

EXHIBIT A to AGREEMENT for JUDGMENT

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

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CASHMERE AND CAMEL HAIR)		
MANUFACTURERS INSTITUTE,)		
)		
Plaintiff,)		
)		
v.)	C.A. No. 1:21-cv-11872-WGY	
)		
AMAZON.COM, INC. and)		
CS ACCESSORIES, LLC,)		
)		
Defendants.)		
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**FINAL JUDGMENT AND ORDER FOR PERMANENT
INJUNCTION AS AGAINST DEFENDANT CS ACCESSORIES, LLC**

Pursuant to the Agreement for Judgment filed herein by plaintiff Cashmere and Camel Hair Manufacturers Institute (“CCMI”) and defendant CS Accessories, LLC (“CSA”), with respect to the claims set forth in the Amended Complaint herein against CSA,

IT IS HEREBY ORDERED AND ADJUDGED that Final Judgment is hereby entered for plaintiff CCMI as against defendant CSA, and

1. CSA and its members, owners, successors, officers, agents, servants, employees, successors and subsidiaries, including Johnny Freyre, are hereby PERMANENTLY ENJOINED from the engaging in, conducting and/or participating in the following activities:

- a. advertising or selling, or participating in the advertisement or sale, of garments that are made of synthetic material (such as acrylic) as, or representing them to be, “Cashmere,” “100% Cashmere,” or “Cashmere Made in Scotland”;

- b. advertising or selling, or participating in the advertisement or sale, of any garments that are not made of Cashmere as, or representing them to be, “Cashmere,” “100% Cashmere,” or “Cashmere Made in Scotland”;
- c. selling, offering for sale, or accepting or fulfilling orders for, garments made from synthetic material (such as acrylic) that have already been advertised as, represented to be, or labeled as “Cashmere,” “100% Cashmere,” or “Cashmere Made in Scotland,” unless and until their textile fiber content is properly and truthfully represented, advertised and labeled;
- d. selling, offering for sale, or accepting or fulfilling orders for, garments not made of Cashmere that have already been represented to be, or have already been advertised or labeled as, “Cashmere,” “100% Cashmere,” or “Cashmere Made in Scotland”; and/or
- e. selling, offering for sale, or accepting or fulfilling orders for, garments advertised or labeled as Cashmere that are not made of Cashmere, including BUT NOT LIMITED TO garments advertised or labeled as “Cashmere” that are actually made of synthetic acrylic, rayon, or polyester, including BUT NOT LIMITED TO such garments that have glued-on cloth labels affixed to them which bear the U.K. national flag, the “Union Jack,” the words “100% Cashmere” in italics and underlined, the words “Made in Scotland” underneath that in plain arial-like typeface, and the words “DRY CLEAN OR HAND WASH COLD” or “DRY CLEAN OR HANDWASH COLD” in smaller print all-caps lettering under that, with an overall appearance as follows:

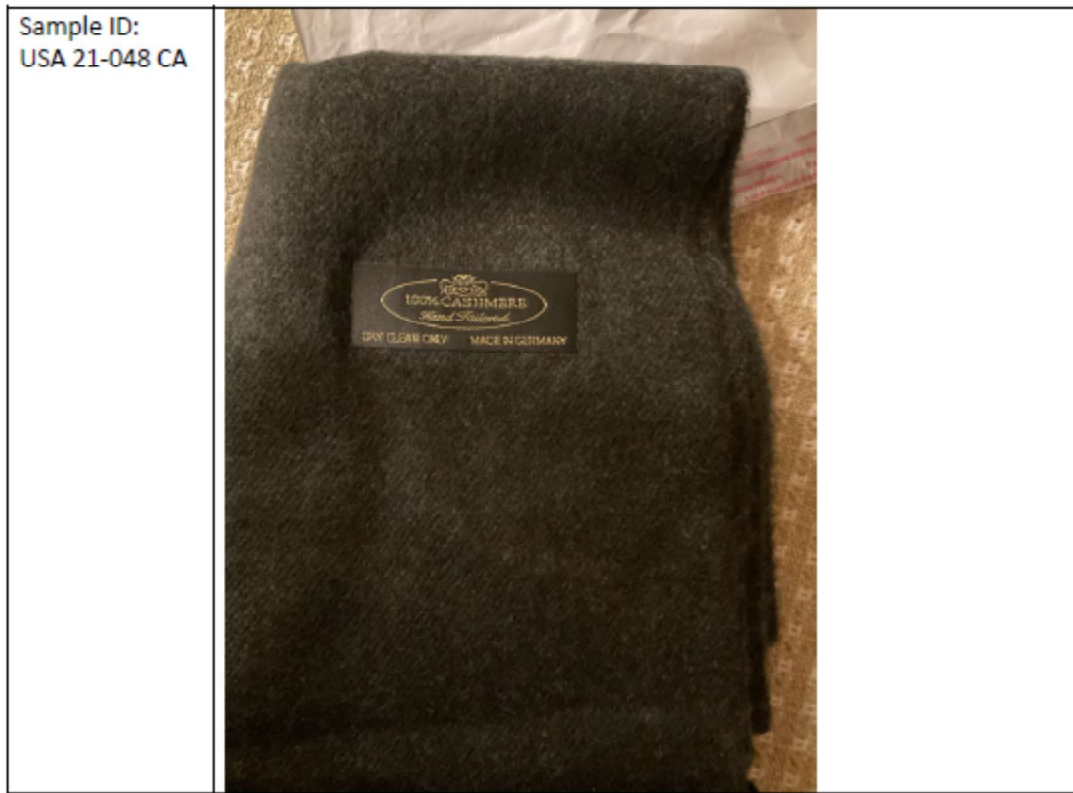




or as follows, using the same symbol and wording printed against a darker background:



and including BUT NOT LIMITED TO any such garments using any other different symbol and wording such as the below:



or as follows, using a different symbol and wording such as the below:



or any other symbol or label or representation falsely designating or representing the garment as “Cashmere” when it is not, or overstating the amount or percentage of Cashmere in a garment.

This Final Judgment does not in any way limit, restrict, extinguish or otherwise affect the rights of CCMI to prosecute its claims in this action against defendant Amazon.com, Inc.

IT IS FURTHER ORDERED that this Court shall retain jurisdiction of this matter for purposes of construction, modification and enforcement of this Final Judgment and Permanent Injunction.

IT IS SO ORDERED this 7th day of December 2021.

/s/ William G. Young
William G. Young
United States District Court Judge