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Courtesy
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JUN 18 2019

1 MATTHEW C. MACLEAR (SBN 209228)

2 ANTHONY M. BARNES (SBN 199048)

3 AQUA TERRA AERIS LAW GROUP

4 490 43rd Street, Suite 108

5 Oakland, CA 94609

6 Ph: 415-568-5200

7 Email: mcm@atalawgroup.com

8 Attorneys for Plaintiff

9 ENVIRONMENTAL RESEARCH CENTER, INC.

10 GARY BRENNER (SBN 125971)

11 GARY BRENNER, ATTORNEY AT LAW

12 110 West C Street, Suite 1700

13 San Diego, CA 92101

14 Telephone: (619) 237-8899

15 Facsimile: (619) 237-1802

16 Email: gbrenner@sonic.net

17 Attorney for Defendant

18 CHI'S ENTERPRISE, INC.

19 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**20 **COUNTY OF ALAMEDA**21 ENVIRONMENTAL RESEARCH CENTER,
22 INC., a non-profit California corporation,

23 Plaintiff,

24 v.

25 CHI'S ENTERPRISE, INC., a California
26 corporation; and DOES 1 - 25,

27 Defendants.

28 CASE NO. RG18913337

29 **STIPULATED CONSENT
JUDGMENT**30 Health & Safety Code § 25249.5 *et seq.*

31 Action Filed: July 18, 2018

32 Trial Date: None set

33 **1. INTRODUCTION**

34 1.1 On July 18, 2018, Plaintiff Environmental Research Center, Inc. ("ERC"), a non-
 35 profit corporation, as a private enforcer and in the public interest, initiated this action by filing a
 36 Complaint for Permanent Injunction, Civil Penalties, and Other Relief (the "Complaint")
 37 pursuant to the provisions of California Health and Safety Code section 25249.5 *et seq.*
 38 ("Proposition 65"), against CHI'S ENTERPRISE, INC. ("CHI'S ENTERPRISE") and DOES 1-

FILED
ALAMEDA COUNTY

AUG 05 2019

CLERK OF THE SUPERIOR COURT

By *Dameda K. Scott* Deputy

25. In this action, ERC alleges that a number of products manufactured, distributed, or sold by CHI'S ENTERPRISE contain lead, a chemical listed under Proposition 65 as a carcinogen and reproductive toxin, and expose consumers to this chemical at a level requiring a Proposition 65 warning. These products (referred to hereinafter individually as a "Covered Product" or collectively as "Covered Products") are:

- Chi's Enterprise Inc. CHI Liver CHI
- Chi's Enterprise Inc. CHI Kidney CHI
- Chi's Enterprise Inc. CHI CHI-F
- Chi's Enterprise Inc. CHI Slender All
- Chi's Enterprise Inc. CHI Diabend
- Chi's Enterprise Inc. CHI Myosteo
- Chi's Enterprise Inc. CHI Synergen
- Chi's Enterprise Inc. CHI GI Chi
- Chi's Enterprise Inc. CHI S X D
- Chi's Enterprise Inc. CHI Jujuchi
- Chi's Enterprise Inc. CHI Autocin 300 mg
- CHI Oxypower
- CHI Debile
- Chi's Enterprise Inc. CHI Prosta CHI
- Chi's Enterprise Inc. CHI Snoreless
- Chi's Enterprise Inc. CHI Autocin 500 mg
- CHI Revivin
- Chi's Enterprise Inc. CHI Psoricaid

1.2 ERC and CHI'S ENTERPRISE are hereinafter referred to individually as a "Party" or collectively as the "Parties."

1.3 ERC is a 501 (c)(3) California non-profit corporation dedicated to, among other causes, helping safeguard the public from health hazards by reducing the use and misuse of hazardous and toxic chemicals, facilitating a safe environment for consumers and employees,

1 and encouraging corporate responsibility.

2 **1.4** For purposes of this Consent Judgment, the Parties agree that CHI'S ENTERPRISE is
3 a business entity that employed ten or more persons during the period of July and August 2018,
4 and therefore qualifies as a "person in the course of doing business" within the meaning of
5 Proposition 65. CHI'S ENTERPRISE manufactures, distributes, and/or sells the Covered
6 Products.

