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

<p>13 UNITED STATES OF AMERICA, Plaintiff,</p> <p>14</p> <p>15 v.</p> <p>16 UNIK TOYZ TRADING, INC., a California corporation; JULIE TRAN, 17 an individual; and KIET TRAN, an individual, 18 Defendants. 19</p>	<p>Case No. 2:15-cv-7821</p> <p>CONSENT DECREE OF PERMANENT INJUNCTION AS TO UNIK TOYZ TRADING, INC., JULIE TRAN, AND KIET TRAN</p> <p>[15 U.S.C. §§ 2071(A), 1267(A)]</p>
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 22 WHEREAS the United States of America has filed a Complaint against Unik
 23 Toyz Trading, Inc., Julie Tran and Kiet Tran for a permanent injunction for
 24 defendants’ alleged violations of statutes and regulations enforced by the U.S.
 25 Consumer Product Safety Commission (“CPSC” or “Commission”), including
 26 section 19 of the Consumer Product Safety Act (“CPSA”), 15 U.S.C. § 2068(a), and
 27 section 4 of the Federal Hazardous Substances Act (“FHSA”), 15 U.S.C. § 1263;

28 WHEREAS the United States and defendants Unik Toyz Trading, Inc., Julie

1 Tran and Kiet Tran consent to entry of this Consent Decree for Permanent Injunction
2 (the “Decree”), without contest, and before any testimony has been taken;

3 WHEREAS, defendants Unik Toyz Trading, Inc., Julie Tran and Kiet Tran
4 have waived service of the Summons and Complaint; the parties are represented by
5 the attorney whose name appears hereafter; and the parties want to settle this action
6 upon the following terms and conditions, without adjudication of any issue of fact or
7 law.

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

10
11 FINDINGS

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

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

20 3. Venue in the Central District of California is proper under 28 U.S.C.
21 § 1391(b) and (c).

22 4. At all times relevant hereto, Unik Toyz Trading, Inc. (“Unik”) is a
23 “manufacturer” and “retailer” of “consumer products,” as those terms are defined in
24 section 3 of the CPSA, 15 U.S.C. § 2052(a).

25 5. At all times relevant hereto, Julie Tran is the owner of Unik and Kiet
26 Tran is the manager of Unik, and as such, they are the individuals responsible for the
27 acts and practices of Unik including compliance with the requirements of the CPSA,
28 the CPSIA, and the FHSA, and the regulations issued thereunder.

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

4 7. The Complaint alleges that the defendants violated the CPSA, 15
5 U.S.C. § 2068(a)(1), by selling, offering for sale, distributing in commerce, and
6 importing into the United States, consumer products, or other products or substances
7 that are regulated under the CPSA or any other Acts enforced by the Commission
8 that are not in conformity with an applicable consumer product safety rule under the
9 CPSA, or any similar rule, regulation, standard, or ban under any other Act enforced
10 by the Commission. Specifically, the Complaint alleges that the defendants
11 violated the CPSA by importing, offering for sale, selling, and distributing in
12 commerce, children's toys or childcare articles, as defined by 15 U.S.C. §
13 2057c(g)(1)(B) and (C), that contain phthalate concentrations exceeding the
14 allowable amount pursuant to 15 U.S.C. § 2057c. The Complaint also alleges that
15 the defendants violated the CPSA by importing, offering for sale, selling, and
16 distributing in commerce, toys intended for children less than three years of age with
17 batteries that are accessible without the use of a coin, screwdriver, or other common
18 household tool. 15 U.S.C. § 2056B(a).

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

1 children under three years of age, which present a choking, aspiration, or ingestion
2 hazard because of small parts and are banned by 16 C.F.R. § 1500.18(a)(9).

3 9. The Complaint alleges that the defendants violated the CPSA, 15
4 U.S.C. § 2068(a)(1), and the FHSA, 15 U.S.C. § 1263(a) and (c), by introducing or
5 causing the introduction or delivery for introduction into interstate commerce of
6 misbranded hazardous substances, or the receipt in interstate commerce of
7 misbranded hazardous substances and the delivery or proffered delivery thereof for
8 pay or otherwise. Specifically, the Complaint alleges that the defendants violated
9 the CPSA and FHSA by importing, distributing and selling art materials which do
10 not meet the requirements of the Labeling of Hazardous Art Materials Act. 15
11 U.S.C. §§ 1262(b), 1277(a) and (b).

12 10. The Complaint alleges that defendants violated the CPSA, 15 U.S.C. §
13 2068(a)(6), by failing to furnish certificates required by this Act or any other Act
14 enforced by the Commission, and further by failing to comply with a requirement of
15 section 14 (including the requirement for tracking labels) or any rule or regulation
16 under such section.

