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 9

10 **UNITED STATES DISTRICT COURT  
 FOR THE CENTRAL DISTRICT OF CALIFORNIA**

<p>11 UNITED STATES OF AMERICA,          Plaintiff,          12          v.          13          14 BRIGHTSTAR GROUP, INC.,          15 A California corporation; and          SHERRY CHEN, an individual,          16          Defendants.          17</p>	<p>Case No.          18  <b>CONSENT DECREE OF PERMANENT          INJUNCTION AS TO BRIGHTSTAR          GROUP, INC. AND SHERRY CHEN</b></p>
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 20 WHEREAS the United States of America has filed a Complaint against Brightstar  
 21 Group, Inc. and Sherry Chen for a permanent injunction for defendants' alleged violations of  
 22 statutes and regulations enforced by the U.S. Consumer Product Safety Commission ("CPSC"  
 23 or "Commission"), including section 19 of the Consumer Product Safety Act ("CPSA"), 15  
 24 U.S.C. § 2068(a), and section 4 of the Federal Hazardous Substances Act ("FHSA"), 15  
 25 U.S.C. § 1263;  
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1 WHEREAS the United States and defendants Brightstar Group, Inc. and Sherry Chen  
2 consent to entry of this Consent Decree for Permanent Injunction (the "Decree"), without  
3 contest, and before any testimony has been taken;

4 WHEREAS, defendants Brightstar Group, Inc. and Sherry Chen have waived service  
5 of the Summons and Complaint; the parties are represented by the attorney whose name  
6 appears hereafter; and the parties want to settle this action upon the following terms and  
7 conditions, without adjudication of any issue of fact or law.  
8

9 THEREFORE, on the agreement of the parties, it is hereby ORDERED, ADJUDGED, AND  
10 DECREED as follows:  
11

12 FINDINGS

13 1. This Court has jurisdiction over the subject matter of this action pursuant to 28  
14 U.S.C. §§ 1331 and 1345.  
15

16 2. This Court has jurisdiction, under 15 U.S.C. §§ 2071(a) and 1267(a), to restrain  
17 any violation of the CPSA and FHSA. All references to the CPSA and FHSA refer to those  
18 statutes as amended by the Consumer Product Safety Improvement Act of 2008, Public Law  
19 110-314 ("CPSIA"), which was amended by Public Law 112-28 (2011), and all terms used  
20 herein shall have the same meaning as defined and used in the CPSA, CPSIA, and FHSA.  
21

22 3. Venue in the Central District of California is proper under 28 U.S.C. § 1391(b)  
23 and (c).  
24

25 4. At all times relevant hereto, Brightstar Group, Inc. ("Brightstar") is a  
26 "manufacturer" and "retailer" of "consumer products," as those terms are defined in section 3  
27 of the CPSA, 15 U.S.C. § 2052(a).  
28

1           5.       At all times relevant hereto, Sherry Chen is the owner of Brightstar, and as  
2 such, she is the individual responsible for the acts and practices of Brightstar including  
3 compliance with the requirements of the CPSA, the CPSIA, and the FHSA, and the  
4 regulations issued thereunder.  
5

6           6.       The Complaint states claims upon which relief may be granted against  
7 defendants under section 19(a) of the CPSA, 15 U.S.C. § 2068(a), and section 4(a) and (c) of  
8 the FHSA, 15 U.S.C. § 1263(a) and (c).  
9

