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JAMES KAWAHITO (SBN 234851)
KAWAHITO LAW GROUP APC
300 Corporate Pointe, Suite 340
Culver City, CA 90230
Telephone: (310) 746-5300
Facsimile: (310) 593-2520
Email: jkawahito@kawahitolaw.com

Attorneys for Plaintiff Pubic Health and Safety Advocates, LLC

FILED
Superior Court of California
County of Los Angeles

09/27/2023

David W. Slayton, Executive Officer / Clerk of Court

By: R. Mendoza Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

PUBLIC HEALTH AND SAFETY
ADVOCATES, LLC., a Limited Liability
Company, in the public interest,

Plaintiff,

v.

HAITAI USA, INC., a California Corporation
and DOES 1 through 50, inclusive,

Defendant(s)

Case Number: 21STCV23084

**AMENDED [~~PROPOSED~~] JUDGMENT
PURSUANT TO TERMS OF
PROPOSITION 65 SETTLEMENT AND
AMENDED CONSENT JUDGMENT**

**Violation of Proposition 65, the Safe
Drinking Water and Toxic Enforcement Act
of 1986 (Health and Safety Code § 25249.5 et
seq.)**

Date: September 27, 2023
Time: 8:30 a.m.
Dept.: 39
Judge: Hon. Stephen I. Goorvitch

RESERVATION ID: 615786388773

1 Plaintiff Public Health and Safety Advocates, LLC and defendant Haitai USA, Inc., having
2 agreed through their respective counsel that Judgment be entered pursuant to the terms of their
3 settlement agreement in the form of a stipulated judgment ("Amended Consent judgment"), and
4 following this Court's issuance of an order approving their Proposition 65 settlement and
5 Amended Consent Judgment, and for good cause being shown,

6 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that, pursuant to
7 Health and Safety Code section 25249.7(f)(4) and Code of Civil Procedure section 664.6,
8 judgment is hereby entered in accordance with the terms of the Amended Consent Judgment
9 attached hereto as Exhibit 1. By stipulation of the parties, the Court will retain jurisdiction to
10 enforce the terms of the Amended Consent Judgment under Code of Civil Procedure section
11 664.6.

12
13 **IT IS SO ORDERED.**

14
15 Dated: 09/27/2023
16



Stephen I. Goorvitch

Stephen I. Goorvitch / Judge

HONORABLE JUDGE OF THE SUPERIOR
COURT

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EXHIBIT 1

1 JAMES KAWAHITO (SBN 234851)
2 KAWAHITO LAW GROUP APC
3 300 Corporate Pointe, Suite 340
4 Culver City, California 90230
5 Telephone: (310) 746-5300
6 Facsimile: (310) 593-2520
7 Email: jkawahito@kawahitolaw.com

8 Attorneys for Plaintiff Public Health and Safety Advocates, LLC

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **COUNTY OF LOS ANGELES**

11 PUBLIC HEALTH AND SAFETY
12 ADVOCATES, LLC., a Limited Liability
13 Company, in the public interest,

14 Plaintiff,

15 v.

16 HAITAI USA, INC., a California
17 Corporation and DOES 1 through 50,
18 inclusive,

19 Defendant(s)

Case No.: 21STCV23084

**AMENDED [PROPOSED] STIPULATED
CONSENT JUDGMENT**

**HEALTH AND SAFETY CODE §
25249.6**

1 **1. INTRODUCTION**

2 **1.1. Public Health and Safety Advocates, LLC. and Haitai, Inc.**

3 This Consent Judgment is entered into by and between plaintiff Public Health and Safety
4 Advocates, LLC (“PHSA” or “Plaintiff”) and defendant Haitai, Inc. (“HAITAI” or “Defendant”)
5 with HAITAI and PHSA each individually referred to as a “Party” and collectively as the
6 “Parties.”

7 **1.2. Plaintiff**

8 PHSA is a limited liability company duly organized and existing in the State of California,
9 which seeks to promote awareness of exposures to toxic chemicals and to improve human health
10 by reducing or eliminating hazardous substances used in consumer products.