7 **1.5** The Complaint is based on allegations contained in ERC's Notices of Violation
8 dated March 29, 2018 and June 5, 2018 that were served on the California Attorney General,
9 other public enforcers, and CHI'S ENTERPRISE ("Notices"). True and correct copies of the
10 60-Day Notices dated March 29, 2018 and June 5, 2018 are attached hereto as **Exhibits A and**
11 **B** respectively and each is incorporated herein by reference. More than 60 days have passed
12 since the Notices were served on the Attorney General, public enforcers, and CHI'S
13 ENTERPRISE and no designated governmental entity has filed a complaint against CHI'S
14 ENTERPRISE with regard to the Covered Products or the alleged violations.

15 **1.6** ERC's Notices and Complaint allege that use of the Covered Products exposes
16 persons in California to lead without first providing clear and reasonable warnings in violation
17 of California Health and Safety Code section 25249.6. CHI'S ENTERPRISE denies all
18 material allegations contained in the Notices and Complaint.

19 **1.7** The Parties have entered into this Consent Judgment in order to settle, compromise,
20 and resolve disputed claims and thus avoid prolonged and costly litigation. Nothing in this
21 Consent Judgment nor compliance with this Consent Judgment shall constitute or be construed
22 as an admission by any of the Parties or by any of their respective officers, directors,
23 shareholders, employees, agents, parent companies, subsidiaries, divisions, franchisees,
24 licensees, customers, suppliers, distributors, wholesalers, or retailers of any fact, issue of law, or
25 violation of law.

26 **1.8** Except as expressly set forth herein, nothing in this Consent Judgment shall
27 prejudice, waive, or impair any right, remedy, argument, or defense the Parties may have in any
28 current or future legal proceeding unrelated to these proceedings.

1 1.9 The Effective Date of this Consent Judgment is the date on which it is entered as a
2 Judgment by this Court.

3 **2. JURISDICTION AND VENUE**

4 For purposes of this Consent Judgment and any further court action that may become
5 necessary to enforce this Consent Judgment, the Parties stipulate that this Court has subject matter
6 jurisdiction over the allegations of violations contained in the Complaint, personal jurisdiction
7 over CHI'S ENTERPRISE as to the acts alleged in the Complaint, that venue is proper in
8 Alameda County, and that this Court has jurisdiction to enter this Consent Judgment as a full and
9 final resolution of all claims up through and including the Effective Date which were or could
10 have been asserted in this action based on the facts alleged in the Notices and Complaint.

11 **3. INJUNCTIVE RELIEF, REFORMULATION, TESTING AND WARNINGS**

12 3.1 Beginning on the Effective Date, CHI'S ENTERPRISE shall be permanently
13 enjoined from manufacturing for sale in the State of California, "Distributing into the State of
14 California," or directly selling in the State of California, any Covered Products which expose a
15 person to a "Daily Lead Exposure Level" of more than 0.5 micrograms of lead per day unless it
16 meets the warning requirements under Section 3.2.

17 3.1.1 As used in this Consent Judgment, the term "Distributing into the State
18 of California" shall mean to directly ship a Covered Product into California for sale in
19 California or to sell a Covered Product to a distributor that CHI'S ENTERPRISE knows or has
20 reason to know will sell the Covered Product in California.

21 3.1.2 For purposes of this Consent Judgment, the "Daily Lead Exposure
22 Level" shall be measured in micrograms, and shall be calculated using the following formula:
23 micrograms of lead per gram of product, multiplied by grams of product per serving of the
24 product (using the largest serving size appearing on the product label), multiplied by servings
25 of the product per day (using the largest number of recommended daily servings appearing on
26 the label), which equals micrograms of lead exposure per day. If the label contains no
27 recommended daily servings, then the number of recommended daily servings shall be one.

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3.2 Clear and Reasonable Warnings

If CHI'S ENTERPRISE is required to provide a warning pursuant to Section 3.1, the following warning must be utilized ("Warning"):

WARNING: Consuming this product can expose you to chemicals including lead which is [are] known to the State of California to cause [cancer and] birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov/food.

CHI'S ENTERPRISE shall use the phrase "cancer and" in the Warning if CHI'S ENTERPRISE has reason to believe that the "Daily Lead Exposure Level" is greater than 15 micrograms of lead as determined pursuant to the quality control methodology set forth in Section 3.4 or if CHI'S ENTERPRISE has reason to believe that another Proposition 65 chemical is present which may require a cancer warning.