10          7.       The Complaint alleges that the defendants violated the CPSA, 15 U.S.C. § 2068(a)(1),  
11 by selling, offering for sale, manufacturing for sale, distributing in commerce, and importing  
12 into the United States, consumer products, or other products or substances that are regulated  
13 under the CPSA or any other Acts enforced by the Commission that are not in conformity  
14 with an applicable consumer product safety rule under the CPSA, or any similar rule,  
15 regulation, standard, or ban under any other Act enforced by the Commission. Specifically,  
16 the Complaint alleges that defendant Chen, as manager of Taifung, violated the CPSA by  
17 importing, offering for sale, selling, and distributing in commerce, children's toys or child  
18 care articles, as defined by 15 U.S.C. § 2057c(g)(1)(B) and (C), that contain phthalate  
19 concentrations exceeding the allowable amount pursuant to 15 U.S.C. § 2057c. The  
20 Complaint also alleges that defendants Brightstar and Chen violated the CPSA by importing,  
21 offering for sale, selling, and distributing in commerce, toy strollers that could fit a child for  
22 which the product is intended that fail to meet the folding mechanisms of section 4.13.1.1 of  
23 the American Society for Testing and Materials standard F963-11 pursuant to 15 U.S.C. §  
24 2056B(a).  
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1           8.       The Complaint alleges that the defendants violated the CPSA, 15 U.S.C. §  
2 2068(a)(1) and (2)(D), and the FHSA, 15 U.S.C. § 1263(a) and (c), by introducing or causing  
3 the introduction or delivery for introduction into interstate commerce of banned hazardous  
4 substances, or the receipt in interstate commerce of banned hazardous substances and the  
5 delivery or proffered delivery thereof for pay or otherwise. Additionally, the Complaint  
6  
7 alleges that defendants violated the CPSA and FHSA by importing, distributing and selling  
8 children's products containing excessive lead, which are banned under 15 U.S.C. § 1278a.  
9 Specifically, the Complaint alleges that defendant Chen, as manager of Taifung, violated the  
10 CPSA and FHSA by importing, distributing and selling toys and other articles intended for  
11 use by children under three years of age, which present a choking, aspiration, or ingestion  
12 hazard because of small parts and are banned by 16 C.F.R. § 1500.18(a)(9). The Complaint  
13 also alleges that defendant Chen, as manager of Taifung, violated the CPSA and FHSA by  
14 importing, distributing and selling children's products that bear lead-containing paint,  
15 prohibited under 16 C.F.R. part 1303.4(b) and that defendant Chen, as manager of Taifung,  
16 violated the CPSA and FHSA by importing, distributing and selling rattles that failed to meet  
17 the requirements of 16 C.F.R. part 1510, and are banned hazardous substances under 16  
18 C.F.R. § 1500.18(a)(15).  
19  
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22           9.       The Complaint alleges that defendants Brightstar and Chen violated the CPSA,  
23 15 U.S.C. § 2068(a)(1), and the FHSA, 15 U.S.C. § 1263(a) and (c), by introducing or causing  
24 the introduction or delivery for introduction into interstate commerce of misbranded  
25 hazardous substances, or the receipt in interstate commerce of misbranded hazardous  
26 substances and the delivery or proffered delivery thereof for pay or otherwise. Specifically,  
27  
28

1 the Complaint alleges that defendants Brightstar and Chen violated the CPSA and FHSA by  
2 importing, distributing and selling marbles intended for age three and older that lacked the  
3 required cautionary statement and are misbranded hazardous substances under 16 C.F.R. §  
4 1500.19(b).

5  
6 10. The Complaint alleges that defendants violated the CPSA, 15 U.S.C. §  
7 2068(a)(6), by failing to furnish certificates required by this Act or any other Act enforced by  
8 the Commission, and further, by failing to comply with a requirement of section 14 (including  
9 the requirement for tracking labels) or any rule or regulation under such section.

10  
11 11. Defendants have entered into this Decree freely and without coercion.

12 12. Defendants hereby waive all rights to appeal or otherwise challenge or contest  
13 the validity of this Decree.

14  
15 13. Entry of this Decree is in the public interest.

