

**FILED**

**JUL 09 2025**

Clerk of the Napa Superior Court

By: 

Deputy

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*Attorneys for Plaintiff*

(For list of additional Plaintiff's counsel,  
see attached Appendix)

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF NAPA**

25CV001351

THE PEOPLE OF THE STATE OF CALIFORNIA,

Plaintiff,

vs.

SHEIN US SERVICES, LLC, a Delaware limited  
liability company; SHEIN DISTRIBUTION  
CORPORATION, a Delaware corporation; and  
SHEIN TECHNOLOGY LLC, a Delaware limited  
liability company,

Defendants.

Case No.:

**STIPULATED FINAL JUDGMENT**

**RECEIVED**

**JUL 07 2025**

Napa Superior Court

Plaintiff, the PEOPLE OF THE STATE OF CALIFORNIA (hereinafter, "the People"), appears  
by and through Allison Haley, District Attorney of Napa County, by Patrick Collins, Deputy District  
Attorney; Nathan J. Hochman, District Attorney of Los Angeles County, by Duke Chau, Deputy District  
Attorney; Brooke Jenkins, District Attorney of San Francisco, by Matthew L. Beltramo, Assistant  
District Attorney; and Carla Rodriguez, District Attorney of Sonoma County, by Matthew Cheever,  
Chief Deputy District Attorney and Katy Yount, Deputy District Attorney.

1 Defendants SHEIN US SERVICES, LLC, SHEIN DISTRIBUTION CORPORATION, and  
2 SHEIN TECHNOLOGY LLC (collectively, "Defendants"), appear by and through their counsel King &  
3 Spalding LLP, by McGregor Scott and Lohr Beck.

4 The People and Defendants have stipulated to the entry of this Stipulated Final Judgment  
5 ("Judgment") to settle certain disputed claims between them as alleged in the Complaint.

6 Good cause appearing therefore, IT IS HEREBY ORDERED AND DECREED THAT:

7 1. The Judgment has been reviewed by this Court and is found to have been entered in good  
8 faith and to be, in all respects, just, reasonable, equitable, and adequate to protect the public from the  
9 occurrence of future violations of the law.

10 2. Nothing in the Stipulation or Judgment shall be construed as an admission or denial by  
11 Defendants of any fact, issue of law, or violations of law alleged generally or specifically in the  
12 Complaint.

13 3. Unless otherwise stated, all obligations imposed upon Defendants by the terms of this  
14 Judgment are ordered pursuant to sections 17200, et seq., and 17500, et seq., of the California Business  
15 and Professions Code, including sections 17203, 17206, 17535, and 17536.

16 4. The Parties waive the right to appeal this Judgment both as to form and content.

17 **JURISDICTION AND VENUE**

18 5. This civil enforcement action is brought by the People in the public interest under the  
19 laws of the State of California. As Defendants have offered for sale and/or sold products over the  
20 Internet and throughout the State of California, including Napa County, the Napa County Superior Court  
21 ("Court") has jurisdiction of the subject matter hereof and of the Parties hereto and is a proper venue for  
22 this action.

23 **APPLICABILITY**

24 6. This Judgment is applicable to Defendants and to their agents, servants, employees,  
25 representatives, officers, directors, managers, subsidiaries, successors and assigns with actual or  
26 constructive notice of this Judgment.

27 **INJUNCTION**

28 7. Pursuant to Business and Professions Code sections 17203 and 17535, Defendants are

hereby enjoined and restrained from doing any of the following acts or practices:

- A. Making any untrue or misleading representations regarding the period of time in which a product is expected to ship or to be delivered; and
- B. Violating any of the provisions of Business and Professions Code section 17538, subdivision (a), relating to timeliness of shipping, the issuance and content of delay notices, the offering of refunds to consumers whose products were not shipped in a timely fashion, or any of the other requirements set forth in that subsection.

8. Nothing in this Judgment shall in any manner affect the Defendants' obligation to fully comply with any other law or regulation not mentioned here.

#### **COMPLIANCE**

9. Pursuant to Business and Professions Code sections 17203 and 17535, for a period of five (5) years from the date of entry of this Judgment, Defendants shall:

- A. Within thirty (30) days of entry of Judgment, provide a copy of this Judgment to all of their officers having direct authority over shipping policies and procedures that may impact California consumers;
- B. Within thirty (30) days of their date of hire, provide a copy of this Judgment to each of Defendants' future officers having direct authority over shipping policies and procedures that may impact California consumers;
- C. Obtain from each person who is provided a copy of this Judgment pursuant to this Paragraph a digital and/or written acknowledgement that he or she: (1) received a copy of this Judgment; (2) read it and understands its terms; and (3) agrees to fully abide by all of its terms; and
- D. Maintain records of the acknowledgements described in this Paragraph and make such records available to any counsel for Plaintiff for copying and inspection within thirty (30) days of such a request.

