

CAUSE NO. 380-08492-2026

THE STATE OF TEXAS,	§	IN THE DISTRICT COURT OF
<i>Petitioner,</i>	§	
	§	
and	§	COLLIN COUNTY, TEXAS
	§	
LULULEMON USA INC. D/B/A LULULEMON.	§	
<i>Respondent.</i>	§	_____ JUDICIAL DISTRICT

ASSURANCE OF VOLUNTARY COMPLIANCE

1. The STATE OF TEXAS (“State”) and LULULEMON USA INC. D/B/A LULULEMON (“lululemon”) (collectively, the “Parties”), submit this Assurance of Voluntary Compliance (“Assurance”) for the Court’s approval and entry in accordance with the requirements of Texas Business and Commerce Code, Chapter 17, Deceptive Trade Practices Act (“DTPA”).

DEFINITIONS

2. **“Vendor(s)”** means the independent third-party entities contracted by lululemon to supply or manufacture lululemon’s Materials for apparel, accessories, footwear, and other products.

3. **“Restricted Substances List” or “RSL”** means lululemon’s Restricted Substances List (currently version 10.0, dated October 2025), as updated from time to time, which identifies chemical substances that are banned from lululemon’s products or must be below specified limits.

4. **“Third-Party Certification(s)” or “Third-Party Certificate”** means certificates issued by bluesign®, OEKO-TEX® STANDARD 100, or another third-party certification company that may be identified in lululemon’s RSL.

5. **“Materials”** means the raw materials, trims, and componentry identified in the RSL Test Matrix (Section 3.0 of the RSL) that form part of a finished lululemon product and that are developed or provided by a Vendor.

6. **“Third-Party Lab”** means SGS Group (SGS), lululemon’s designated objective lab, or any other designated lab used to validate Material content and verify product claims against the RSL.

7. **“Supply Agreement”** means lululemon’s supply contract and all appendices attached thereto between lululemon and its Vendors.

8. **“Certificate(s) of Acknowledgement”** means a document that Vendors sign to acknowledge receipt of, and agreement to comply with, the RSL.

BACKGROUND

9. lululemon is a premium athletic apparel company founded in 1998 in Vancouver, Canada. lululemon sells high-end technical clothing, shoes, and performance gear for yoga, running, training, and everyday wear for both women and men.

10. lululemon requires its Vendors to comply with its RSL.

11. Among other restrictions, the RSL sets thresholds for per- and polyfluoroalkyl substances (PFAS) in Materials, consistent with international chemical laws and standards set by the Apparel and Footwear International RSL Management (AFIRM) Group.

12. Under its Supply Agreements, lululemon requires its Vendors to comply with the RSL, including all future versions.

13. lululemon also requires its Vendors to demonstrate compliance with the RSL by providing Third-Party Lab accredited testing reports or maintaining Third-Party Certification(s).

14. Prior to October 2025, each RSL also contained a Certificate of Acknowledgement, which Vendors were asked to sign as part of the Vendor onboarding process, and each time lululemon published a new edition of its RSL.

15. As of October 2025, once a Vendor has signed the RSL Certificate of Acknowledgement during the initial onboarding process, the Vendor will no longer be asked to sign and submit the Certificate of Acknowledgement to lululemon with each new edition of the RSL.

STIPULATIONS

16. This Assurance is being entered into by the Parties for the sole purpose of compromising disputed claims without the necessity of protracted and expensive litigation.

17. This Assurance does not constitute an admission by lululemon of any violation of law, rule, or regulation, including, without limitation, the DTPA or any other consumer protection statute, and lululemon expressly denies any such liability for, violation of, or noncompliance with any such law, rule, or regulation.

18. The State and lululemon agree to the terms of this Assurance and the Parties are fully authorized to sign and enter into this Assurance.

19. This Court has jurisdiction over the subject matter and the Parties in this matter.

20. This Assurance is non-appealable.

21. lululemon acknowledges receipt of this Assurance and has full and actual notice of its terms.

PARTIES

22. Petitioner is the State of Texas, acting by and through the Consumer Protection Division of the Office of the Attorney General, as authorized by the DTPA. Tex. Bus. & Com. Code § 17.41, *et seq.*

23. Respondent, lululemon USA Inc. d/b/a lululemon, is a consumer products company with its principal place of business at 1818 Cornwall Ave, Vancouver, Canada, and Registered Agent being CT Corporation System located at 1999 Bryan St., Ste. 900, Dallas, TX 75201-3136.

INVESTIGATION OF THE STATE OF TEXAS AND LULULEMON'S RESPONSE

24. The State alleges that during the relevant time period lululemon failed to collect and maintain signed RSL Certificates of Acknowledgement from two Vendors for one edition of the RSL. Those Certificates of Acknowledgement have now been signed.

25. On March 26, 2026, the State issued a Civil Investigative Demand pursuant to section 17.61 of the DTPA.

26. lululemon timely responded to the Civil Investigative Demand and cooperated with the State's investigation.

