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9 Attorneys for Plaintiff
JAY EPPS

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO
UNLIMITED CIVIL JURISDICTION

JAY EPPS,
Plaintiff,
v.
SHEIN US SERVICES, LLC,
Defendant.

Case No. CGC-24-611597

[PROPOSED] CONSENT JUDGMENT

(Health & Safety Code §25249.6, *et seq.* and
Code of Civil Procedure §664.6)

1 **1. INTRODUCTION**

2 **1.1 Parties**

3 This Consent Judgment is entered into by and between plaintiff Jay Epps (“Epps” or
4 “Plaintiff”) and defendant Shein US Services, LLC, (“Shein” or “Defendant”), with Epps and
5 Shein each referred to individually as a “Party” and collectively as the “Parties.”

6 **1.2 Plaintiff**

7 Plaintiff is a resident of the State of California who seeks to promote awareness of
8 exposures to toxic chemicals, and to improve human health by reducing or eliminating harmful
9 substances contained in consumer products.

10 **1.3 Defendant**

11 Plaintiff alleges that Shein is a person in the course of doing business for purposes of the
12 Safe Drinking Water and Toxic Enforcement Act of 1986, California Health & Safety Code
13 §25249.5, *et seq.* (Proposition 65). For the purposes of this Consent Judgment only, Shein does
14 not dispute that it is a business subject to the requirements of Proposition 65.

15 **1.4 General Allegations**

16 Plaintiff alleges that Shein imports, sells and/or distributes for sale in California certain
17 solder wire and fishing sinkers containing lead, and that it does so without providing the health
18 hazard warning that Plaintiff alleges is required by Proposition 65. Lead is listed pursuant to
19 Proposition 65 as a chemical known to the State of California to cause cancer and birth defects or
20 other reproductive harm.

21 **1.5 Product Description**

22 The products covered by this Consent Judgment specifically include soldering wire
23 (including kits containing such wires) and fishing sinkers (including kits containing such sinkers)
24 that contain lead and are offered for sale on us.shein.com to consumers in California (hereinafter
25 referred to as the “Product” or “Products”).

26 **1.6 Notice of Violation**

27 On October 31, 2023, Epps alleges that he served Shein and requisite public enforcement
28 agencies with a 60-Day Notice of Violation (hereinafter referred to as the “the Notice”), alleging

1 that Shein violated Proposition 65 when it failed to warn consumers in California that solder wire
2 and certain fishing sinkers and weights offered for sale on us.shein.com to consumers in California
3 contain and expose users to lead. To the best of the Parties' knowledge, no public enforcer has
4 commenced or is diligently prosecuting the allegations set forth in the Notice.

5 **1.7 Complaint**

6 On January 12, 2024, Epps commenced the instant action, naming Shein for the alleged
7 violations of Proposition 65 (herein referred to as "the Complaint" or "Action"). Defendant filed
8 its Answer in June 2024.

9 **1.8 No Admission**

10 Shein denies all material, factual and legal allegations contained in the Notice and
11 Complaint and maintains that all Products that were sold and distributed in California have been
12 and are in compliance with all laws and further contends that it has no obligations under
13 Proposition 65 to provide warnings on any third-party sellers' Products. Nothing in this Consent
14 Judgment shall be construed as an admission by Shein of any fact, finding, issue of law or
15 violation of Proposition 65 or any other law; nor shall compliance with this Consent Judgment
16 constitute or be construed as an admission by Shein of any fact, finding, conclusion, issue of law
17 or violation of Proposition 65 or any other law. This Section 1.8 shall not, however, diminish or
18 otherwise affect the obligations, responsibilities, and duties under this Consent Judgment.

19 **1.9 Jurisdiction**

20 For purposes of this Consent Judgment only, the Parties stipulate that this Court has
21 jurisdiction over Shein as to the allegations contained in the Complaint, that venue is proper in the
22 County of San Francisco, and that the Court has jurisdiction to enter and enforce the provisions of
23 this Consent Judgment pursuant to law including Proposition 65 and Code of Civil Procedure
24 §664.6.

25 **1.10 Effective and Compliance Date**

26 For purposes of this Consent Judgment, the term "Effective Date" shall mean the date this
27 Consent Judgment is entered by the Court. For purposes of this Consent Judgment, the term
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1 “Compliance Date” shall mean one hundred and twenty (120) calendar days after the Effective
2 Date.