The Warning shall be securely affixed to or printed upon the container or label of each Covered Product. If the Warning is provided on the label, it must be set off from other surrounding information and enclosed in a box. In addition, for any Covered Product sold over the internet, the Warning shall appear on the checkout page when a California delivery address is indicated for any purchase of any Covered Product. An asterisk or other identifying method must be utilized to identify which products on the checkout page are subject to the Warning. In no event shall any internet or website Warning be contained in or made through a link.

The Warning shall be at least the same size as the largest of any other health or safety warnings also appearing on its website or on the label or container of CHI'S ENTERPRISE's product packaging and the word "**WARNING**" shall be in all capital letters and in bold print. No statements intended to or likely to have the effect of diminishing the impact of, or reducing the clarity of, the Warning on the average lay person shall accompany the Warning. Further, no statements may accompany the Warning that state or imply that the source of the listed chemical has an impact on or results in a less harmful effect of the listed chemical.

CHI'S ENTERPRISE must display the above Warning with such conspicuousness, as compared with other words, statements or designs on the label or container, or on its website, if applicable, to render the Warning likely to be read and understood by an ordinary individual under customary conditions of purchase or use of the product.

1 **3.3 Conforming Covered Products**

2 A Conforming Covered Product is a Covered Product for which the "Daily Lead Exposure
3 Level" is no greater than 0.5 micrograms of lead per day as determined by the quality control
4 methodology described in Section 3.4.

5 **3.4 Testing and Quality Control Methodology**

6 **3.4.1** Beginning within one year of the Effective Date, CHI'S ENTERPRISE
7 shall arrange for lead testing of the Covered Products at least once a year for a minimum of five
8 consecutive years by arranging for testing of five randomly selected samples of each of the
9 Covered Products, in the form intended for sale to the end-user, which CHI'S ENTERPRISE
10 intends to sell or is manufacturing for sale in California, directly selling to a consumer in
11 California or "Distributing into the State of California." If tests conducted pursuant to this
12 Section demonstrate that no Warning is required for a Covered Product during each of five
13 consecutive years, then the testing requirements of this Section will no longer be required as to
14 that Covered Product.

15 **3.4.2** For purposes of measuring the "Daily Lead Exposure Level," the highest
16 lead detection result of the five (5) randomly selected samples of the Covered Products will be
17 controlling.

18 **3.4.3** All testing pursuant to this Consent Judgment shall be performed using a
19 laboratory method that complies with the performance and quality control factors appropriate
20 for the method used, including limit of detection, qualification, accuracy, and precision that
21 meets the following criteria: Inductively Coupled Plasma-Mass Spectrometry ("ICP-MS")
22 achieving a limit of quantification of less than or equal to 0.010 mg/kg.

23 **3.4.4** All testing pursuant to this Consent Judgment shall be performed by an
24 independent third party laboratory certified by the California Environmental Laboratory
25 Accreditation Program or an independent third-party laboratory that is registered with the
26 United States Food & Drug Administration.

27 **3.4.5** Nothing in this Consent Judgment shall limit CHI'S ENTERPRISE's
28 ability to conduct, or require that others conduct, additional testing of the Covered Products,

1 including the raw materials used in their manufacture.

2 **3.4.6** Within thirty (30) days of ERC's written request, CHI'S ENTERPRISE
3 shall deliver lab reports obtained pursuant to Section 3.4 to ERC. CHI'S ENTERPRISE shall
4 retain all test results and documentation for a period of five years from the date of each test.

5 **4. SETTLEMENT PAYMENT**

6 **4.1** In full satisfaction of all potential civil penalties, additional settlement payments,
7 attorney's fees, and costs, CHI'S ENTERPRISE shall make a total payment of \$115,000.00
8 ("Total Settlement Amount") to ERC in two (2) consecutive monthly payments, according to
9 the following payment schedule ("Due Dates"):

- 10 • Payment 1 -- \$57,500.00 within 5 days of the Effective Date
- 11 • Payment 2 -- \$57,500.00 within 35 days of the Effective Date

12 CHI'S ENTERPRISE shall make these payments by wire transfer to ERC's account, for which
13 ERC will give CHI'S ENTERPRISE the necessary account information. The Total Settlement
14 Amount shall be apportioned as follows:

15 **4.2** \$19,367.59 shall be considered a civil penalty pursuant to California Health and
16 Safety Code section 25249.7(b)(1). ERC shall remit 75% (\$14,525.69) of the civil penalty to
17 the Office of Environmental Health Hazard Assessment ("OEHHA") for deposit in the Safe
18 Drinking Water and Toxic Enforcement Fund in accordance with California Health and Safety
19 Code section 25249.12(c). ERC will retain the remaining 25% (\$4,841.90) of the civil penalty.

