOOHOO GROUP PLC, a corporation, )  
15 BOOHOO.COM PLC, a corporation, )  
16 BOOHOO.COM USA LIMITED, a )  
17 corporation, PRETTYLITTLETHING.COM )  
18 USA INC., a corporation, )  
19 PRETTYLITTLETHING.COM LTD, a )  
20 corporation, and DOES 1 through 100, )  
21 inclusive, )

22 Defendants. )

CASE NO. 19STCV20235

**[PROPOSED] CONSENT JUDGMENT**

Judge: Hon. Terry Green  
Dept.: 14  
Compl. Filed: June 10, 2019

Unlimited Jurisdiction

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1 **1. RECITALS**

2 **1.1 The Parties**

3 **1.1.1** This Consent Judgment is entered into by and between APS&EE, LLC  
4 (“Plaintiff”), on the one hand, and Boohoo.com USA, Inc. (“Boohoo”) and  
5 PrettyLittleThing.com USA Inc. (“PLT”, and collectively with Boohoo, the “Defendants”), on  
6 the other hand. Plaintiff and Defendants shall hereinafter collectively be referred to as the  
7 “Parties”.

8 **1.1.2** Plaintiff is an organization based in California with an interest in  
9 protecting the environment, improving human health and the health of ecosystems, and  
10 supporting environmentally sound practices, which includes promoting awareness of exposure to  
11 toxic chemicals and reducing exposure to hazardous substances found in consumer products.

12 **1.1.3** Plaintiff alleges that each Defendant is a person in the course of doing  
13 business as the term is defined in California *Health & Safety Code* section 25249.6 et seq.  
14 (“Proposition 65”).

15 **1.2 Allegations**

16 **1.2.1** Plaintiff alleges that Defendants sold purses, bags (including backpacks,  
17 bum bags, fanny packs), clutches, and wallets, including but not limited to Boohoo red paneled  
18 envelope clutch CH1065231, Boohoo black manbag QGT-M1680, and PLT red lion bum bag  
19 CLX0502/37/48 (hereinafter collectively the “Products”) in the State of California causing users  
20 in California to be exposed to unsafe levels of DEHP and/or DINP without providing “clear and  
21 reasonable warnings”, in violation of Proposition 65. DEHP and DINP are potentially subject to  
22 Proposition 65 warning requirements because DEHP is listed by the State of California as known  
23 to cause cancer and reproductive toxicity, and DINP is listed as known to cause cancer.

24 **1.2.2** On December 23, 2018, Plaintiff provided Sixty-Day Notices of Violation  
25 (the “Notices”) to Defendants, as well as Boohoo Group PLC, Boohoo.com PLC, Boohoo.com  
26 USA Limited, PrettyLittleThing.com Ltd, and the various public enforcement agencies regarding  
27 the alleged violation of Proposition 65 with respect to the Products. On June 10, 2019, Plaintiff  
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1 filed the instant action (“Complaint”) in the Superior Court for the County of Los Angeles,  
2 alleging violations of Proposition 65.

3 **1.3 No Admissions**

4 Defendants deny all allegations in Plaintiff’s Notices and maintain that the Products have  
5 been, and are, in compliance with all laws, and that Defendants have not violated Proposition 65.  
6 This Consent Judgment shall not be construed as an admission of liability by Defendants but to  
7 the contrary as a compromise of claims that are expressly contested and denied. However,  
8 nothing in this section shall affect the Parties’ obligations, duties, and responsibilities under this  
9 Consent Judgment.

10 **1.4 Compromise**

11 The Parties enter into this Consent Judgment in order to resolve the controversy  
12 described above in a manner consistent with prior Proposition 65 settlements and consent  
13 judgments that were entered in the public interest and to avoid prolonged and costly litigation  
14 between them.

15 **1.5 Jurisdiction And Venue**

16 For purposes of this Consent Judgment only, the Parties stipulate that the above-entitled  
17 Court has jurisdiction over Defendants as to the allegations in the Complaint, that venue is  
18 proper in Los Angeles County, and that this Court has jurisdiction to enter and enforce the  
19 provisions of this Consent Judgment pursuant to California Code of Civil Procedure (“CCP”)  
20 § 664.6 and Proposition 65.

21 **1.6 Effective Date**

22 The “Effective Date” shall be the date this Consent Judgment is approved and entered by  
23 the Court.

24 **2. INJUNCTIVE RELIEF AND REFORMULATION**

25 **2.1 Reformulation**

26 Commencing on March 31, 2020 and continuing thereafter, Defendants shall not  
27 distribute, sell or offer for sale the Products in California unless (a) the accessible components of  
28 the Products contain no more than 1,000 parts per million (0.1%) of DEHP or DINP

1 (“Reformulated Product”), or (b) the Product is distributed, sold, or offered for sale with a clear  
2 and reasonable warning as described below in Section 2.2.