3 **2. INJUNCTIVE RELIEF: REFORMULATION OR WARNINGS**

4 **2.1 Injunctive Relief**

5 Pursuant to the terms set forth below, with respect to Products sold in California that do not
6 have a clear and reasonable Proposition 65 warning (as defined herein) by the Compliance Date,
7 Shein agrees to require any person or entity offering for sale or selling Products on us.shein.com
8 (“Third-Party Sellers”) that are shipped to a California address either to: (1) reformulate the
9 Products, as set forth in Section 2.2 below; or (2) provide a clear and reasonable warning on the
10 label of Products sold or shipped to a California address that complies with the requirements of
11 Cal. Code Regs. Tit. 27, §25601 *et seq.* Shein further agrees, at its option, either to: (3) require
12 Third-Party Sellers offering for sale or selling non-Reformulated Products on us.shein.com that
13 are shipped to a California address to provide a clear and reasonable Proposition 65 warning for
14 the non-Reformulated Products, as set forth in Section 2.3 below, or Shein will provide such a
15 clear and reasonable warning for the non-Reformulated Products, as set forth in Section 2.3 below;
16 or (4) cease selling the non-Reformulated Products in California or prohibit the shipment of non-
17 Reformulated Products to California addresses with regard to non-Reformulated Products sold on
18 us.shein.com. The Parties understand and agree that some non-Reformulated Products may appear
19 on us.shein.com that contain no warning but are not able to be shipped to California addresses (so
20 sales cannot be completed) and, by extension, such specific non-Reformulated Products comply
21 with this Section 2.1.

22 **2.2 Reformulation Standards**

23 A “Reformulated Product” (sometimes referred to as “Lead Free”) is a Product which: (a)
24 contains lead in concentrations that do not exceed 90 parts per million, equivalent to 0.009%, in
25 any exterior parts analyzed pursuant to U.S. Environmental Protection Agency (EPA)
26 methodologies 3050B and 6010B; or (b) yields a result of no more than 1.0 micrograms of lead
27 when sampled according to NIOSH 9100 protocol and analyzed according to EPA 6010B. In
28 addition to the above tests, Shein may use equivalent methods utilized or approved by any

1 California or federal agency to determine lead content in a solid substance or the amount of the
2 bioavailability of the toxicant through a wipe test, respectively.

3 **2.3 Clear and Reasonable Warnings**

4 On or before the Compliance Date, with regard to Products sold on us.shein.com which are
5 not Reformulated Products, as described in Section 2.2 above, Shein shall at its option for each of
6 the Products either (1) request and require any vendors of a Product it sells on us.shein.com to
7 provide: (a) a clear and reasonable warning on the Product packaging in accordance with Cal.
8 Code Regs., tit. 27, §25600; and (b) a clear and reasonable warning on us.shein.com for Products
9 that are not Reformulated Products, offered for sale on us.shein.com, and shipped to a California
10 address, or Shein will provide such a clear and reasonable warning on us.shein.com for such non-
11 Reformulated Products; or (2) cease selling the Product in California or prohibit the Product from
12 being shipped to California addresses with regard to Products sold on us.shein.com.


13 **(a) Warning.** The warning shall consist of the following or other allowed safe
14 harbor language that is in compliance with Proposition 65 (Warning):

15 **⚠ WARNING:** This product can expose you to chemicals including lead, which
16 is known to the State of California to cause cancer and birth
17 defects or other reproductive harm. For more information go to
18 www.P65Warnings.ca.gov.

19 **(b) Short-Form Warning.** Products sold on us.shein.com may use the
20 following short-form warning as set forth in this Section 2.3 (Short-Form Warning) or other
21 allowed safe harbor language that is in compliance with Proposition 65 (Warning):