27. lululemon advised that, since implementing its RSL, it has maintained processes under which Vendors are required to (a) comply with the RSL, as documented through a Certificate of Acknowledgement, Supply Agreement, or other applicable mechanism; and (b) provide evidence of RSL compliance through Third-Party Lab testing or Third-Party Certifications.

28. Following a review of the documents provided in response to its Civil Investigative Demand, the State did not identify PFAS in lululemon products or Materials.

RESPONDENT'S ASSURANCES

29. lululemon hereby agrees and voluntarily assures the State that lululemon will continue to require its Vendors to demonstrate that Materials comply with lululemon's RSL by submitting: (a) Third-Party Lab testing reports from a lululemon-nominated laboratory in accordance with the RSL Test Matrix, or (b) valid Third-Party Certifications accepted under the RSL. Such compliance documentation will be provided on the schedule specified in the RSL. Compliance with this paragraph shall be measured by whether (a) lululemon or its Third-Party Lab verifies that Vendors submit Third-Party Lab Reports or valid Third-Party Certifications as specified in the RSL; and (b) lululemon maintains and enforces requirements for Vendor submissions by taking commercially reasonable corrective action consistent with the RSL's remedial framework or other available contractual remedies, not by whether any individual Vendor achieves perfect compliance with every RSL parameter at all times.

30. lululemon hereby agrees and voluntarily assures the State that if a lululemon Vendor opts to submit a Third-Party Certification to demonstrate compliance with the RSL, lululemon will continue to require the Vendor to maintain a valid and current Third-Party Certificate on the schedule specified in the RSL. If a Vendor's Third-Party Certificate expires or is not renewed, lululemon will require that the Vendor's Materials be subject to compliance testing by a Third-Party Lab pursuant to the RSL.

31. lululemon hereby agrees and voluntarily assures the State that lululemon will continue to require all Vendors to notify lululemon or its Third-Party Lab if the notifying Vendor's Third-Party Certificate has expired.

32. lululemon hereby agrees and voluntarily assures the State that lululemon will continue to require its designated Third-Party Lab to confirm the validity of all Vendor Third-Party Certifications when such certifications are submitted in lieu of RSL testing to ensure Materials comply with all PFAS-related RSL requirements.

33. lululemon hereby agrees and voluntarily assures the State that lululemon will ensure Vendors comply with the current version of the RSL and all future versions. lululemon's obligation under this paragraph is to take commercially reasonable steps to enforce Vendor compliance with the RSL, including through any of the corrective measures described in the RSL or other available contractual remedies.

34. This Assurance shall automatically terminate in three (3) years following the date of entry of this Assurance.

35. Nothing in this Assurance shall be construed to limit or restrict lululemon's ability to update or amend its RSL or RSL compliance procedures to be consistent with applicable law or industry standards.

RELEASE

36. This Assurance constitutes a complete settlement and release by the State of all claims that the State could have brought against Respondent based on the facts alleged herein.

GENERAL PROVISIONS

37. **Notice and Opportunity to Cure:** In the event that the State believes lululemon has failed to comply with any obligation under this Assurance, the State shall provide lululemon with written notice specifying the nature of the alleged noncompliance in reasonable detail. lululemon shall have sixty (60) days from receipt of such notice to cure the alleged

noncompliance or to demonstrate to the State's reasonable satisfaction that no noncompliance has occurred. If lululemon demonstrates that it has taken commercially reasonable corrective action within the cure period, including but not limited to requiring retesting, resourcing, or terminating the noncompliant Vendor, lululemon shall be deemed in compliance with this Assurance. The State agrees not to initiate any enforcement action under DTPA § 17.58 or seek any contempt finding with respect to this Assurance without first providing such notice and opportunity to cure.

38. **Materiality and No Strict Liability:** An isolated failure by an individual Vendor to comply with the RSL shall not, by itself, constitute a breach of this Assurance by lululemon, provided that lululemon: (a) was not aware of the specific noncompliance at the time Materials were accepted for production; (b) upon obtaining actual knowledge of the noncompliance through its Third-Party Lab, testing results, Vendor disclosure, regulatory notice, or other reliable information, takes commercially reasonable corrective action consistent with the RSL's remedial framework or other available contractual remedies; and (c) has not engaged in a pattern or practice of failing to enforce RSL compliance across its Vendor base. Nothing in this Assurance shall impose strict liability on lululemon for supplier-level violations that occur despite lululemon's maintenance and enforcement of the compliance program described herein.

39. **Court Approval:** lululemon and the State agree that the Attorney General will submit this Assurance to a district court of competent jurisdiction in Collin County and request that the court approve this Assurance, pursuant to the terms set forth herein and DTPA § 17.58.

40. **No Private Right of Action:** Nothing in this Assurance shall create any private rights, causes of action, or remedies against lululemon or the State.

41. **Past and Future Practices:** Nothing herein constitutes approval or acquiescence by the State of lululemon past practices or any future practices.