## 3 **2.2 Clear And Reasonable Warnings**

4 **2.2.1** For any Products that are not Reformulated Products, such Products shall  
5 be accompanied by a clear and reasonable warning. Defendants shall use a warning with the  
6 capitalized and emboldened wording substantially similar to the following:

7 **WARNING:** This product can expose you to chemicals including DEHP [and/or  
8 DINP] which is known to the State of California to cause cancer  
9 and birth defects or other reproductive harm. For more information  
go to [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

10 The warning shall be accompanied by a symbol consisting of a black exclamation point  
11 in a yellow equilateral triangle with a bold black outline. Where the label for the product is not  
12 printed using the color yellow, the symbol may be printed in black and white. The symbol shall  
13 be placed to the left of the text of the warning, in a size no smaller than the height of the word  
14 “WARNING”. In the alternative, Defendant may use the short-form warning contemplated by  
15 Section 25603, Article 6, Title 27 of the California Code of Regulations for on-product warnings.

16 **2.2.2** Each unit shall carry said warning directly on each unit or its label or  
17 package, with such conspicuousness as compared with other words, statements or designs as to  
18 render it likely to be read and understood by an ordinary consumer prior to sale. A Product that is  
19 sold by a Defendant on the internet shall also provide the warning message by a clearly marked  
20 hyperlink on the product display page, or otherwise prominently displayed to the purchaser  
21 before the purchaser completes his or her purchase of the Product. For Products that a Defendant  
22 provides for another entity to sell on the internet, Defendant shall include an instruction that the  
23 retailer comply with the warning requirements of this section.

## 24 **3. PAYMENTS**

### 25 **3.1 Civil Penalty Pursuant To Proposition 65**

26 In settlement of all claims referred to in this Consent Judgment, Defendants shall  
27 collectively pay a total civil penalty of seven thousand dollars (\$7,000.00) to be apportioned in  
28 accordance with *Health and Safety Code* section 25249.12(c)(1) and (d), with 75% (\$5,250.00)



1 for State of California Office of Environmental Health Hazard Assessment (“OEHHA”), and the  
2 remaining 25% (\$1,750.00) for Plaintiff.

3 Defendants shall issue two (2) checks for the civil penalty: (1) a check or money order  
4 made payable to “OEHHA” in the amount of \$5,250.00; and (2) a check or money order made  
5 payable to “Law Offices of Lucas T. Novak” in the amount of \$1,750.00. Defendants shall remit  
6 the payments within five (5) business days of the Effective Date, to:

7 Lucas T. Novak, Esq.  
8 LAW OFFICES OF LUCAS T. NOVAK  
9 8335 W Sunset Blvd., Suite 217  
10 Los Angeles, CA 90069

### 11 **3.2 Reimbursement Of Plaintiff’s Fees And Costs**

12 Defendants shall collectively reimburse Plaintiff’s experts’ and attorney’s fees and costs  
13 incurred in prosecuting the instant action, for all work performed through entry of this Consent  
14 Judgment. Accordingly, Defendants shall issue a check or money order made payable to “Law  
15 Offices of Lucas T. Novak” in the amount of twenty-five thousand dollars (\$25,000.00).

16 Defendants shall remit the payment within five (5) business days of the Effective Date, to:

17 Lucas T. Novak, Esq.  
18 LAW OFFICES OF LUCAS T. NOVAK  
19 8335 W Sunset Blvd., Suite 217  
20 Los Angeles, CA 90069

## 21 **4. RELEASES**

### 22 **4.1 Plaintiff’s Release Of Defendants**

23 Plaintiff, acting in its individual capacity and in the public interest, in consideration of the  
24 promises and monetary payments contained herein, hereby releases Defendants, their parents,  
25 subsidiaries, shareholders, directors, members, officers, employees, attorneys, successors and  
26 assignees, including Boohoo Group PLC, Boohoo.com PLC, Boohoo.com USA Limited, and  
27 PrettyLittleThing.com Ltd, as well as their downstream distributors, retailers, and customers  
28 (collectively “Releasees”), from any alleged Proposition 65 violation claims asserted in  
Plaintiff’s Notices and/or Complaint regarding failure to warn about exposure to DEHP or DINP  
from the Products sold or distributed by Defendants before and up to March 31, 2020.

1           **4.2 Defendants' Release Of Plaintiff**

2           Defendants, and on behalf of the Releasees, by this Consent Judgment, waive all rights to  
3 institute any form of legal action against Plaintiff, its shareholders, directors, members, officers,  
4 employees, attorneys, experts, successors and assignees for actions or statements made or  
5 undertaken, whether in the course of investigating claims or seeking enforcement of Proposition  
6 65 against Defendants in this matter. If any Releasee should institute any such action, then  
7 Plaintiff's release of said Releasee in this Consent Judgment shall be rendered void and  
8 unenforceable.