22 **⚠ WARNING:** Cancer and Reproductive Harm – www.P65Warnings.ca.gov

23 For any of the Products that are not Reformulated Products pursuant to Section 2.2 and are
24 offered for sale on us.shein.com to California consumers after the Compliance Date, such online
25 Product listings shall contain a Warning or Short-Form Warning (as set forth above) which is
26 displayed to the purchaser prior to completion of the transaction without requiring the potential
27 buyer to use considerable effort to be made aware of the health hazard advisory (e.g., clearly
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1 marked if the warning needs to be clicked for the potential purchasers to read the requisite
2 warning). The warning or a clearly and reasonably marked hyperlink to the warning using the
3 signal word “**Warning**” or “**Product Warning**” given in conjunction with the online sale of the
4 Products may appear either: (a) prominently placed on a webpage in which the Product’s
5 photograph, price, or “add to cart” section are displayed; (b) on the same webpage as the order
6 form for the Product; or (c) on any webpage displayed to the purchaser during the checkout process
7 and prior to its completion for any purchaser with a California shipping address. The symbol “”
8 may be placed adjacent to the signal word. The internet warning may use the Short-Form Warning
9 content described in subsection 2.3(b). Compliance with this Section 2.3 shall be conclusive that
10 such warnings are clear and reasonable under Proposition 65 for the Products.

11 **2.4 Foreign Language Requirement**

12 Shein shall comply with the requirements set forth in 27 California Code of Regulations
13 §25602(d) if and to the extent it applies to any sale of any of the Products to any purchaser with a
14 California shipping address.

15 **2.5 Option to Delist**

16 On or before the Compliance Date, Shein may, at its option, comply with the injunctive
17 commitments set forth in Section 2.3 above by delisting a Product from us.shein.com such that the
18 item is then unavailable for online sale for shipment to an address in California. If it does so, the
19 previously delisted Product may be reinstated for sale online to California consumers if it
20 complies with Sections 2.1 through 2.4 prior to the date of such relisting.

21 **2.6 Right to Cure (No Assignment or Transfer of Claims)**

22 As of the time of this Consent Judgment, neither Plaintiff nor his counsel has any specific
23 knowledge of the presence of any other Products sold on us.shein.com that, in his opinion, fails to
24 comply with Proposition 65’s warning requirements, other than those previously disclosed to
25 Shein. Plaintiff represents and warrant that neither he nor his agents or attorneys have assigned or
26 otherwise transferred, or attempted to assign, or transfer, any claim or claims against Shein.
27 Plaintiff further warrants that neither he nor his agents or attorneys are aware of any other
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1 potential private enforcer or attorney who intends to bring litigation based on the subject matter of
2 the Consent Judgment.

3 To the extent Plaintiff identifies any Product in the future, which he believes is not in
4 compliance with this Consent Judgment, Plaintiff agrees to advise Shein of such potential
5 violation in the manner set forth in Section 8, and provide Shein with 45 calendar days (calculated
6 from the date written notice is provided electronically) to cure any alleged violation, including by
7 providing a Proposition 65 warning in the manner described in Section 2.3 above, or taking action
8 to ensure that the Product is not sold to any purchaser with a shipping address in California. Such
9 notice to Shein shall contain information sufficient for Shein to identify the Product and the
10 Product's seller, which shall include the Item ID (ID), the name of the Product, the seller of the
11 Product, as well as a screenshot of the Product's online listing. If the alleged non-compliance is
12 cured within the 45 calendar days, then Shein shall not be deemed in breach or violation of
13 Proposition 65 or this Consent Judgment in any respect. Plaintiff shall take no further action to
14 enforce Proposition 65 or this Consent Judgment, Plaintiff shall not be entitled to seek or recover
15 any civil penalties, and Plaintiff and his counsel shall not be entitled to seek or recover any
16 attorneys' fees or costs, or any other available remedies arising from or relating to the alleged
17 failure to comply with Proposition 65 or the terms of this Consent Judgment, and the matter shall
18 be deemed to be resolved by and between Shein and Plaintiff as to such Products. If, however, the
19 alleged non-compliance is not cured within the 45 calendar days, then Plaintiff reserves the right to
20 seek additional civil penalties, reimbursement of reasonable attorney's fees, and any other
21 available remedies arising from or related to notice of noncompliance associated with Products
22 covered by the Consent Judgment or any other Product.