16 IT IS THEREFORE ORDERED AS FOLLOWS:

17 ORDER

18 1. The defendants who are signatories to this Decree—Brightstar and Chen,  
19 (hereinafter, “Signatories”)—and each and all of their directors, officers, agents, servants,  
20 brokers, employees, successors, assigns, and attorneys, and all persons or entities in active  
21 concert or participation with any of them, who receive actual notice of this Decree by personal  
22 service or otherwise, are permanently enjoined from selling, offering for sale, distributing, or  
23 importing into the United States, directly or indirectly, introducing or causing the introduction  
24 into interstate commerce any toy or other consumer product intended primarily for children 12  
25 years of age or younger, unless and until:  
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1           A.     Signatories retain, at Signatories' sole cost and expense, an independent  
2 person or entity (the "Product Safety Coordinator"), who is without any personal or financial  
3 ties (other than the agreement pursuant to which the Product Safety Coordinator is engaged to  
4 perform the functions described in this Section 1.A) to Signatories, their families or any entity  
5 directly or indirectly controlled by Signatories or their families, and who, by reason of  
6

7 background, training, education, or experience is qualified to help Signatories fulfill the  
8 following requirements:

- 9                   i.     Create a comprehensive product safety program.
- 10                  ii.    Conduct a product audit to determine which of Signatories'  
11 merchandise and inventory requires testing and certification of compliance with the FHSA,  
12 the CPSA, and any other Act enforced by the CPSC, and quarantines all subject merchandise  
13 until the product audit is completed.  
14

15           B.     Retain for children's products an accredited third party conformity  
16 assessment body or bodies accepted by the CPSC (third party conformity assessment body)  
17 and listed on the CPSC's website to perform third party testing on children's products as  
18 required by law.  
19

20           C.     The Signatories establish, with the assistance of the Product Safety  
21 Coordinator, a comprehensive product safety program with written standard operating  
22 procedures ("SOPs") designed to ensure continuous compliance with applicable federal laws,  
23 standards, and regulations enforced by the CPSC. The product safety program shall:  
24

- 25                   i.     Comply with the third party testing requirements pursuant to 15  
26 U.S.C. § 2063(a)(2) and periodic testing at least once a year in accordance with the  
27

1 requirements of 16 C.F.R. part 1107. This periodic testing requirement applies to each  
2 children's product that Signatories import into the United States or manufacture for sale that is  
3 subject to a children's product safety rule, or any other consumer product safety rule or  
4 similar ban, standard, or regulation under the CPSA, the FHSA, any other Act enforced by the  
5 CPSC, or any regulation passed thereunder.  
6

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

13                   iii.       Establish procedures to ensure that the Signatories apply all  
14 cautionary labeling required by the CPSA, the FHSA, any other Act enforced by the CPSA,  
15 and any applicable regulations.  
16

17                   iv.       Establish procedures to ensure that children's products have  
18 permanent, distinguishing marks (tracking labels) on the product and its packaging as required  
19 by 15 U.S.C. § 2063(a)(5).  
20

21                   v.       Establish systems to ensure that the product safety program's  
22 SOPs are followed consistently.  
23

24                   vi.       Include procedures to ensure that the Signatories: adequately  
25 correct any product violation cited by the CPSC (whether in connection with an inspection, a  
26 letter of advice or otherwise); conduct product recalls; and respond to CPSC letters of advice  
27 within the time specified in each letter of advice.  
28

1                   vii.     Establish systems to: investigate all reports of consumer  
2 incidents, property damage, injuries, warranty claims, insurance claims, and court complaints  
3 regarding consumer products that Signatories import, distribute or sell in the United States;  
4 adhere to applicable CPSC reporting requirements; address potentially defective products  
5 appropriately; and implement corrective internal procedures should systemic issues relating to  
6 compliance with CPSC requirements be identified.  
7

8                   D.     The Signatories shall ensure that a third party conformity assessment  
9 body has conducted certification testing on children's products. The Signatories shall hire or  
10 supervise the hiring of a third party conformity assessment body to test samples of each  
11 children's product, subject to any children's product safety rule including, but not limited to,  
12 the following:  
13