20 **4.3** \$6,446.51 shall be distributed to ERC as reimbursement to ERC for reasonable
21 costs incurred in bringing this action.

22 **4.4** \$37,285.83 shall be distributed to Aqua Terra Aeris Law Group as reimbursement
23 of ERC's attorney's fees, while \$51,900.07 shall be distributed to ERC for its in-house legal
24 fees. Except as explicitly provided herein, each Party shall bear its own fees and costs.

25 **4.6** In the event that CHI'S ENTERPRISE fails to remit a payment pursuant to
26 Section 4.1 of this Consent Judgment on or before the respective Due Date, CHI'S
27 ENTERPRISE shall be deemed to be in material breach of its obligations under this Consent
28 Judgment. ERC shall provide written notice of the delinquency to CHI'S ENTERPRISE via

1 electronic mail. If CHI'S ENTERPRISE fails to deliver the delinquent payment within ten (10)
2 days from the written notice, the Total Settlement Amount, less any amounts previously paid
3 pursuant to Section 4.1, shall be immediately due and owing and shall accrue interest at the
4 statutory judgment interest rate provided in the California Code of Civil Procedure section
5 685.010. Additionally, CHI'S ENTERPRISE agrees to pay ERC's reasonable attorney's fees
6 and costs for any efforts to collect the payment due under this Consent Judgment.

7 **5. MODIFICATION OF CONSENT JUDGMENT**

8 **5.1** This Consent Judgment may be modified only as to injunctive terms (i) by written
9 stipulation of the Parties and upon entry by the Court of a modified consent judgment or (ii) by
10 motion of either Party pursuant to Section 5.3 or 5.4 and upon entry by the Court of a modified
11 consent judgment.

12 **5.2** If CHI'S ENTERPRISE seeks to modify this Consent Judgment under Section 5.1,
13 then CHI'S ENTERPRISE must provide written notice to ERC of its intent ("Notice of Intent").
14 If ERC seeks to meet and confer regarding the proposed modification in the Notice of Intent,
15 then ERC must provide written notice to CHI'S ENTERPRISE within thirty (30) days of
16 receiving the Notice of Intent. If ERC notifies CHI'S ENTERPRISE in a timely manner of
17 ERC's intent to meet and confer, then the Parties shall meet and confer in good faith as
18 required in this Section. The Parties shall meet in person or via telephone within thirty (30)
19 days of ERC's notification of its intent to meet and confer. Within thirty (30) days of such
20 meeting, if ERC disputes the proposed modification, ERC shall provide to CHI'S
21 ENTERPRISE a written basis for its position. The Parties shall continue to meet and confer for
22 an additional fifteen (15) days in an effort to resolve any remaining disputes. Should it become
23 necessary, the Parties may agree in writing to different deadlines for the meet-and-confer
24 period.

25 **5.3** In the event that CHI'S ENTERPRISE initiates or otherwise requests a modification
26 under Section 5.1, and the meet and confer process leads to a joint motion or application for a
27 modification of the Consent Judgment, CHI'S ENTERPRISE shall reimburse ERC its costs and
28 reasonable attorney's fees for the time spent in the meet-and-confer process and filing and

1 arguing the motion or application, but only if the total attorney's fees incurred by ERC exceeds
2 five (5) hours of time.

3 **5.4** Where the meet-and-confer process does not lead to a joint motion or application in
4 support of a modification of the Consent Judgment, then either Party may seek judicial relief on
5 its own. In any such contested court proceeding, ERC may seek costs and any attorney's fees
6 incurred in opposing the motion pursuant to California Code of Civil Procedure section 1021.5.

7 **6. RETENTION OF JURISDICTION, ENFORCEMENT OF CONSENT**
8 **JUDGMENT**

9 **6.1** This Court shall retain jurisdiction of this matter to enforce, modify, or terminate
10 this Consent Judgment.