23 **3. MONETARY SETTLEMENT TERMS**

24 **3.1 Civil Penalty Payments**

25 Pursuant to Health and Safety Code §25249.7(b), and in settlement of all claims referred to
26 in the Notices, Complaint, Action and this Consent Judgment, Shein agrees to pay a total of
27 \$150,000 in civil fines. Such civil penalty payment will be allocated according to California Health
28 & Safety Code §25249.12(c)(1) and (d), with seventy-five percent (75%) of the penalty paid to the

1 California Office of Environmental Health Hazard Assessment (OEHHA), and the remaining
2 twenty-five percent (25%) of the penalty payment paid to Epps. Payment will be made in two
3 installments of \$100,000 and \$50,000. The Settling Entity’s first installment (\$100,000) is due
4 within the latest of: (i) thirty (30) calendar days of the Effective Date; or (ii) Shein’s receipt of a
5 current W-9 from Epps and OEHHA. The second installment (\$50,000) is due ninety (90) calendar
6 days after the Effective Date. However, if a Shein officer certifies, in writing, within seventy-five
7 (75) calendar days of the Effective Date, that Shein will cease selling the Products in California or
8 prohibit the shipment of the Products to California addresses sold on us.shein.com within one
9 hundred and twenty (120) calendar days of the Effective Date, then the second penalty installment
10 of \$50,000 shall be waived in its entirety. Such certification shall be received by Epps and his
11 counsel by electronic mail at the address set forth in Section 8. If the certification is not received
12 in a timely manner, then Shein shall pay the second penalty installment of \$50,000, within ninety
13 (90) calendar days after the Effective Date.

14 As set forth in Section 3.3 below, Shein shall pay via electronic transfer to “Chanler, LLC,
15 IOLTA Account” and Epps’ counsel shall send the portions of the penalties paid by Shein to
16 OEHHA and Epps in accordance with California Health & Safety Code §25249.12(c)(1) and (d) as
17 discussed above.

18 **3.2 Reimbursement of Attorneys’ Fees and Costs**

19 The Parties acknowledge that Epps and his counsel offered to resolve this dispute without
20 reaching terms on their fees and costs and allowing this provision to be adjudicated by the court.
21 The Parties then negotiated the reasonable compensation to be paid to Epps’s counsel under
22 general contract principles, Proposition 65 implementing regulation for fee awards at 11 California
23 Code of Regulations §3201 and the private attorney general doctrine codified at California Code of
24 Civil Procedure §1021.5 for all work performed through the mutual execution of this Consent
25 Judgment and court approval of the same. Under these legal principles, Shein agrees to pay
26 \$396,800, by electronic transfer or by check as set forth in Section 3.3 below, for reasonable fees
27 and costs incurred by Plaintiff and his counsel in investigating, bringing this matter to Shein’s
28 attention, litigating, negotiating a settlement in the public interest and reasonable future efforts to

1 be incurred (e.g., obtaining Court approval, undertaking various reporting requirements, and
2 allocating the settlement proceeds accordingly).

3 **3.3 Form of Settlement Proceeds**

4 As noted above in Sections 3.1 and 3.2, Shein may transmit the settlement proceeds for the
5 civil penalties and reasonable attorneys' fees and costs by wire transfer to "Chanler LLC, IOLTA
6 Account" in accordance with the wire instructions to be provided by Plaintiff or his counsel on or
7 before the Effective Date.

8 **4. CLAIMS COVERED AND RELEASED**

9 **4.1 Plaintiff's Release of Proposition 65 Claims**

10 This Consent Judgment is a full, final, and binding resolution between Plaintiff, acting on
11 his own behalf and in the public interest, on behalf of himself, each of his past, current, and future
12 agents, representatives, attorneys, successors, and/or assignees, and Shein and its past, current, and
13 future direct and indirect subsidiaries, affiliated entities under common ownership, parents,
14 predecessors, successors, directors, officers, managers, shareholders, members, employees, agents,
15 assignees, and attorneys (collectively, Releasees) and each person or entity to whom any of the
16 Releasees directly or indirectly distributes or sells, or in the past directly or indirectly distributed
17 or sold, the Products including, but not limited to, any downstream distributors, wholesalers,
18 customers, retailers, franchisers, cooperative members, licensors and licensees (collectively,
19 Downstream Releasees) of, from, and with regard to any and all alleged or actual violations of
20 Proposition 65 for a failure to warn about exposures to lead from the Products that were
21 manufactured, produced, packaged, imported, supplied, distributed, sold on us.shein.com, or
22 offered for sale on us.shein.com prior to the Compliance Date, including as set forth in any of the
23 Notice, Complaint, and/or Action. Compliance with the terms of this Consent Judgment
24 constitutes compliance with Proposition 65 by Shein, each of the Releasees, and/or each of their
25 Downstream Releasees, with respect to the alleged or actual failure to warn about exposures to
26 lead from the Products. Including as set forth in any of the Notice, Complaint, and/or Action.