14                   i.     Small Parts: For each children's product that is intended for  
15 children under three years of age, as determined by age grading analysis that includes the  
16 factors listed at 16 C.F.R. § 1501.2(b), in accordance with the requirements of 16 C.F.R. §§  
17 1500.51, 1500.52, and 16 C.F.R. part 1501.  
18

19                   ii.    Rattle Requirements: For each children's product that meets the  
20 definition of a rattle, as defined in 16 C.F.R. § 1510.2, a third party conformity assessment  
21 body for rattle testing shall review a model of each product to determine whether small parts  
22 exist and test each rattle toy in accordance with the requirements of 16 C.F.R. §§ 1500.51 and  
23 1510.4.  
24

25                   iii.   Lead Paint and Lead Content: A third party conformity  
26 assessment body for lead paint and lead content testing shall test each model of children's  
27  
28



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

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

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

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

19 G. CPSC representatives shall inspect the Signatories' facility as soon as is  
20 practicable after receipt of the paragraph (F) certification.  
21

22 H. If pursuant to the inspection the Signatories appear to be in compliance  
23 with the requirements set forth in subparagraphs (A)-(E) of this Decree, CPSC shall notify the  
24 Signatories in writing. The CPSC's silence shall not be construed as a substitute for written  
25 notification, unless the CPSC fails to respond to a written request from the Signatories for a  
26 notice under this paragraph within forty-five (45) days of the request.  
27

28 I. For a period of at least two years from the date the CPSC notifies the

1 Signatories in writing pursuant to subparagraph (H) (the “monitoring period”), the Signatories  
2 shall retain the Product Safety Coordinator to monitor the Signatories’ implementation of the  
3 comprehensive product safety program and compliance with the requirements of this Decree  
4 and all relevant statutes and regulations. If during the monitoring period CPSC finds that the  
5 Signatories are not in compliance with this Decree, CPSC may give the Signatories written  
6 notice of a 180-day extension of the monitoring period.  
7

8 2. Signatories, and each and all of their directors, officers, agents, servants,  
9 brokers, employees, attorneys, successors, assigns, and all persons or entities in active concert  
10 or participation with any of them who receive actual notice of this Decree by personal service  
11 or otherwise, are hereby permanently restrained and enjoined from directly or indirectly doing  
12 or causing to be done any of the following acts:  
13

14 Violating the CPSA

15 A. Violating section 19(a)(1) of the CPSA, 15 U.S.C. § 2068(a)(1), by  
16 selling, offering for sale, manufacturing for sale, distributing in commerce, or importing into  
17 the United States any consumer product, or other product or substance that is regulated under  
18 the CPSA or any other Act enforced by the Commission, that is not in conformity with an  
19 applicable consumer product safety rule under the CPSA, or any similar rule, regulation,  
20 standard, or ban under any Act enforced by the Commission, including, but not limited to:  
21

22 i. Any children’s toys or child care articles that contain  
23 concentrations of phthalates in violation of 15 U.S.C. § 2057c;  
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1                   ii.     Any toy stroller that could fit a child for which the product is  
2 intended and that fails to meet folding mechanism requirements in violation of 15 U.S.C. §  
3 2056B(a).

4                   iii.     Any product which is subject to any consumer product safety  
5 rule or any children's product safety rule and lacks a conformity certificate to the extent  
6 required under 15 U.S.C. § 2063 and applicable rules, regulations, and enforcement policies  
7 of the CPSC; and  
8

9                   iv.     Children's products that have not been tested by an accredited  
10 third party conformity assessment body accepted by the CPSC to the extent required under 15  
11 U.S.C. § 2063(a)(2) and applicable rules, regulations, and enforcement policies of the CPSC;

12                   B.     Violating section 19(a)(2)(D) of the CPSA, 15 U.S.C. § 2068(a)(2)(D),  
13 by selling, offering for sale, manufacturing for sale, distributing in commerce, or importing  
14 into the United States any consumer product, or other product or substance that is a banned  
15 hazardous substance within the meaning of section 2(q)(1) of the FHSA, 15 U.S.C.  
16 1261(q)(1), including, but not limited to, the violations discussed in subparagraphs (F) and  
17 (G) below.