11 **1.3. Defendant**

12 HAITAI employs ten or more persons and is a person in the course of doing business for
13 purposes of the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health and
14 Safety Code section 25249.6 et seq. (“Proposition 65”).

15 **1.4. General Allegations**

16 PHSA alleges that HAITAI has manufactured, sold, and/or distributed for sale in
17 California, certain products described more specifically below containing lead, a chemical listed
18 by the State of California under Proposition 65, without providing a required Proposition 65
19 warning. Lead shall be referred to hereinafter as the “Listed Chemical.”

20 **1.5. Product Description**

21 The HAITAI products that are the subject of this Consent Judgment are: (1) Seasoned
22 Shredded Cuttlefish, UPC #020914812469; (2) Seasoned Shredded Cuttlefish, UPC
23 #020914812476 which were sold and/or distributed for sale in California by HAITAI (“Covered
24 Products”).

25 **1.6. Notice of Violation**

26 On June 22, 2020, PHSA served HAITAI and the requisite public enforcement agencies
27 with two 60-Day Notices of Violation (“Notices”) alleging that HAITAI violated Proposition 65.
28

1 The Notices alleged that HAITAI failed to warn its customers and consumers in California that the
2 Covered Products contain lead.

3 **1.7. Complaint**

4 On June 21, 2021, Plaintiff, who was and is acting in the interest of the general public in
5 California, filed a complaint (“Complaint” or “Action”) in the Superior Court in and for the
6 County of Los Angeles against HAITAI and Does 1 through 50, alleging violations of Health &
7 Safety Code §25249.6 based on the alleged exposures to lead contained in the Covered Products.

8 **1.8. No Admission**

9 The Parties enter into this Consent Judgment as a full and final settlement of all claims that
10 were raised or that could have been raised in the Notices, arising out of the facts and/or conduct
11 alleged therein. HAITAI denies the material, factual and legal allegations contained in PHSA’s
12 Notice and the Complaint, and maintains that all products, including but not limited to the
13 Covered Products, that it has sold and distributed in California have been and are in compliance
14 with all applicable laws, and are completely safe for their intended use. Nothing in this Consent
15 Judgment shall be construed as an admission by HAITAI of any fact, finding, conclusion, issue of
16 law, or violation of law, nor shall compliance with this Consent Judgment constitute or be
17 construed as an admission by HAITAI of any fact, finding, conclusion, issue of law, or violation
18 of law, such being specifically denied by HAITAI. However, this section shall not diminish or
19 otherwise affect HAITAI’s obligations, responsibilities, and duties hereunder.

20 **1.9. Consent to Jurisdiction**

21 For purposes of this Consent Judgment only, the Parties stipulate that: (1) this Court has
22 jurisdiction over HAITAI as to the allegations contained in the Complaint; 2) that venue is proper
23 in the County of Los Angeles; and 3) that this Court has jurisdiction to enter and enforce the
24 provisions of this Consent Judgment.

25 **1.10. Effective Date**

26 For purposes of this Consent Judgment, the term “Effective Date” shall mean the date on
27 which the Court approves this Consent Judgment, including any unopposed tentative ruling
28 granting approval of this Consent Judgment.

1 **2. INJUNCTIVE RELIEF: REFORMULATED PRODUCTS AND WARNINGS**

2 **2.1. Reformulation Standard and Schedule**

3 Commencing within 60 days of the Effective Date, HAITAI shall not manufacture for
4 consumer sale into the State of California any Covered Product that subsequently exposes a person
5 to a Daily Serving of more than 0.5 micrograms of lead without providing a warning as set forth in
6 Sections 2.3 -2.6. A reformulated Covered Product ("Reformulated Product") is one for which the
7 Daily Serving contains no more than 0.5 micrograms of lead ("Reformulation Standard").

8 Covered Products that comply with the Reformulation Standard shall not require any
9 warnings. For any Covered Products manufactured after 60 days from the Effective Date or later
10 that do not meet the Reformulation Standard, HAITAI shall provide the warning set forth in
11 Section 2.3-2.6.