11 **6.2** If ERC alleges that any Covered Product fails to qualify as a Conforming Covered
12 Product (for which ERC alleges that no Warning has been provided), then ERC shall inform
13 CHI'S ENTERPRISE in writing and in a reasonably prompt manner of its test results, including
14 information sufficient to permit CHI'S ENTERPRISE to identify the Covered Products at issue.
15 CHI'S ENTERPRISE shall, within thirty (30) days following such notice, provide ERC with
16 testing information, to include test results, testing methodology, and the identity of the testing
17 laboratory, from an independent third-party laboratory meeting the requirements of Sections
18 3.4.3 and 3.4.4, demonstrating CHI'S ENTERPRISE's compliance with the Consent Judgment.
19 The Parties shall first attempt to resolve the matter prior to ERC taking any further legal action.

20 **7. APPLICATION OF CONSENT JUDGMENT**

21 This Consent Judgment may apply to, be binding upon, and benefit the Parties and their
22 respective officers, directors, shareholders, employees, agents, parent companies, subsidiaries,
23 divisions, franchisees, licensees, customers (excluding private labelers), distributors, wholesalers,
24 retailers, predecessors, successors, and assigns. This Consent Judgment shall have no
25 application to any Covered Product which is distributed or sold exclusively outside the State of
26 California and which is not used by California consumers.

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28 ///

1 **8. BINDING EFFECT, CLAIMS COVERED AND RELEASED**

2 **8.1** This Consent Judgment is a full, final, and binding resolution between ERC, on
3 behalf of itself and in the public interest, and CHI'S ENTERPRISE and its respective officers,
4 directors, shareholders, employees, agents, parent companies, subsidiaries, divisions, suppliers,
5 franchisees, licensees, customers (not including private label customers of CHI'S
6 ENTERPRISE), distributors, wholesalers, retailers, and all other upstream and downstream
7 entities in the distribution chain of any Covered Product, and the predecessors, successors, and
8 assigns of any of them (collectively, "Released Parties"). ERC, on behalf of itself and in the
9 public interest, hereby fully releases and discharges the Released Parties from any and all
10 claims, actions, causes of action, suits, demands, liabilities, damages, penalties, fees, costs, and
11 expenses asserted, or that could have been asserted from the handling, use, or consumption of
12 the Covered Products, as to any alleged violation of Proposition 65 or its implementing
13 regulations arising from the failure to provide Proposition 65 warnings on the Covered
14 Products regarding lead up to and including the Effective Date.

15 **8.2** ERC on its own behalf only, and CHI'S ENTERPRISE on its own behalf only,
16 further waive and release any and all claims they may have against each other for all actions or
17 statements made or undertaken in the course of seeking or opposing enforcement of Proposition
18 65 in connection with the Notices and Complaint up through and including the Effective Date,
19 provided, however, that nothing in Section 8 shall affect or limit any Party's right to seek to
20 enforce the terms of this Consent Judgment.

21 **8.3** It is possible that other claims not known to the Parties, arising out of the facts
22 alleged in the Notices and Complaint, and relating to the Covered Products, will develop or be
23 discovered. ERC on behalf of itself only, and CHI'S ENTERPRISE on behalf of itself only,
24 acknowledge that this Consent Judgment is expressly intended to cover and include all such
25 claims up through and including the Effective Date, including all rights of action therefore.
26 ERC and CHI'S ENTERPRISE acknowledge that the claims released in Sections 8.1 and 8.2
27 above may include unknown claims, and nevertheless waive California Civil Code section
28 1542 as to any such unknown claims. California Civil Code section 1542 reads as follows:

1 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
2 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
3 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
4 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
5 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
6 DEBTOR OR RELEASED PARTY.

7 ERC on behalf of itself only, and CHI'S ENTERPRISE on behalf of itself only, acknowledge
8 and understand the significance and consequences of this specific waiver of California Civil
9 Code section 1542.

10 **8.4** Compliance with the terms of this Consent Judgment shall be deemed to constitute
11 compliance with Proposition 65 by any releasee regarding alleged exposures to lead in the
12 Covered Products as set forth in the Notices and Complaint.

13 **8.5** Nothing in this Consent Judgment is intended to apply to any occupational or
14 environmental exposures arising under Proposition 65, nor shall it apply to any of CHI'S
15 ENTERPRISE's products other than the Covered Products.

16 **9. SEVERABILITY OF UNENFORCEABLE PROVISIONS**

17 In the event that any of the provisions of this Consent Judgment are held by a court to be
18 unenforceable, the validity of the remaining enforceable provisions shall not be adversely affected.

19 **10. GOVERNING LAW**

20 The terms and conditions of this Consent Judgment shall be governed by and construed in
21 accordance with the laws of the State of California.

22 **11. PROVISION OF NOTICE**

23 All notices required to be given to either Party to this Consent Judgment by the other shall
24 be in writing and sent to the following agents listed below via first-class mail. Courtesy copies via
25 email may also be sent.

26 **FOR ENVIRONMENTAL RESEARCH CENTER, INC.:**

27 Chris Heptinstall, Executive Director, Environmental Research Center
28 3111 Camino Del Rio North, Suite 400
San Diego, CA 92108
Ph: (619) 500-3090
Email: chris_erc501c3@yahoo.com

1 With a copy to:
2 MATTHEW C. MACLEAR
3 ANTHONY M. BARNES
4 AQUA TERRA AERIS LAW GROUP
5 490 43rd Street, Suite 108
6 Oakland, CA 94609
7 Ph: 415-568-5200
8 Email: mcm@atalawgroup.com

9 **CHI'S ENTERPRISE, INC.**
10 Cheryl Chi, President
11 Chi's Enterprise, Inc.
12 1435 North Brasher Street
13 Anaheim, CA 92807
14 wchi29@yahoo.com

15 With a copy to:
16 GARY BRENNER
17 GARY BRENNER, ATTORNEY AT LAW
18 110 West C Street, Suite 1700
19 San Diego, CA 92101
20 Telephone: (619) 237-8899
21 Facsimile: (619) 237-1802
22 Email: gbrenner@sonic.net

23 **12. COURT APPROVAL**

24 **12.1** Upon execution of this Consent Judgment by the Parties, ERC shall notice a
25 Motion for Court Approval. The Parties shall use their best efforts to support entry of this
26 Consent Judgment.

27 **12.2** If the California Attorney General objects to any term in this Consent Judgment,
28 the Parties shall use their best efforts to resolve the concern in a timely manner, and if possible
prior to the hearing on the motion.

12.3 If this Stipulated Consent Judgment is not approved by the Court, it shall be
void and have no force or effect.

29 **13. EXECUTION AND COUNTERPARTS**

30 This Consent Judgment may be executed in counterparts, which taken together shall be
31 deemed to constitute one document. A facsimile or .pdf signature shall be construed to be as valid
32 as the original signature.

1 **14. DRAFTING**

2 The terms of this Consent Judgment have been reviewed by the respective counsel for each
3 Party prior to its signing, and each Party has had an opportunity to fully discuss the terms and
4 conditions with legal counsel. The Parties agree that, in any subsequent interpretation and
5 construction of this Consent Judgment, no inference, assumption, or presumption shall be drawn,
6 and no provision of this Consent Judgment shall be construed against any Party, based on the fact
7 that one of the Parties and/or one of the Parties' legal counsel prepared and/or drafted all or any
8 portion of the Consent Judgment. It is conclusively presumed that all of the Parties participated
9 equally in the preparation and drafting of this Consent Judgment.

10 **15. GOOD FAITH ATTEMPT TO RESOLVE DISPUTES**

11 If a dispute arises with respect to either Party's compliance with the terms of this Consent
12 Judgment entered by the Court, the Parties shall meet and confer in person, by telephone, and/or in
13 writing and endeavor to resolve the dispute in an amicable manner. No action or motion may be
14 filed in the absence of such a good faith attempt to resolve the dispute beforehand.

15 **16. ENFORCEMENT**

16 ERC may, by motion or order to show cause before the Superior Court of Alameda
17 County, enforce the terms and conditions contained in this Consent Judgment. In any action
18 brought by ERC to enforce this Consent Judgment, ERC may seek whatever fines, costs,
19 penalties, or remedies as are provided by law for failure to comply with the Consent Judgment.
20 To the extent the failure to comply with the Consent Judgment constitutes a violation of
21 Proposition 65 or other laws, ERC shall not be limited to enforcement of this Consent Judgment,
22 but may seek in another action whatever fines, costs, penalties, or remedies as are provided by
23 law for failure to comply with Proposition 65 or other laws.

24 **17. ENTIRE AGREEMENT, AUTHORIZATION**

25 **17.1** This Consent Judgment contains the sole and entire agreement and
26 understanding of the Parties with respect to the entire subject matter herein, and any and all
27 prior discussions, negotiations, commitments, and understandings related hereto. No
28 representations, oral or otherwise, express or implied, other than those contained herein have

1 been made by any Party. No other agreements, oral or otherwise, unless specifically referred to
2 herein, shall be deemed to exist or to bind any Party.

3 17.2 Each signatory to this Consent Judgment certifies that he or she is fully
4 authorized by the Party he or she represents to stipulate to this Consent Judgment.

5 **18. REQUEST FOR FINDINGS, APPROVAL OF SETTLEMENT AND ENTRY OF**
6 **CONSENT JUDGMENT**

7 This Consent Judgment has come before the Court upon the request of the Parties. The
8 Parties request the Court to fully review this Consent Judgment and, being fully informed
9 regarding the matters which are the subject of this action, to:

10 (1) Find that the terms and provisions of this Consent Judgment represent a fair and
11 equitable settlement of all matters raised by the allegations of the Complaint that the matter has
12 been diligently prosecuted, and that the public interest is served by such settlement; and

13 (2) Make the findings pursuant to California Health and Safety Code section
14 25249.7(f)(4), approve the Settlement, and approve this Consent Judgment.

15 **IT IS SO STIPULATED:**

16 Dated: 6/7/, 2019

ENVIRONMENTAL RESEARCH
CENTER, INC.

17
18 By: 
19 Chris Hepinstall, Executive Director

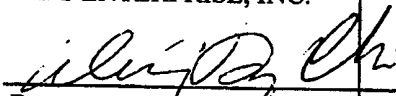
20 Dated: _____, 2019

CHI'S ENTERPRISE, INC.

21
22 By: _____
23 Its: _____
24
25
26
27
28

Dated: June 6, 2019

CHI'S ENTERPRISE, INC.


By: Weiya Chi
Its: President

APPROVED AS TO FORM:

Dated: _____, 2019

AQUA TERRA AERIS LAW GROUP

By: _____

Matthew C. Maclear
-Anthony M. Barnes
Attorneys for Plaintiff Environmental
Research Center, Inc.

Dated: June 7, 2019

GARY BRENNER, ATTORNEY AT LAW

By: 

Gary Brenner
Attorney for Defendant Chi's Enterprise,
Inc.

ORDER AND JUDGMENT

Based upon the Parties' Stipulation, and good cause appearing, this Consent Judgment is approved and Judgment is hereby entered according to its terms.

IT IS SO ORDERED, ADJUDGED AND DECREED.


Dated: _____, 2019

Judge of the Superior Court

1 **APPROVED AS TO FORM:**

2 Dated: June 7, 2019

AQUA TERRA AERIS LAW GROUP

3
4 By: 
5 Matthew C. Maclear
6 Anthony M. Barnes
7 Attorneys for Plaintiff Environmental
8 Research Center, Inc.

9
10 Dated: _____, 2019

GARY BRENNER, ATTORNEY AT LAW

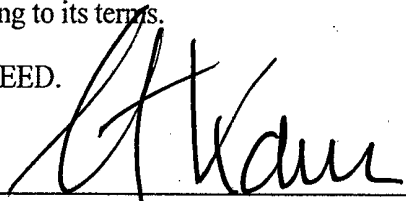
11 By: _____
12 Gary Brenner
13 Attorney for Defendant Chi's Enterprise,
14 Inc.

15 **ORDER AND JUDGMENT**

16 Based upon the Parties' Stipulation, and good cause appearing, this Consent Judgment is
17 approved and Judgment is hereby entered according to its terms.

18 IT IS SO ORDERED, ADJUDGED AND DECREED.

19 Dated: 8/5, 2019

20 
21 Judge of the Superior Court

22 **Stephen Kaus**

**Superior Court of California, County of Alameda
Rene C. Davidson Alameda County Courthouse**

**DECLARATION OF SERVICE BY MAIL -
ORDER ON STIPULATED CONSENT JUDGMENT**

Case Number: RG18 913337 ENVIRONMENTAL RESEARCH CENTER VS. CHI'S ENTERPRISE

I certify that I am not a party to this cause and that a true and correct copy of the foregoing document was mailed first class, postage prepaid, in a sealed envelope, addressed as shown on the foregoing document or on the attached, and that the mailing of the foregoing and execution of this certificate occurred at 1225 Fallon Street, Oakland, California.

Executed on 8/6/2019

Chad Finke
Executive Officer, Clerk of the Superior Court

By: *Dameda K Scott* Deputy Clerk
Dameda Scott

Matthew Maclear Aqua Terra Aeris Law Group 490 43 rd Street, Suite 108 Oakland, CA 94609	
Gary Brenner 110 West C Street, Suite 1700 San Diego, CA 92101	