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

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

20 13. Entry of this Decree is in the public interest.

21 IT IS THEREFORE ORDERED AS FOLLOWS:

22 ORDER

23 1. The defendants who are signatories to this Decree—Unik, Julie Tran
24 and Kiet Tran, (hereinafter, “Signatories”)—and each and all of their directors,
25 officers, agents, servants, brokers, employees, successors, assigns, and attorneys,
26 and all persons or entities in active concert or participation with any of them, who
27 receive actual notice of this Decree by personal service or otherwise, are
28 permanently enjoined from selling, offering for sale, distributing, or importing into

1 the United States, directly or indirectly, introducing or causing the introduction into
2 interstate commerce any toy or other consumer product intended primarily for
3 children 12 years of age or younger, unless and until:

4 A. Signatories retain, at Signatories' sole cost and expense, an
5 independent person or entity (the "Product Safety Coordinator"), who is without any
6 personal or financial ties (other than the agreement pursuant to which the Product
7 Safety Coordinator is engaged to perform the functions described in this Section
8 1.A) to Signatories, their families or any entity directly or indirectly controlled by
9 Signatories or their families, and who, by reason of background, training, education,
10 or experience is qualified to help Signatories fulfill the following requirements:

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

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

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

25 i. Comply with the testing requirements pursuant to 15
26 U.S.C. § 2063 and 16 C.F.R. part 1107. This periodic testing requirement applies
27 to each children's product that Signatories import into the United States that is
28 subject to a children's product safety rule, or any other consumer product safety rule

1 or similar ban, standard, or regulation under the CPSA, the FHSA, any other Act
2 enforced by the CPSC, or any regulation passed thereunder (herein, “Regulated
3 Product”).

4 ii. Ensure that after testing in accordance with law and this
5 Consent Decree, Signatories issue, retain and provide to the CPSC on request,
6 certificates of conformity for every Regulated Product.

7 iii. Establish procedures to ensure that the Signatories apply
8 all cautionary labeling required by the CPSA, the FHSA, any other Act enforced by
9 the CPSA, and any applicable regulations.

10 iv. Establish procedures to ensure that children’s products
11 have permanent, distinguishing marks (tracking labels) on the product and its
12 packaging as required by 15 U.S.C. § 2063(a)(5) and any applicable CPSC
13 regulations and policies.

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

16 vi. 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 any product safety
19 recalls; and respond to CPSC letters of advice within the time specified in each letter
20 of advice.

21 vii. Establish systems to: investigate all reports of consumer
22 incidents, property damage, injuries, warranty claims, insurance claims, and court
23 complaints regarding Regulated Products that could or may indicate violations of
24 laws and regulations enforced by the CPSC; adhere to applicable CPSC reporting
25 requirements; address potentially defective products appropriately; and implement
26 corrective internal procedures should systemic issues relating to compliance with
27 CPSC requirements be identified.

28 D. The Signatories shall ensure that a third party conformity

1 assessment body has conducted certification testing on Regulated Products. The
2 Signatories shall hire or supervise the hiring of a third party conformity assessment
3 body to test samples of each Regulated Product, subject to any children's product
4 safety rule including, but not limited to, the following:

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

9 ii. Lead Content: A third party conformity assessment body
10 for lead content testing shall test accessible substrates, when applicable, for the lead
11 content requirements of 15 U.S.C. § 1278a(a)(2).

12 iii. Phthalates: A third party conformity assessment body for
13 phthalates testing shall test each model of children's toy or child care article for
14 compliance with the phthalate content requirements of 15 U.S.C. § 2057c or
15 components thereof, as permitted under 16 C.F.R. Part 1109.

16 iv. American Society for Testing and Materials (ASTM)
17 standard: A third party conformity assessment body for section 4.25 of ASTM
18 F963-11, or the applicable effective version, shall shall test toys intended for
19 children under age three that contain batteries accessible without the use of a coin,
20 screwdriver, or other household tool.

21 E. The Signatories issue certificates of compliance for each
22 Regulated Product, verifying that each of Signatories' children's products comply
23 with such children's product safety rule, to the extent required by 15 U.S.C. §
24 2063(a)(2), 16 C.F.R. part 1110, and other applicable rules.

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

28 G. CPSC representatives shall inspect the Signatories' facility as

1 soon as is practicable after receipt of the paragraph (F) certification. CPSC will
2 provide 48 hours notice of this inspection.

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

9 I. For a period of at least two years from the date the CPSC notifies
10 the Signatories in writing pursuant to subparagraph (H) (the "monitoring period"),
11 the Signatories shall retain the Product Safety Coordinator to monitor the
12 Signatories' implementation of the comprehensive product safety program and
13 compliance with the requirements of this Decree and all relevant statutes and
14 regulations. If during the monitoring period CPSC finds that the Signatories are not
15 in compliance with this Decree, CPSC may upon written notice to Signatories
16 extend the monitoring period by 180 days.