42. **Preservation of Future Enforcement Action:** lululemon and the State agree that nothing in this Assurance shall be construed to affect any action or proceeding by any regulatory body or State agency other than the Consumer Protection Division of the Office of the Attorney General, whether such action or proceeding is related to any issue addressed by the Assurance or otherwise.

43. **Authority:** The corporate signatory hereto is authorized to enter into this Assurance and has read the Assurance and agrees to entry of same.

44. **Conflict of Other Law:** To the extent that the provisions of this Assurance conflict with any Texas, local, or federal law or regulation that now exists, or is later enacted or amended, such law or regulation, and not this Assurance, shall apply.

45. **Entire Agreement:** This Assurance sets forth the entire agreement between the Parties. The Parties agree that there are no other representations or agreements between the Parties not stated in writing herein.

46. **Termination & Severability:** The Parties agree that this Assurance shall not be terminated prior to the time period specified in paragraph 34 except by written agreement signed by the Parties and filed with the Court. In the event that any provision of this Assurance is declared void or unlawful, those provisions shall be severed, and the remainder of the Assurance shall remain in full force and effect to the greatest extent possible.

47. **Modification & Rescission:** lululemon may request that this Assurance be modified or rescinded at any time. Such request must be in writing, addressed to the Chief of the

Consumer Protection Division, and include a brief statement of the basis for the request. If the State, in its sole discretion, determines that modification or rescission is appropriate, the Parties shall enter into an agreement to rescind or modify this Assurance and file a notice and the agreement with the Court. The Parties acknowledge that factors bearing on modification or rescission may include, but are not limited to, changes in the regulatory landscape, such as the promulgation of new laws or regulations that impact this Assurance.

48. **Assessment of Court Costs:** The Parties shall bear their own costs.

49. **Effective Date:** The effective date of this Assurance is the date signed by the Court.

APPROVED AS TO FORM AND SUBSTANCE AND ENTRY REQUESTED:

Respectfully submitted,

KEN PAXTON
Attorney General

BRENT WEBSTER
First Assistant Attorney General

RALPH MOLINA
Deputy First Assistant Attorney General

WILL WASSDORF
Deputy Attorney General for Civil Litigation

JOHNATHAN STONE
Chief, Consumer Protection Division

/s/ Madison Reightler
MADISON REIGHTLER
Assistant Attorney General
Consumer Protection Division
State Bar No. 24132560
300 W. 15th Street
Austin, TX 78701

Phone: (512) 475-4219
Fax: (512) 370-9125
Madison.Reightler@oag.texas.gov

Dated: October 16, 2026

ATTORNEYS FOR THE STATE OF TEXAS

**RESPONDENT, LULULEMON USA INC. D/B/A
LULULEMON**



Shannon Higginson
Chief Legal & Compliance Officer

**ATTORNEY FOR LULULEMON USA INC. D/B/A
LULULEMON**



Meagan D. Self
State Bar No. 24078453

DLA Piper US LLP
1900 N. Pearl Street, Suite 2200
Dallas, Texas 75201-2482
Tel: (214) 743-4556
Fax: (972) 813-6254
meagan.self@us.dlapiper.com

Dated: October 16, 2026

CERTIFICATE OF SERVICE

I hereby certify that on October 19, 2026, a true and correct copy of the above and forgoing document has been served via electronic service and/or email to the following:

Meagan D. Self
State Bar No. 24078453

DLA Piper US LLP
1900 N. Pearl Street, Suite 2200
Dallas, Texas 75201-2482
Tel: (214) 743-4556
Fax: (972) 813-6254
meagan.self@us.dlapiper.com

COUNSEL FOR RESPONDENT

/s/ Madison Reightler

Madison Reightler

Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Zeilic Contreras on behalf of Madison Reightler

Bar No. 24132560

zeilic.contreras@oag.texas.gov

Envelope ID: 121332638

Filing Code Description: Plaintiff's Original Petition (OCA)

Filing Description: Assurance of Voluntary Compliance

Status as of 10/19/2026 10:18 AM CST

Associated Case Party: The State of Texas

Name	BarNumber	Email	TimestampSubmitted	Status
Madison Reightler		madison.reightler@oag.texas.gov	10/19/2026 9:21:54 AM	SENT
Emily Freeborn	24087540	emily.freeborn@oag.texas.gov	10/19/2026 9:21:54 AM	SENT
David Bizar	24110737	david.bizar@oag.texas.gov	10/19/2026 9:21:54 AM	SENT
Johnathan Stone	24071779	johnathan.stone@oag.texas.gov	10/19/2026 9:21:54 AM	SENT
Zeilic Contreras		Zeilic.Contreras@oag.texas.gov	10/19/2026 9:21:54 AM	SENT
Kimberly Falcone		kimberly.falcone@oag.texas.gov	10/19/2026 9:21:54 AM	SENT

Associated Case Party: Lululemon USA Inc.

Name	BarNumber	Email	TimestampSubmitted	Status
Meagan Self	24078453	meagan.self@dlapiper.com	10/19/2026 9:21:54 AM	SENT