12 As long as HAITAI complies and remains in compliance with the requirements of Section
13 2.1 – 2.6 for each of the Covered Products, the Parties agree that such Products shall be deemed to
14 comply with Proposition 65 with respect to lead, and that compliance with this Consent Judgment
15 shall fully and completely satisfy HAITAI's obligations under Proposition 65 to provide warnings
16 for such Covered Products with respect to the presence of lead, regardless of when manufactured,
17 distributed or sold. To the extent that HAITAI manufactures other similar products in the future,
18 aside from the Covered Products, its compliance with the obligations set forth herein, Sections
19 2.1-2.6, shall be deemed to comply with Proposition 65 with respect to lead.

20 Covered Products manufactured within 60 days of the Effective Date and/or currently in
21 the channels of distribution may continue to be sold through by HAITAI and Releasees. However,
22 as of 60 days from the Effective Date, HAITAI and the Releasees, as defined in Section 5.1, may
23 not sell into California newly manufactured Covered Products that are not Reformulated Products
24 that do not contain the warnings set forth in Paragraph 2.3-2.6.

25 **2.2. Daily Serving**

26 A Daily Serving (for purposes of determining Proposition 65 compliance for chemicals
27 present in the Covered Products) shall be defined as the serving size set forth on the "Nutritional
28 Facts" or "Supplemental Facts" stated on the Covered Product package.

1 **2.3. Warning Option**

2 Covered Products that do not meet the standard of Reformulated Products set forth in
3 Section 2.1 above shall be accompanied by a warning as described in Section 2.4-2.6 below. This
4 warning shall only be required as to Covered Products that Defendant manufactures, sells or ships
5 to consumers, retailers, or distributors in California after the Effective Date. No Proposition 65
6 warning for lead shall be required as to any Covered Products that are already in the stream of
7 commerce as of 60 days from the Effective Date.

8 **2.4. Warning Language**

9 Covered Products manufactured after the Effective Date for sale in California that do not
10 qualify as Reformulated Products shall contain a Proposition 65 warning affixed to the packaging,
11 labeling, or directly on each Covered Product. The warning shall state either:

12 **[California Proposition 65] WARNING:** Consuming this product can
13 expose you to chemicals including lead, which are known to the State
14 of California to cause [cancer and] birth defects and other reproductive
 harm. www.P65Warnings.ca.gov.

15 **[California Proposition 65] WARNING:** [Cancer and] Reproductive
16 Harm - www.P65Warnings.ca.gov.

17 The warning shall be prominently displayed with such conspicuousness as compared with
18 other words, statements, designs, or devices as to render it likely to be read and understood by an
19 ordinary individual under customary conditions before purchase or use. Each warning shall be
20 provided in a manner such that the consumer or user is reasonably likely to understand the
21 Covered Products the warning applies to, so as to minimize the risk of consumer confusion. In the
22 event that the Office of Environmental Health Hazard Assessment promulgates one or more
23 regulations requiring or permitting warning text and/or methods of transmission applicable to the
24 Covered Products that is different than those set forth above, HAITAI shall be entitled to use, at its
25 discretion, such other warning text and/or methods of transmission without being deemed in
26 breach of this Consent Judgment, as long as such warning text and methods of transmission
27 comply with OEHHA regulations.

28

1 **2.5. Internet Sales**

2 For any Covered Products sold by HAITAI through the internet, the relevant warnings
3 shall comply with the requirements of 27 Cal. Code Regs. § 25602(b), effective August 30, 2018.

4 **2.6. Warnings By Notice To Businesses Who Sell Or Receive The Covered**
5 **Products**

6 For purposes of this Consent Judgment, HAITAI may also satisfy the warning requirement
7 by complying with the requirements of 27 Cal. Code Regs. §25600.2 including providing the
8 required information to any business or retailer that is subject to Proposition 65, to which it sells
9 or transfers the Covered Products.