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

23 Violating the CPSA

24 A. Violating section 19(a)(1) of the CPSA, 15 U.S.C. § 2068(a)(1),
25 by selling, offering for sale, manufacturing for sale, distributing in commerce, or
26 importing into the United States any consumer product, or other product or
27 substance that is regulated under the CPSA or any other Act enforced by the
28 Commission, that is not in conformity with an applicable consumer product safety

1 rule under the CPSA, or any similar rule, regulation, standard, or ban under any Act
2 enforced by the Commission, including, but not limited to:

3 i. Any children's toys or child care articles that contain
4 concentrations of phthalates in violation of 15 U.S.C. § 2057c and any applicable
5 CPSC regulations and policies;

6 ii. Any toys intended for children less than three years of age
7 with batteries that are accessible without the use of a coin, screwdriver, or other
8 common household tool. 15 U.S.C. § 2056B(a).

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

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

17 B. Violating section 19(a)(2)(D) of the CPSA, 15 U.S.C. §
18 2068(a)(2)(D), by selling, offering for sale, manufacturing for sale, distributing in
19 commerce, or importing into the United States any consumer product, or other
20 product or substance that is a banned hazardous substance within the meaning of
21 section 2(q)(1) of the FHSA, 15 U.S.C. 1261(q)(1), including, but not limited to, the
22 violations discussed in subparagraphs (E) and (F) below.

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

1 D. Engaging in any other act or practice that would violate the
2 CPSA, 15 U.S.C. §§ 2051-2089.

3 Violating the FHSA

4 E. Introducing, or causing the introduction or delivery for
5 introduction into interstate commerce, any banned hazardous substance or receiving
6 in interstate commerce any banned hazardous substances, or delivering or proffering
7 to deliver thereof for pay or otherwise, in violation of section 4 of the FHSA, 15
8 U.S.C. § 1263(a) and (c), including, but not limited to:

9 i. Any children's product containing lead exceeding the
10 limits established in 15 U.S.C. § 1278a and any applicable CPSC regulations and
11 policies;

12 ii. Any toy or other article, intended for use by children under
13 three years of age that presents a choking, aspiration, or ingestion hazard because of
14 small parts, as defined by 16 C.F.R. part 1501 and any applicable CPSC policies;

15 F. Introducing, or causing the introduction or delivery for
16 introduction into interstate commerce, any misbranded hazardous substance or
17 receiving in interstate commerce any misbranded hazardous substance, or delivering
18 or proffering to deliver thereof for pay or otherwise, in violation of section 4 of the
19 FHSA, 15 U.S.C. § 1263(a) and (c), including, but not limited to:

20 i. Art material which has the potential to produce chronic
21 adverse health effects and does not meet the requirements of the Labeling of
22 Hazardous Art Material Act.

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

25 3. Beginning on or before the date that is six (6) months after the date of
26 entry of this Decree and every six (6) months thereafter, for a period of five (5) years
27 after the date of entry of this Decree, Signatories shall provide in writing to the
28 CPSC a list of the names and importer of record numbers used or associated with

1 any entity owned, managed, or controlled, in whole or in part, by Signatories. This
2 list shall be mailed to the Director of Regulatory Enforcement, Office of Compliance
3 and Field Operations.

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

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

23 6. Within thirty (30) calendar days after the date of entry of this Decree,
24 Signatories shall provide a copy of the Decree, by personal service or certified mail
25 (restricted delivery, return receipt requested), to each and all of their directors,
26 officers, agents, servants, brokers, and employees (collectively referred to as
27 "Associated Persons"). Within thirty (30) calendar days of the date of entry of this
28 Decree, Signatories shall provide to the CPSC's General Counsel an affidavit stating

1 the fact and manner of their compliance with this paragraph, identifying the names,
2 addresses, and positions of all persons who received a copy of this Decree pursuant
3 to this paragraph.

4 7. If any of the Signatories becomes associated with any additional
5 Associated Person(s) at any time after the date of entry of this Decree, such
6 Signatory immediately shall provide a copy of this Decree, by personal service or
7 certified mail (restricted delivery, return receipt requested), to such Associated
8 Person(s). Within thirty (30) calendar days after the date on which any of the
9 Signatories becomes associated with any such additional Associated Person, such
10 Signatory shall provide, to the CPSC's General Counsel, an affidavit stating the fact
11 and manner of the applicable Signatory's compliance with this paragraph,
12 identifying the names, addresses, and positions of any Associated Person(s) who
13 received a copy of this Decree pursuant to this paragraph, and attaching a copy of the
14 executed certified mail return receipts.