27 Plaintiff, acting on his own behalf and in his personal capacity, and not in his representative
28 capacity, on behalf of himself, each of his past, current, and future agents, representatives,

1 attorneys, successors, and/or assignees, further release, waive, and fully discharge Shein, each of
2 the Releasees, and/or each of their Downstream Releasees from any and all claims, actions, causes
3 of action, obligations, costs, expenses, attorneys' fees, damages, losses, claims, liabilities and
4 demands of Plaintiff, of any nature, character or kind, whether arising in law or equity, known or
5 unknown, suspected or unsuspected, asserted or unasserted, including as set forth in any of the
6 Notice, Complaint, and/or Action, arising from or related to any alleged or actual exposures to
7 lead from Products that were manufactured, produced, packaged, imported, supplied, distributed,
8 sold on us.shein.com, or offered for sale on us.shein.com prior to the Compliance Date (Released
9 Claims). Plaintiff, in his personal capacity only, specifically waives any and all rights and benefits
10 related to the Released Claims that either of them now has, or in the future may have, conferred by
11 virtue of the provisions of Section 1542 of the California Civil Code, which reads as follows:

12 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
13 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT
14 TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING
15 THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD
16 HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH
17 THE DEBTOR OR RELEASED PARTY.

16 4.2 Shein's Release of Plaintiff

17 Shein, on its own behalf and on behalf of its past, current, and future agents,
18 representatives, attorneys, successors and/or assignees, hereby waives any and all claims against
19 Plaintiff and his attorneys and other representatives, for any and all actions taken or statements
20 made (or those that could have been taken or made) by Plaintiff and his attorneys and other
21 representatives in the course of investigating the claims at issue in this matter, seeking to enforce
22 Proposition 65 against it in this matter, or with respect to the Products as set forth in in any of the
23 Notice, Complaint, or Action.

24 5. COURT APPROVAL

25 This Consent Judgment shall be null and void and shall never be introduced into evidence
26 or otherwise used in any proceeding for any purpose (other than to allow the Court to determine if
27 there was a material breach of the following paragraph of this Section 5) if, for any reason, it is not
28 approved and entered by the Court within one year after it has been fully executed by all Parties.

1 Plaintiff and Shein agree to support the entry of this agreement as a judgment, and to obtain
2 the Court's approval of their settlement in an expedited manner as allowed by law. The Parties
3 acknowledge that, pursuant to California Health & Safety Code §25249.7(f)(4), a noticed motion
4 is required for judicial approval of this Consent Judgment, which Defendant shall primarily draft
5 and file. Defendant shall be primarily responsible for seeking the Court's approval to have any
6 motions to approve heard on shortened time (e.g., regular noticed motion). In furtherance of
7 obtaining such approval, the Parties agree to employ their mutual reasonable best efforts, and
8 those of their counsel, to support the entry of this agreement as a judgment. For purposes of this
9 section, "best efforts" shall include, at a minimum, supporting the motion for approval, assisting in
10 drafting the motion as needed, jointly requesting the Court to have the motion heard on shortened
11 time as allowed and, if requested by Plaintiff, responding to any objection that any third-party may
12 file and appearing at the hearing before the Court.

13 **6. SEVERABILITY**

14 If, subsequent to the Court's approval and entry of this Consent Judgment as a judgment,
15 any provision of this Consent Judgment is held by a court to be unenforceable, the validity of the
16 remaining provisions shall not be adversely affected.

17 **7. GOVERNING LAW**

18 The terms of this Consent Judgment shall be governed by the laws of the State of California
19 and apply within the State of California. In the event that Proposition 65 is repealed, preempted,
20 or is otherwise amended or rendered inapplicable by reason of law generally, or as to any of the
21 Products or any of the alleged violations set forth in any of the Notice, Complaint, and Action,
22 then Shein may provide Plaintiff with written notice of any asserted change in the law, and Shein
23 and/or the Parties shall modify this Consent Judgment in accordance with the procedures outlined
24 in Section 12 below. Plaintiff agrees to not oppose any modification motion pursuant to Section
25 12 without good cause. Nothing in this Consent Judgment shall be interpreted to relieve Shein
26 from its obligation to comply with any other applicable state or federal law or regulation.

27 The Parties agree that if the Office of Environmental Health Hazard Assessment changes
28 any of its regulations applicable to the Products and the chemical at issue, including its warning

1 regulations, then Shein may either conform with the revised regulations or continue to conform
2 with the terms provided in this Consent Judgment if the new implementing regulations so allow.

3 **8. NOTICE**

4 Unless specified herein, all correspondence and notice required or permitted by this
5 Consent Judgment shall be in writing and sent by: (a) personal delivery; (b) first-class registered
6 or certified mail, return receipt requested; or (c) a recognized overnight courier to any Party by the
7 other at the following addresses. In addition to (a), (b), or (c) above, any notice required or
8 permitted by this Consent Judgment shall also be provided via electronic mail if an email address
9 is provided for the recipient below:

10 To Shein:

11 SHEIN US Services, LLC
12 ATTN: Vincent Liu
13 777 S. Alameda St., 2nd Fl.
14 Los Angeles, CA, 90021
15 vincent.liu@sheingroup.com
16 us_legal@sheingroup.com

To Plaintiff:

Attn: Proposition 65 Coordinator
Chanler, LLC
72 Huckleberry Hill Road
New Canaan, CT 06840
clifford@chanlerllc.com

14 With a Copy To:

15 Willis Wagner, Esq.
16 Greenberg Traurig LLP
17 400 Capitol Mall, Suite 2400
18 Sacramento, CA 95814
19 will.wagner@gtlaw.com

20 Any Party may, from time to time, specify in writing to the other Party a change of address
21 to which all notices and other communications shall be sent.

22 **9. COUNTERPARTS, FACSIMILE AND PDF SIGNATURES**

23 This Consent Judgment may be executed in counterparts and by facsimile or portable
24 document format (pdf) signature, each of which shall be deemed an original and, all of which,
25 when taken together, shall constitute one and the same document.

26 **10. COMPLIANCE WITH REPORTING REQUIREMENTS**

27 Plaintiff and his counsel agree to comply with the reporting form requirements referenced
28 in California Health & Safety Code §25249.7(f).

1 **11. ENTIRE AGREEMENT**

2 This Consent Judgment contains the sole and entire agreement and understanding of the
3 Parties with respect to the entire subject matter hereof, and any and all prior discussions,
4 negotiations, commitments, or understandings related thereto, if any, are hereby merged herein
5 and therein. There are no warranties, representations, or other agreements between the Parties or
6 any of their counsel except as expressly set forth herein. No representations, oral or otherwise,
7 express or implied, other than those specifically contained or referred to in this Consent Judgment
8 have been made by any Party hereto or any of their counsel. No other agreements not specifically
9 contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind any of the
10 Parties hereto or any of their counsel.

11 **12. MODIFICATION**

12 This Consent Judgment may be modified only by: (a) a written agreement of the Parties
13 and the entry of a modified Consent Judgment by the Court thereon; or (b) upon a successful
14 motion of any party and the entry of a modified Consent Judgment by the Court thereon. Any
15 Party seeking to modify this Consent Judgment shall attempt in good faith to meet and confer with
16 all affected Parties prior to filing a motion to modify the Consent Judgment.

17 **13. AUTHORIZATION**

18 The undersigned are authorized to execute this Consent Judgment on behalf of their
19 respective Parties and have read, understood, and agreed to all of the terms and conditions
20 contained herein.

21 **AGREED TO:**

AGREED TO:

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23 Date: July 25, 2024

Date: July 25, 2024

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25 By: 
26 JAY EPPS

By: 
26 SHEIN US SERVICES, LLC

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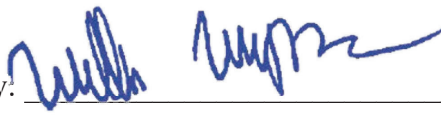
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APPROVED AS TO FORM:

Date: July 25, 2024

By: 
CLIFFORD A. CHANLER
Counsel for Plaintiff

Date: July 25, 2024

By: 
WILLIS WAGNER
Counsel for Defendant

IT IS SO ORDERED, ADJUDGED, AND DECREED:

Dated: _____, 2024

Judge of the Superior Court of the State of California