18                   C.     Violating section 19(a)(6) of the CPSA, 15 U.S.C. § 2068(a)(6), by  
19 failing to furnish a certificate required by this Act or any other Act enforced by the  
20 Commission, or to issue a false certificate, if such person, in the exercise of due care, has  
21 reason to know that the certificate is false or misleading in any material respect; or to fail to  
22 comply with any requirement of section 14 (including the requirement for tracking labels), or  
23 any rule or regulation under such section.  
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1 D. Engaging in any other act or practice that would violate the CPSA, 15  
2 U.S.C. §§ 2051-2089.

3 Violating the FHSA

4 E. Introducing, or causing the introduction or delivery for introduction  
5 into interstate commerce, any banned hazardous substance or receiving in interstate commerce  
6

7 any banned hazardous substances, or delivering or proffering to deliver thereof for pay or  
8 otherwise, in violation of section 4 of the FHSA, 15 U.S.C. § 1263(a) and (c), including, but  
9 not limited to:

10  
11 i. Any children's product containing lead exceeding the limits  
12 established in 15 U.S.C. § 1278a;

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

15  
16 iii. Any toy or other article, intended for use by children under  
17 three years of age that presents a choking, aspiration, or ingestion hazard because of small  
18 parts, as defined by 16 C.F.R. part 1501;

19  
20 iv. Any rattle, as defined in 16 C.F.R. § 1510.2, that does not  
21 comply with the requirements 16 C.F.R. part 1510.

22 F. Introducing, or causing the introduction or delivery for introduction  
23 into interstate commerce, any misbranded hazardous substance or receiving in interstate  
24 commerce any misbranded hazardous substance, or delivering or proffering to deliver thereof  
25 for pay or otherwise, in violation of section 4 of the FHSA, 15 U.S.C. § 1263(a) and (c),  
26 including, but not limited to:  
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1                   i.       Any marble, as defined in 16 C.F.R. § 1500.19(a)(4), intended  
2 for use by children three years of age or older, which lacks the required cautionary statement  
3 under 15 U.S.C. § 1278(b)(2).

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

6  
7           3.       Beginning on or before the date that is six (6) months after the date of entry of  
8 this Decree and every six (6) months thereafter, for a period of five (5) years after the date of  
9 entry of this Decree, Signatories shall provide in writing to the CPSC a list of the names and  
10 importer of record numbers used or associated with any entity owned, managed, or controlled,  
11 in whole or in part, by Signatories. This list shall be mailed to the Director of Regulatory  
12 Enforcement, Office of Compliance and Field Operations.

13  
14           4.       Signatories shall maintain, and provide promptly to the CPSC upon request, for  
15 at least five (5) years after the date of this Decree, records of all analyses, testing, and  
16 certificates of conformance for any consumer product required by this Decree and all  
17 applicable laws. Such records shall include, but not be limited to, the date of the analysis and  
18 testing, the procedures used, and the results of the analysis and testing. Signatories shall also  
19 maintain, and provide promptly to the CPSC upon request, for at least five (5) years after the  
20 date of this Decree, records of all consumer incidents, property damage, injuries, warranty  
21 claims, returns, insurance claims, or court complaints regarding consumer products that  
22 Signatories imported into the United States, regardless of where the incident occurred, to the  
23 extent reasonably available and permitted by law.  
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1           5.       Within ten (10) calendar days after date of the entry of this Decree, Signatories  
2 shall post copies of this Decree on all bulletin boards in common areas at their corporate,  
3 warehouse and retail facilities, and at any other locations at which Signatories conduct  
4 business within the CPSC's jurisdiction, and shall ensure that the Decrees remain posted at  
5 each location for as long as such Signatory is engaged in importing or selling any toy or other  
6 consumer product intended primarily for children 12 years of age or younger.  
7