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

19 9. The provisions of Paragraphs 1-8 of this Order shall apply to activities
20 of Julie Tran or Kiet Tran, undertaken individually or through entities other than
21 Unik, only where she or he: (i) is engaged in importing any toy or other consumer
22 product intended for children 12 years of age or younger; (ii) has responsibility for
23 compliance with the CPSA or FHSA with regard to importation or distribution of
24 any toy or other consumer product intended for children 12 years of age or younger;
25 or (iii) is engaged in importing, distributing, or selling any toy or other consumer
26 product intended for children 12 years of age or younger through an entity in which
27 she or he has an ownership interest or is an officer or director.

28 10. For a period of thirty years from the date of entry of this Decree, the

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

10 11. All notifications, correspondence, and communications to the CPSC as
11 required by the terms of this Decree shall be addressed to the Director, Division of
12 Regulatory Enforcement, Office of Compliance and Field Operations, CPSC, 4330
13 East West Highway, Bethesda, MD 20814, or to the General Counsel, Office of the
14 General Counsel, CPSC, 4330 East West Highway, Bethesda, MD 20814.

15 12. If any Signatory fails to comply with the material provisions of this
16 Decree, said Signatory shall pay to the United States of America liquidated damages
17 in the sum of one thousand dollars (\$1,000.00) for each day that said Signatory fails
18 to comply with this Decree. Signatories understand and agree that the liquidated
19 damages specified in this paragraph are not punitive in nature and do not in any way
20 limit the ability of the United States of America to seek, and the Court to impose,
21 additional criminal or civil contempt penalties based on conduct that may also be the
22 basis for the payment of liquidated damages.

23 13. Provided that Signatories are not in default of any obligation under this
24 Consent Decree, the Justice Department's Consumer Protection Branch and the
25 CPSC agree not to file further civil actions of any kind or nature, or initiate any
26 administrative proceedings, under the CPSA, FHSA, or other statutes administered
27 by the CPSC, against any Signatory or any individual, employee, representative or
28 agent of any Signatory or any affiliated entity for conduct relating to selling, offering

1 for sale, manufacturing for sale, distributing in commerce, or importing into the
2 United States consumer products that are not in conformity with an applicable
3 consumer product safety rule or similar rule, regulation, standard or ban under a
4 statute enforced by the Commission, or any banned or mislabeled hazardous
5 substance during the period from September 23, 2011, to the date that the parties
6 sign this Decree, or for any other alleged violation by Signatories of the CPSA, the
7 FHSA or other statutes administered by the CPSC based upon information known to
8 the CPSC during the period September 23, 2011, to the date that the parties sign this
9 Decree.

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

14 15. If Signatories' operations have been maintained in a state of continual
15 compliance with applicable laws and regulations and this Decree for at least ten (10)
16 years after CPSC issues written notice pursuant to subparagraph 1(H) that
17 Signatories have satisfied all of their obligations under subparagraphs 1(A)-1(E),
18 Signatories may petition this Court for relief from this Decree, including without
19 limitation that the Decree be vacated, and the United States will not unreasonably
20 withhold its consent to such a petition.

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

1 to, any claim or defense asserted by any party.

2 17. Each party shall bear its own costs and attorneys' fees.

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

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

8 20. 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 as
10 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 as
12 to injunctive relief.

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15 SO ORDERED this _____ day of _____, 2015.

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17 _____
18 United States District Judge
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FOR PLAINTIFF:

BENJAMIN C. MIZER
Principal Deputy Assistant Attorney General

JONATHAN F. OLIN
Deputy Assistant Attorney General

MICHAEL S. BLUME
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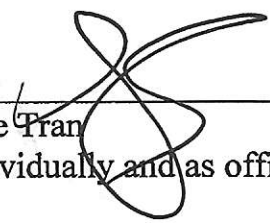
OF COUNSEL:

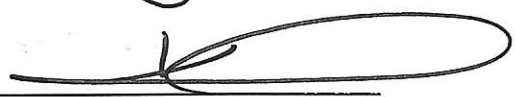
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General Counsel

MELISSA V. HAMPSHIRE
Assistant General Counsel

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

1 FOR THE SIGNATORIES:

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3
4 
5 Julie Tran
6 Individually and as officer of Unik Toyz Trading, Inc.

7 
8 Kiet Tran
9 Individually and as officer of Unik Toyz Trading, Inc.

10 
11 Khai LeQuang (SBN 202922)
12 Orrick, Herrington & Sutcliffe LLP
13 2050 Main Street
14 Suite 1100
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16 Telephone: 949-852-7708
17 Facsimile: 949-567-6710
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