#### **MONETARY RELIEF**

10. **Civil Penalties.** Pursuant to Business and Professions Code sections 17206 and 17536, Defendants shall pay civil penalties, jointly and severally, in the amount of Six Hundred Thousand Dollars

1 (\$600,000) said amount to be made payable in accordance with Government Code section 26506 as  
2 follows:

- 3 A. One check in the amount of One Hundred Fifty Thousand Dollars (\$150,000) shall be  
4 made payable to the "Napa County Treasurer f/b/o District Attorney's Office";  
5 B. One check in the amount of One Hundred Fifty Thousand Dollars (\$150,000) shall be  
6 made payable to the "Los Angeles County Treasurer f/b/o District Attorney's Office";  
7 C. One check in the amount of One Hundred Fifty Thousand Dollars (\$150,000) shall be  
8 made payable to the "San Francisco Treasurer f/b/o District Attorney's Office"; and  
9 D. One check in the amount of One Hundred Fifty Thousand Dollars (\$150,000) shall be  
10 made payable to the "Sonoma County Treasurer f/b/o District Attorney's Office."

11 11. **Investigative Costs.** Pursuant to Business and Professions Code sections 17203 and 17535,  
12 Defendants, jointly and severally, shall pay investigative costs in the amount of One Hundred Thousand  
13 Dollars (\$100,000). Said amount shall be made payable to the "Napa County Treasurer f/b/o District  
14 Attorney's Office". The Napa County District Attorney's Office shall distribute the investigative costs  
15 payment to the District Attorney's offices which incurred the costs.

16 12. All checks described in Paragraphs 10-11 shall be due within fifteen (15) calendar days  
17 after the entry of this Judgment and delivered to the attention of Deputy District Attorney Patrick Collins,  
18 Napa County District Attorney's Office, 1127 First Street, Suite C, Napa, California 94559.

19 13. The People will file an informational return on IRS Form 1098-F, pursuant to and  
20 consistent with 26 U.S.C. section 6050X and 26 C.F.R. section 1.6050X-1. Therefore, each Defendant  
21 shall provide to the People (i) an IRS Form W-9 within fourteen (14) calendar days of entry of this  
22 Judgment, and (ii) any other information the People reasonably require to fulfill their reporting obligations  
23 within seven days of the People's request.

24 14. Defendants shall bear their own attorney's fees and costs.

25 **RETENTION OF JURISDICTION**

26 15. Pursuant to Code of Civil Procedure section 664.6, this Court will retain jurisdiction for the  
27 purpose of enabling any party to this Judgment to apply to the court at any time for such further orders or  
28 directions as may be necessary or appropriate for carrying out this Judgment, for the resolution of any

1 dispute or for the modification of any of the injunctive provisions herein, for the enforcement of  
2 compliance therewith and the punishment of violation thereof, and for the resolution of any dispute.

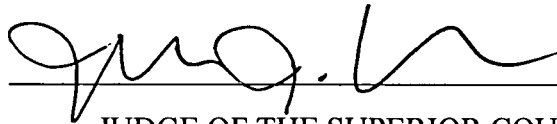
3 **TERMINATION OF PERMANENT INJUNCTION**

4 16. At any time after this Judgment has been in effect for five (5) years, and Defendants have  
5 paid all amounts required under the Judgment, Defendants may move to terminate the injunctive  
6 provisions in Paragraph 7. After this Judgment has been in effect for seven (7) years, and Defendants have  
7 paid all amounts required under the Judgment, the injunctive provisions in Paragraph 7 will terminate  
8 automatically.

9 17. The parties waive their right to appeal this Judgment both as to form and content.

10 18. This Judgment shall take effect immediately upon entry thereof.

11  
12 Dated: JUL 08 2025



13 JUDGE OF THE SUPERIOR COURT

14 **JOSEPH J. SOLGA**

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**APPENDIX**

<p>NATHAN J. HOCHMAN District Attorney, County of Los Angeles Duke Chau, SBN 174498 Deputy District Attorney 211 West Temple Street, 10th Floor Los Angeles, CA 90012 (213) 257-2450</p>	<p>BROOKE JENKINS District Attorney, San Francisco Matthew Beltramo, SBN 184796 Assistant District Attorney 350 Rhode Island Street, Suite 400N San Francisco, CA 94103 (628) 652-4000</p>
<p>CARLA RODRIGUEZ District Attorney, County of Sonoma Matthew T. Cheever, SBN 191783 Chief Deputy District Attorney Katy Yount, SBN 279550 Deputy District Attorney 2300 County Center Dr., Ste. B170 Santa Rosa, CA 95403 (707) 565-3161</p>	