8           6.       Within ten (10) calendar days after the date of entry of this Decree, Signatories  
9 shall provide a copy of the Decree, by personal service or certified mail (restricted delivery,  
10 return receipt requested), to each and all of their directors, officers, agents, servants, brokers,  
11 and employees (collectively referred to as "Associated Persons"). Within thirty (30) calendar  
12 days of the date of entry of this Decree, Signatories shall provide to the CPSC's General  
13 Counsel an affidavit stating the fact and manner of their compliance with this paragraph,  
14 identifying the names, addresses, and positions of all persons who received a copy of this  
15 Decree pursuant to this paragraph.  
16  
17

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

3 8. Within ten (10) calendar days of receiving a request from the CPSC for any  
4 information or documentation that the CPSC deems necessary to evaluate Signatories'  
5 compliance with this Decree, Signatories shall provide such information or documentation to  
6 the CPSC.  
7

8 9. The Signatories shall notify the CPSC's General Counsel in writing at least ten  
9 (10) calendar days before (1) consummation of: a sale, lease, exchange, or transfer of all or  
10 substantially all of the assets of Brightstar; any merger, consolidation, or reorganization of  
11 Brightstar; or any change in ownership of Brightstar in which the holders of the outstanding  
12 equity of these businesses immediately before the transaction do not hold voting control, or at  
13 least 50% of the outstanding equity of, the surviving entity after the transaction; or (ii)  
14 adoption or approval by Brightstar of a plan of liquidation or dissolution or an agreement  
15 relating to or calling for liquidation or dissolution of Brightstar.  
16  
17

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

25 11. If any Signatory fails to comply with the material provisions of this Decree,  
26 said Signatory shall pay to the United States of America liquidated damages in the sum of one  
27 thousand dollars (\$1,000.00) for each day that said Signatory fails to comply with this Decree.  
28

1 Signatories understand and agree that the liquidated damages specified in this paragraph are  
2 not punitive in nature and do not in any way limit the ability of the United States of America  
3 to seek, and the Court to impose, additional criminal or civil contempt penalties based on  
4 conduct that may also be the basis for the payment of liquidated damages.  
5

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

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

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

22 15. The provisions of this Decree are separate and severable from one another. If  
23 any provision is stayed or determined to be invalid, the remaining provisions shall remain in  
24 full force and effect.  
25

26 16. This Court shall retain jurisdiction of this matter for purposes of construction,  
27 modification, and enforcement of this Decree.  
28



1 17. The parties, by their respective counsel, hereby consent to entry of the  
2 foregoing Decree, which shall constitute a final judgment and order in this matter as to  
3 injunctive relief. The parties further stipulate and agree that the entry of the foregoing Decree  
4 shall constitute full, complete, and final settlement of this action as to injunctive relief.  
5

6  
7 SO ORDERED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.  
8

9  
10 \_\_\_\_\_  
United States District Judge

11 FOR PLAINTIFF:

OF COUNSEL:

12 BENJAMIN C. MIZER  
13 Principal Deputy Assistant Attorney General

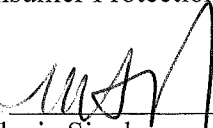
STEPHANIE TSACOUMIS  
General Counsel

14 JONATHAN F. OLIN  
15 Deputy Assistant Attorney General

MELISSA V. HAMPSHIRE  
Assistant General Counsel


16  
17  
18 MICHAEL S. BLUME  
Director  
19 JILL FURMAN  
20 Deputy Director  
Consumer Protection Branch

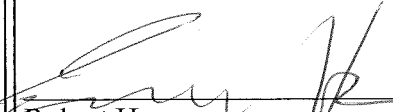
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