9           **4.3 Waiver Of Unknown Claims**

10          Each of the Parties acknowledges that it is familiar with Section 1542 of California Civil  
11 Code which provides as follows:

12           “A general release does not extend to claims that the creditor or releasing party  
13 does not know or suspect to exist in his or her favor at the time of executing the  
14 release and that, if known by him or her, would have materially affected his or her  
15 settlement with the debtor or released party.”

16          Each of the Parties waives and relinquishes any right or benefit it has or may have under  
17 Section 1542 of California Civil Code or any similar provision under the statutory or non-  
18 statutory law of any other jurisdiction to the full extent that it may lawfully waive all such rights  
19 and benefits. The Parties acknowledge that each may subsequently discover facts in addition to,  
20 or different from, those that it believes to be true with respect to the claims released herein. The  
21 Parties agree that this Consent Judgment and the releases contained herein shall be and remain  
22 effective in all respects notwithstanding the discovery of such additional or different facts.

23          **5. COURT APPROVAL**

24          Upon execution of this Consent Judgment by all Parties, Plaintiff shall file a noticed  
25 Motion for Approval and Entry of Consent Judgment in the above-entitled Court. This Consent  
26 Judgment is not effective until it is approved and entered by the Court. It is the intention of the  
27 Parties that the Court approve this Consent Judgment, and in furtherance of obtaining such  
28 approval, the Parties and their respective counsel agree to mutually employ their best efforts to

1 support the entry of this agreement in a timely manner, including cooperating on drafting and  
2 filing any papers in support of the required motion for judicial approval.

3 **6. SEVERABILITY**

4 Should any part or provision of this Consent Judgment for any reason be declared by a  
5 Court to be invalid, void or unenforceable, the remaining portions and provisions shall continue  
6 in full force and effect.

7 **7. GOVERNING LAW**

8 The terms of this Consent Judgment shall be governed by the laws of the State of  
9 California.

10 **8. NOTICE**

11 All correspondence and notice required to be provided under this Consent Judgment shall  
12 be in writing and delivered personally or sent by first class or certified mail addressed as follows:

13 **TO BOOHOO:**

14 Angela Levin  
15 Troutman Sanders LLP  
16 580 California Street, Suite 1100  
17 San Francisco, CA 94104  
18 (415) 477-5787  
19 Anthony Farrell & Sarah Petrie  
20 Boohoo.com  
21 49-51 Dale Street  
22 Manchester  
M1 2HF

**TO PLAINTIFF:**

Lucas T. Novak, Esq.  
Law Offices of Lucas T. Novak  
8335 W Sunset Blvd., Suite 217  
Los Angeles, CA 90069

23 **TO PRETTYLITTLETHING:**

24 Angela Levin  
25 Troutman Sanders LLP  
26 580 California Street, Suite 1100  
27 San Francisco, CA 94104  
28

1 (415) 477-5787

2 Anthony Farrell & Sarah Petrie

3 Boohoo.com

4 49-51 Dale Street

5 Manchester

6 M1 2HF

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8 **9. INTEGRATION**

9 This Consent Judgment constitutes the entire agreement between the parties with respect  
10 to the subject matter hereof and may not be amended or modified except in writing.

11 **10. COUNTERPARTS**

12 This Consent Judgment may be executed in counterparts, each of which shall be deemed  
13 an original, and all of which, when taken together, shall constitute the same document. Execution  
14 and delivery of this Consent Judgment by e-mail, facsimile, or other electronic means shall  
15 constitute legal and binding execution and delivery. Any photocopy of the executed Consent  
16 Judgment shall have the same force and effect as the originals.

17 **11. AUTHORIZATION**

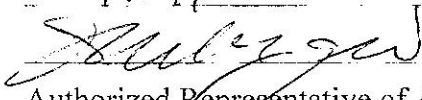
18 The undersigned are authorized to execute this Consent Judgment on behalf of their  
19 respective Parties. Each Party has read, understood, and agrees to all of the terms and conditions  
20 of this Consent Judgment. Each Party warrants to the other that it is free to enter into this  
21 Consent Judgment and is not subject to any conflicting obligation that will or might prevent or  
22 interfere with the execution or performance of this Consent Judgment by said Party.

23 **AGREED TO:**

24 Date:

9/24/19

25 By:



Authorized Representative of APS&EE, LLC

27 **AGREED TO:**

28 Date:

23.09.2019

JOHN LITTLE, CEO.



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By: \_\_\_\_\_  
Authorized Representative of Boohoo.com USA, Inc.

**AGREED TO:**

Date: \_\_\_\_\_ 23.09.2019

By: \_\_\_\_\_ JOHN LITTLE, CEO  
Authorized Representative of PrettyLittleThing.com USA Inc.

**IT IS SO ORDERED.**

Dated: \_\_\_\_\_  
\_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT