

JS-6

1 UNITED STATES DISTRICT COURT
2 CENTRAL DISTRICT OF CALIFORNIA

3
4 UNITED STATES OF AMERICA,) CV 14-1364-GW(PLAx)
5)
6 Plaintiff,) CONSENT DECREE OF
7) PERMANENT INJUNCTION
8 v.) AS TO S & J MERCHANDISE
9) INC., TOM LIU, CUC T.
10 TOYS DISTRIBUTION, INC. dba TDI) THAI, BLJ APPAREL INC.,
11 INTERNATIONAL, a California) LUAN LUU, AND ALL
12 corporation; and LOAN TUYET THAI,) SEASON SALES INC.
13 LAN MY LAM and PAUL PHUONG,)
14 individually and as officers of the)
15 corporation; S & J MERCHANDISE, INC.,) [15 U.S.C. §§ 2071(a), 1267(a)]
16 a California corporation; and CUC T.THAI)
17 individually and as an officer of the)
18 corporation; BLJ APPAREL, INC., a)
19 California corporation; and LUAN LUU,)
20 individually and as an officer of the)
21 corporation; and ALL SEASON SALES,)
22 INC., a California corporation; and TOM)
23 LIU, individually and as an officer of both)
24 All Season Sales and S & J Merchandise,)
25 Defendants.)
26)
27)
28)

22 WHEREAS the United States of America has filed a Complaint against Toys
23 Distribution Inc. dba TDI International, Paul Phuong, Lan My Lam, Loan Tuyet
24 Thai, BLJ Apparel Inc., Luan Luu, S & J Merchandise Inc., Cuc T. Thai, All
25 Season Sales, Inc. and Tom Liu for a permanent injunction for defendants' alleged
26 violations of statutes and regulations enforced by the U.S. Consumer Product
27
28

1 Safety Commission (“CPSC” or “Commission”), including section 19 of the
2 Consumer Product Safety Act (“CPSA”), 15 U.S.C. § 2068(a), and section 4 of the
3 Federal Hazardous Substances Act (“FHSA”), 15 U.S.C. § 1263;
4

5 WHEREAS the United States and defendants S & J Merchandise, Tom Liu,
6 Cuc T. Thai, BLJ Apparel, Luan Luu, and All Season Sales consent to entry of this
7 Consent Decree for Permanent Injunction (the “Decree”), without contest, and
8 before any testimony has been taken;
9

10 WHEREAS, defendants S & J Merchandise, Tom Liu, Cuc T. Thai, BLJ
11 Apparel, Luan Luu, and All Season Sales have waived service of the Summons and
12 Complaint; the parties are represented by the attorneys whose names appear
13 hereafter; and the parties want to settle this action upon the following terms and
14 conditions, without adjudication of any issue of fact or law.
15
16

17 THEREFORE, on the agreement of the parties, it is hereby ORDERED,
18 ADJUDGED, AND DECREED as follows:
19

20 **FINDINGS**
21

22 1. This Court has jurisdiction over the subject matter of this action
23 pursuant to 28 U.S.C. §§ 1331 and 1345.
24

25 2. This Court has jurisdiction, under 15 U.S.C. §§ 2071(a) and 1267(a),
26 to restrain any violation of the CPSA and FHSA. All references to the CPSA and
27 FHSA refer to those statutes as amended by the Consumer Product Safety
28

1 Improvement Act of 2008, Public Law 110-314 (“CPSIA”), which was amended
2 by Public Law 112-28 (2011), and all terms used herein shall have the same
3 meaning as defined and used in the CPSA, CPSIA, and FHSA.
4

5 3. Venue in the Central District of California is proper under 28 U.S.C. §
6 1391(b) and (c).
7

8 4. At all times relevant hereto, S & J Merchandise Inc. (“S & J”), BLJ
9 Apparel Inc. (“BLJ”), and All Season Sales, Inc. (“Season”) are “manufacturers”
10 and “retailers” of “consumer products,” as those terms are defined in section 3 of
11 the CPSA, 15 U.S.C. § 2052(a).
12

13 5. At all times relevant hereto, Tom Liu is the manager and Cuc T. Thai
14 is the owner of S & J (“S & J defendants”), and as such, they are individuals
15 responsible for the acts and practices of S & J including compliance with the
16 requirements of the CPSA, the CPSIA, and the FHSA, and the regulations issued
17 thereunder. At all times relevant to this Complaint, they formulated, directed,
18 controlled, or participated in the acts and practices of the corporate defendant,
19 including the acts and practices set forth in this Complaint. At all times relevant
20 hereto, they knew of, and had the authority to control, the acts and practices of S &
21 J, regarding the importation, distribution, and sale of consumer products.
22
23
24
25

26 7. At all times relevant hereto, Luan Luu is the owner of BLJ (“BLJ
27 defendants”), and as such, is the individual responsible for the acts and practices of
28

1 BLJ including compliance with the requirements of the CPSA, the CPSIA, the
2 FHSA, and the regulations issued thereunder. At all times relevant to this
3
4 Complaint, he formulated, directed, controlled, or participated in the acts and
5 practices of the corporate defendant, including the acts and practices set forth in
6 this Complaint. At all times relevant hereto, he knew of, and had the authority to
7
8 control, the acts and practices of BLJ, regarding the importation, distribution, and
9 sale of consumer products.

10
11 8. At all times relevant hereto, Tom Liu is the owner of All Season Sales
12 (“Season defendants”), and as such, is the individual responsible for the acts and
13 practices of Season including compliance with the requirements of the CPSA, the
14 CPSIA, the FHSA, and the regulations issued thereunder. At all times relevant to
15 this Complaint, he formulated, directed, controlled, or participated in the acts and
16 practices of the corporate defendant, including the acts and practices set forth in
17 this Complaint. At all times relevant hereto, he knew of, and had the authority to
18 control, the acts and practices of Season, regarding the importation, distribution,
19 and sale of consumer products.

20
21
22
23 10. The Complaint states claims upon which relief may be granted against
24 defendants under section 19(a) of the CPSA, 15 U.S.C. § 2068(a), and section 4(a)
25 and (c) of the FHSA, 15 U.S.C. § 1263(a) and (c).

26
27 11. The Complaint alleges that the S & J defendants violated the CPSA,
28

1 15 U.S.C. § 2068(a)(1), by selling, offering for sale, manufacturing for sale,
2 distributing in commerce, and importing into the United States, consumer products,
3
4 or other products or substances that are regulated under the CPSA or any other
5 Acts enforced by the Commission that are not in conformity with an applicable
6 consumer product safety rule under the CPSA, or any similar rule, regulation,
7
8 standard, or ban under any other Act enforced by the Commission. Specifically,
9 the Complaint alleges that the S & J defendants violated the CPSA by importing,
10 offering for sale, selling, and distributing in commerce, children's toys or child
11 care articles, as defined by 15 U.S.C. § 2057c(g)(1)(B) and (C), that contain
12 phthalate concentrations exceeding the allowable amount pursuant to 15 U.S.C. §
13
14
15 2057c.

16 12. The Complaint alleges that the defendants violated the CPSA, 15
17 U.S.C. § 2068(a)(1) and (2)(D), and the FHSA, 15 U.S.C. § 1263(a) and (c), by
18
19 introducing or causing the introduction or delivery for introduction into interstate
20 commerce of banned hazardous substances, or the receipt in interstate commerce
21 of banned hazardous substances and the delivery or proffered delivery thereof for
22 pay or otherwise. Additionally, the Complaint alleges that defendants violated
23 the CPSA and FHSA by importing, distributing and selling children's products
24 containing excessive lead, which are banned under 15 U.S.C. § 1278a.
25
26 Specifically, the Complaint alleges that the S & J defendants and BLJ defendants
27
28

1 violated the CPSA and FHSA by importing, distributing and selling toys and other
2 articles intended for use by children under three years of age, which present a
3 choking, aspiration, or ingestion hazard because of small parts and which are
4 banned by 16 C.F.R. § 1500.18(a)(9). The Complaint also alleges that the S & J
5 defendants and Season defendants violated the CPSA and FHSA by importing,
6 distributing and selling children's products that bear lead-containing paint,
7 prohibited under 16 C.F.R. § 1303.4(b) and that the BLJ defendants violated the
8 CPSA and FHSA by importing, distributing and selling rattles that failed to meet
9 the requirements of 16 C.F.R. part 1510, and are banned hazardous substances
10 under 16 C.F.R. § 1500.18(a)(15).
11
12
13
14

15 13. The Complaint alleges that the S & J defendants violated the CPSA,
16 15 U.S.C. § 2068(a)(4), by failing to furnish to the CPSC the information required
17 by 15 U.S.C. § 2064(b).
18

19 14. The Complaint alleges that the defendants violated the CPSA, 15
20 U.S.C. § 2068(a)(6), by failing to furnish certificates required by this Act or any
21 other Act enforced by the Commission, and further, by failing to comply with a
22 requirement of section 14 (including the requirement for tracking labels) or any
23 rule or regulation under such section.
24
25

26 15. Defendants have entered into this Decree freely and without coercion.

27 16. Defendants hereby waive all rights to appeal or otherwise challenge or
28

1 contest the validity of this Decree.

2 17. Entry of this Decree is in the public interest.

3
4 IT IS THEREFORE ORDERED AS FOLLOWS:

5 **ORDER**

6
7 1. The defendants who are signatories to this Decree—S & J
8 Merchandise, Tom Liu, Cuc T. Thai, BLJ Apparel, Luan Luu, and All Season
9 Sales (hereinafter, “Signatories”)—and each and all of their directors, officers,
10 agents, servants, brokers, employees, successors, assigns, and attorneys, and all
11 persons or entities in active concert or participation with any of them, who receive
12 actual notice of this Decree by personal service or otherwise, are permanently
13 enjoined from importing into the United States, directly or indirectly, introducing
14 or causing the introduction into interstate commerce any toy or other consumer
15 product intended primarily for children 12 years of age or younger, unless and
16 until:
17
18
19

20 A. Signatories retain, at Signatories’ sole cost and expense, an
21 independent person or entity (the “Product Safety Coordinator”), who is without
22 any personal or financial ties (other than the agreement pursuant to which the
23 Product Safety Coordinator is engaged to perform the functions described in this
24 Section 1.A) to Signatories, their families or any entity directly or indirectly
25 controlled by Signatories or their families, and who, by reason of background,
26
27
28

1 training, education, or experience is qualified to help Signatories fulfill the
2 following requirements:

3
4 i. Create a comprehensive product safety program.

5 ii. Conduct a product audit to determine which of

6 Signatories' merchandise and inventory requires testing and certification of
7 compliance with the FHSA, the CPSA, and any other Act enforced by the CPSC,
8 and quarantines all subject merchandise until the product audit is completed.
9

10
11 B. Retain for children's products an accredited third party
12 conformity assessment body or bodies accepted by the CPSC and listed on the
13 CPSC's website (third party conformity assessment body) to perform third party
14 testing on children's products as required by law.
15

16 C. The Signatories establish, with the assistance of the Product
17 Safety Coordinator, a comprehensive product safety program with written standard
18 operating procedures ("SOPs") designed to ensure continuous compliance with
19 applicable federal laws, standards, and regulations enforced by the CPSC. The
20 product safety program shall:
21

22
23 i. Comply with the third party testing requirements

24 pursuant to 15 U.S.C. § 2063(a)(2) and periodic testing at least once a year in
25 accordance with the requirements of 16 C.F.R. part 1107. This periodic testing
26 requirement applies to each children's product that Signatories import into the
27
28

1 United States or manufacture for sale that is subject to a children’s product safety
2 rule, or any other consumer product safety rule or similar ban, standard, or
3 regulation under the CPSA, the FHSA, any other Act enforced by the CPSC, or
4 any regulation passed thereunder.
5

6 ii. Ensure that after testing in accordance with law and this
7 Consent Decree, Signatories issue, retain and provide to the CPSC on request,
8 certificates of conformity for every consumer product that is subject to a consumer
9 product safety rule, children’s product safety rule, or similar ban, standard, or
10 regulation under the CPSA, the FHSA, and any other Act enforced by the CPSC,
11 or any regulation passed thereunder.
12

13 iii. Establish systems to ensure that the product safety
14 program’s SOPs are followed consistently.
15

16 iv. Include procedures to ensure that the Signatories:
17 adequately correct any product violation cited by the CPSC (whether in connection
18 with an inspection, a letter of advice or otherwise); conduct product recalls; and
19 respond to CPSC letters of advice within the time specified in each letter of advice.
20

21 v. Establish systems to: investigate all reports of
22 consumer incidents, property damage, injuries, warranty claims, insurance claims,
23 and court complaints regarding consumer products that Signatories import,
24 distribute or sell in the United States; adhere to applicable CPSC reporting
25
26
27
28

1 requirements; address potentially defective products appropriately; and implement
2 corrective internal procedures should systemic issues relating to compliance with
3 CPSC requirements be identified.
4

5 D. The Signatories shall ensure that a third party conformity
6 assessment body has conducted certification testing on children's products. The
7 Signatories shall hire or supervise the hiring of a third party conformity assessment
8 body to test samples of each children's product, subject to any children's product
9 safety rule including, but not limited to, the following:
10
11

12 i. Small Parts: For each children's product that is intended
13 for children under three years of age, as determined by age grading analysis that
14 includes the factors listed at 16 C.F.R. § 1501.2(b), in accordance with the
15 requirements of 16 C.F.R. §§ 1500.51, 1500.52, and 16 C.F.R. part 1501.
16

17 ii. Rattle Requirements: For each children's product that
18 meets the definition of a rattle, as defined in 16 C.F.R. § 1510.2, a third party
19 conformity assessment body for rattle testing shall review a model of each product
20 to determine whether small parts exist and test each rattle toy in accordance with
21 the requirements of 16 C.F.R. §§ 1500.51 and 1510.4.
22
23

24 iii. Lead Paint and Lead Content: A third party conformity
25 assessment body for lead paint and lead content testing shall test each model of
26 children's product that bears a surface coating for compliance with the lead paint
27
28

1 requirements of 16 C.F.R. part 1303, and test accessible substrates, when
2 applicable, for the lead content requirements of 15 U.S.C. § 1278a(a)(2) and the
3 applicable requirements of the effective version of American Society for Testing
4 and Materials standard F963-11.
5

6 iv. Phthalates: A third party conformity assessment body
7 for phthalates testing shall test each model of children’s toy or child care article for
8 compliance with the phthalate content requirements of 15 U.S.C. § 2057c.
9

10 E. The Signatories issue certificates of compliance for each
11 children’s product that is subject to any children’s product safety rule, verifying
12 that each of Signatories’ children’s products comply with such children’s product
13 safety rule, to the extent required by 15 U.S.C. § 2063(a)(2), 16 C.F.R. part 1110,
14 and other applicable rules.
15

16 F. The Signatories shall certify in writing to the Office of
17 Compliance that it is in compliance with the requirements set forth in
18 subparagraphs (A)-(E) of this Decree.
19

20 2. Signatories, and each and all of their directors, officers, agents,
21 servants, brokers, employees, attorneys, successors, assigns, and all persons or
22 entities in active concert or participation with any of them who receive actual
23 notice of this Decree by personal service or otherwise, are hereby permanently
24 restrained and enjoined from directly or indirectly doing or causing to be done any
25
26
27
28

1 of the following acts:

2 Violating the CPSA

3
4 A. Violating section 19(a)(1) of the CPSA, 15 U.S.C. § 2068(a)(1),
5 by selling, offering for sale, manufacturing for sale, distributing in commerce, or
6 importing into the United States any consumer product, or other product or
7
8 substance that is regulated under the CPSA or any other Act enforced by the
9 Commission, that is not in conformity with an applicable consumer product safety
10 rule under the CPSA, or any similar rule, regulation, standard, or ban under any
11 Act enforced by the Commission, including, but not limited to:
12

13 i. Any children’s toys or child care articles that contain
14 excessive concentrations of phthalates in violation of 15 U.S.C. § 2057c;
15

16 ii. Any product which is subject to any consumer product
17 safety rule or any children’s product safety rule and lacks a conformity certificate
18 to the extent required under 15 U.S.C. § 2063 and applicable rules, regulations, and
19 enforcement policies of the CPSC; and
20

21 iii. Children’s products that have not been tested by an
22 accredited third party conformity assessment body accepted by the CPSC to the
23 extent required under 15 U.S.C. § 2063(a)(2) and applicable rules, regulations, and
24 enforcement policies of the CPSC;
25
26

27 B. Violating section 19(a)(2)(D) of the CPSA, 15 U.S.C.
28

1 § 2068(a)(2)(D), by selling, offering for sale, manufacturing for sale, distributing
2 in commerce, or importing into the United States any consumer product, or other
3 product or substance that is a banned hazardous substance within the meaning of
4 section 2(q)(1) of the FHSA, 15 U.S.C. 1261(q)(1), including, but not limited to,
5 the violations discussed in subparagraphs (F) - (G) below.
6

7
8 C. Violating section 19(a)(4) of the CPSA, 15 U.S.C. § 2068(a)(4),
9 by failing to furnish to the CPSC information required by section 15(b) of the
10 CPSA, 15 U.S.C. § 2064(b).
11

12 D. Violating section 19(a)(6) of the CPSA, 15 U.S.C. § 2068(a)(6),
13 by failing to furnish a certificate required by this Act or any other Act enforced by
14 the Commission, or to issue a false certificate, if such person, in the exercise of due
15 care, has reason to know that the certificate is false or misleading in any material
16 respect; or to fail to comply with any requirement of section 14 (including the
17 requirement for tracking labels), or any rule or regulation under such section.
18
19

20 E. Engaging in any other act or practice that would violate the
21 CPSA, 15 U.S.C. §§ 2051-2089.
22

23 Violating the FHSA

24 F. Introducing, or causing the introduction or delivery for
25 introduction into interstate commerce, any banned hazardous substance or
26 receiving in interstate commerce any banned hazardous substances, or delivering
27
28

1 or proffering to deliver thereof for pay or otherwise, in violation of section 4 of the
2 FHSA, 15 U.S.C. § 1263(a) and (c), including, but not limited to:

3
4 i. Any children's product containing lead exceeding the
5 limits established in 15 U.S.C. § 1278a;

6
7 ii. Any toy or other article intended for use by children that
8 bears lead-containing paint, as defined by 16 C.F.R. § 1303.2(b);

9
10 iii. Any toy or other article, intended for use by children
11 under three years of age that presents a choking, aspiration, or ingestion hazard
12 because of small parts, as defined by 16 C.F.R. part 1501; and

13
14 iv. Any rattle, as defined in 16 C.F.R. § 1510.2, that does not
15 comply with the requirements 16 C.F.R. part 1510.

16
17 G. Engaging in any other act or practice that would violate the
18 FHSA, 15 U.S.C. §§ 1261-1278.

19 3. Beginning on or before the date that is six (6) months after the date of
20 entry of this Decree and every six (6) months thereafter, for a period of three (3)
21 years after the date of entry of this Decree, Signatories shall provide in writing to
22 the CPSC a list of any names and importer of record numbers used or associated
23 with any entity owned, managed, or controlled, in whole or in part, by Signatories.
24 This list shall be mailed to the Director of Regulatory Enforcement, Office of
25
26 Compliance and Field Operations.
27
28

1 4. Signatories shall maintain, and provide promptly to the CPSC upon
2 request, for at least five (5) years after the date of this Decree, records of all
3 analyses, testing, and certificates of conformance for any consumer product
4 required by this Decree and all applicable laws. Such records shall include, but
5 not be limited to, the date of the analysis and testing, the procedures used, and the
6 results of the analysis and testing. Signatories shall also maintain, and provide
7 promptly to the CPSC upon request, for at least five (5) years after the date of this
8 Decree, records of all consumer incidents, property damage, injuries, warranty
9 claims, returns, insurance claims, or court complaints regarding consumer products
10 that Signatories imported into the United States, regardless of where the incident
11 occurred, to the extent reasonably available and permitted by law.

12 5. Within ten (10) calendar days after date of the entry of this Decree,
13 Signatories shall post copies of this Decree on all bulletin boards in common areas
14 at their corporate, warehouse and retail facilities, and at any other locations at
15 which Signatories conduct business within the CPSC's jurisdiction, and shall
16 ensure that the Decrees remain posted at each location for as long as such
17 Signatory is engaged in importing or selling any toy or other consumer product
18 intended primarily for children 12 years of age or younger.

19 6. Within ten (10) calendar days after the date of entry of this Decree,
20 Signatories shall provide a copy of the Decree, by personal service or certified mail
21
22
23
24
25
26
27
28

1 (restricted delivery, return receipt requested), to each and all of their directors,
2 officers, agents, servants, brokers, and employees of each retail location in the
3 United States (collectively referred to as “Associated Persons”). Within thirty
4 (30) calendar days of the date of entry of this Decree, Signatories shall provide to
5 the CPSC’s General Counsel an affidavit stating the fact and manner of their
6 compliance with this paragraph, identifying the names, addresses, and positions of
7 all persons who received a copy of this Decree pursuant to this paragraph.
8
9

10
11 7. If any of the Signatories becomes associated with any additional
12 Associated Person(s) at any time after the date of entry of this Decree, such
13 Signatory immediately shall provide a copy of this Decree, by personal service or
14 certified mail (restricted delivery, return receipt requested), to such Associated
15 Person(s). Within ten (10) calendar days after the date on which any of the
16 Signatories becomes associated with any such additional Associated Person, such
17 defendant(s) shall provide, to the CPSC’s General Counsel, an affidavit stating the
18 fact and manner of the applicable defendant’s compliance with this paragraph,
19 identifying the names, addresses, and positions of any Associated Person(s) who
20 received a copy of this Decree pursuant to this paragraph, and attaching a copy of
21 the executed certified mail return receipts.
22
23
24
25

26 8. Within ten (10) calendar days of receiving a request from the CPSC
27 for any information or documentation that the CPSC deems necessary to evaluate
28

1 Signatories' compliance with this Decree, Signatories shall provide such
2 information or documentation to the CPSC.

3
4 9. Signatories shall notify the CPSC's General Counsel in writing at
5 least ten (10) calendar before (1) consummation of: a sale, lease, exchange, or
6 transfer of all or substantially all of the assets of S & J, BLJ or Season; any merger,
7 consolidation, or reorganization of S & J, BLJ or Season; or any change in
8 ownership of S & J, BLJ or Season in which the holders of the outstanding equity
9 of these businesses immediately before the transaction do not hold voting control,
10 or at least 50% of the outstanding equity of, the surviving entity after the
11 transaction; or (ii) adoption or approval by S & J, BLJ or Season of a plan of
12 liquidation or dissolution or an agreement relating to or calling for liquidation or
13 dissolution of S & J, BLJ or Season.
14

15
16
17 10. All notifications, correspondence, and communications to the CPSC
18 as required by the terms of this Decree shall be addressed to the Director,
19 Division of Regulatory Enforcement, Office of Compliance and Field Operations,
20 CPSC, 4330 East West Highway, Bethesda, MD 20814, or to the General Counsel,
21 , Office of the General Counsel, CPSC, 4330 East West Highway, Bethesda, MD
22 20814.
23
24
25

26 11. If any Signatory fails to comply with the material provisions of this
27 Decree, said Signatory shall pay to the United States of America liquidated
28

1 damages in the sum of one thousand dollars (\$1,000.00) for each day that said
2 Signatory fails to comply with this Decree. Signatories understand and agree that
3 the liquidated damages specified in this paragraph are not punitive in nature and do
4 not in any way limit the ability of the United States of America to seek, and the
5 Court to impose, additional criminal or civil contempt penalties based on conduct
6 that may also be the basis for the payment of liquidated damages.
7

9 12. If Signatories violate this Decree and are found in civil or criminal
10 contempt thereof, Signatories shall, in addition to other remedies, reimburse
11 plaintiff for its attorneys' fees, including overhead, investigational expenses, and
12 court costs relating to such contempt proceeding.
13

14 13. This Decree, and any act, statement, or document executed pursuant
15 to or in furtherance of this Decree, shall not be deemed or used in any way: (i) as
16 an admission of, or evidence of, the validity of any claim asserted in the
17 Complaint, or of any wrongdoing or liability of the Signatories, or of any unlawful,
18 unfair, or fraudulent business practices of the Signatories, all of which Signatories
19 deny; (ii) as an admission of, or evidence of, any fault or omission of the
20 Signatories in any civil, criminal, or administrative proceeding of any kind in any
21 court, administrative agency, or other tribunal; or (iii) as an admission of, waiver,
22 of, or evidence relating to, any claim or defense asserted by any party.
23
24
25
26


27 14. Each party shall bear its own costs and attorneys' fees.
28

1 15. The provisions of this Decree are separate and severable from one
2 another. If any provision is stayed or determined to be invalid, the remaining
3 provisions shall remain in full force and effect.
4

5 16. This Court shall retain jurisdiction of this matter for purposes of
6 construction, modification, and enforcement of this Decree.
7

8 17. The parties, by their respective counsel, hereby consent to entry of the
9 foregoing Decree, which shall constitute a final judgment and order in this matter
10 as to injunctive relief. The parties further stipulate and agree that the entry of the
11 foregoing Decree shall constitute full, complete, and final settlement of this action
12 as to injunctive relief.
13

14
15 SO ORDERED this 10th day of June, 2014.
16

17 

18 _____
HON. GEORGE H. WU
19 United States District Judge
20

21
22 FOR PLAINTIFF:

23
24 STUART F. DELERY
Assistant Attorney General
25 MAAME EWUSI-MENSAH
FRIMPONG
26 Deputy Assistant Attorney General
27

28 MICHAEL S. BLUME

OF COUNSEL:

STEPHANIE TSACOUMIS
General Counsel
MELISSA V. HAMPSHIRE
Assistant General Counsel

HARRIET KERWIN

1 Director
2 JILL FURMAN
3 Deputy Director
4 Consumer Protection Branch

Attorney
Office of the General Counsel
U.S. Consumer Product Safety
Commission
Bethesda, MD 20814

5 By: _____
6 PATRICK R. RUNKLE
7 Trial Attorney, Consumer Protection
8 Branch
9 Civil Division
10 United States Department of Justice
11 P.O. Box 386
12 Washington, D.C. 20044
13 Telephone: 202-532-4723
14 Facsimile: 202-514-8742
15 Email: Patrick.r.runkle@usdoj.gov

16 FOR THE SIGNATORIES:

17 _____
18 Tom Liu
19 Individually and as officer of
20 S & J Merchandise, Inc. and All Season Sales, Inc.

21 _____
22 Cuc T. Thai
23 Individually and as officer of
24 S & J Merchandise, Inc.

25 _____
26 Jerry Wang, Esq.
27 Attorney for Tom Liu, Cuc T. Thai, All Season
28 Sales, Inc., and S & J Merchandise, Inc.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Timothy Vo, Esq.
Attorney for Luan Luu and
BLJ Apparel, Inc.

Luan Luu
Individually and as president of BLJ Apparel, Inc.