10 **2.7. Right To Rely On Subsequent Standards Or Safe Harbor Levels Adopted By**
11 **OEHHA Or The Attorney General's Office**

12 To the extent that OEHHA adopts safe harbor levels for lead in seafood that are different
13 than those currently in effect, HAITAI shall be entitled to rely on such standards notwithstanding
14 the requirements set forth in Section 2.1. Similarly, the California Attorney General's office is
15 currently litigating the case *People of the State of Cal. v. Pac. Am. Fish Company, Inc.* Case No.
16 RG20085046 ("PAFC Case") pending in the Superior Court of Alameda County related to heavy
17 metals in seafood products. To the extent the Attorney General's office adopts a standard for the
18 amount of lead in seafood products that it deems compiles with the safe harbor provisions that is
19 different from Section 2.1 as part of a resolution of the PAFC Case, HAITAI shall be permitted to
20 rely on such standard notwithstanding the requirements set forth in Section 2.1.

21 **3. MONETARY PAYMENTS**

22 **3.1. Payments Pursuant to Health & Safety Code § 25249.7(b)**

23 HAITAI shall pay a total civil penalty of \$3,000.00, to be apportioned in accordance with
24 California Health & Safety Code §§25249.12(c) & (d), with 75% of these funds remitted to the
25 State of California's Office of Environmental Health Hazard Assessment ("OEHHA") and the
26 remaining 25% of the penalty remitted to PHSA. HAITAI shall issue two separate checks for the
27 penalty payment: (a) one check made payable to the Kawahito Law Group in Trust for the State
28 of California's Office of Environmental Health Hazard Assessment ("in Trust for OEHHA") in the

1 amount of \$2,250.00, representing 75% of the total civil penalty; and (b) one check to "Kawahito
2 Law Group in Trust for PHSA" in the amount of \$750.00, representing 25% of the total civil
3 penalty. Two separate 1099s shall be issued for the above payments: The first 1099 shall be
4 issued to OEHHA, P.O. Box 4010, Sacramento, CA 95814 (EIN: 68-0284486). The second
5 1099 shall be issued to Kawahito Law Group APC, who shall furnish a W2 at least five calendar
6 days before payment is due.

7 The payments shall be delivered to PHSA's counsel at the following address within ten
8 days of the Effective Date of this Consent Judgment:

9 James Kawahito, Esq.
10 Kawahito Law Group APC
11 300 Corporate Pointe., Suite 340
12 Culver City, CA 90230

13 Payment may also be made by wire or ACH or wire transfer. Instructions will be provided
14 separately upon request.

15 **4. REIMBURSEMENT OF ATTORNEYS' FEES AND COSTS**

16 The Parties acknowledge that PHSA and its counsel offered to resolve this dispute without
17 reaching terms on the amount of fees and costs to be reimbursed to them, thereby leaving any fee
18 reimbursement issue to be resolved after the material terms of the Consent Judgment had been
19 settled. The Parties reached an accord on the compensation due to PHSA and its counsel under
20 general contract principles and the private attorney general doctrine codified at California Code of
21 Civil Procedure (CCP) § 1021.5, for all work performed through the mutual execution of this
22 Consent Judgment. HAITAI shall reimburse PHSA and its counsel in the total amount of
23 \$27,000.00 for all attorney's fees, investigative and consulting costs, and all other expenses of any
24 kind incurred by PHSA as a result of investigating, bringing this matter to the attention of
25 HAITAI, litigating this matter, negotiating this Consent Judgment, drafting the Complaint, and
26 preparing the necessary briefing to obtain Court approval of the Consent Judgment. The check
27 shall be made payable to "Kawahito Law Group APC" and delivered to the address below. Wire
28 or ACH Instructions will be provided separately upon request. The payment shall be delivered to

1 PHSA's counsel at the following address within ten days of the Effective Date of this Consent
2 Judgment:

3 James Kawahito, Esq.
4 Kawahito Law Group APC
5 300 Corporate Pointe., Suite 340
6 Culver City, CA 90230

7 To allow for the issuance of a timely payment pursuant to the above, PHSA shall provide
8 HAITAI with a completed IRS Form W-9 for the Kawahito Law Group APC upon request.

9 **5. RELEASE OF CLAIMS**

10 **5.1. Release of HAITAI**

11 This Consent Judgment is a full, final and binding resolution between PHSA, on behalf of
12 itself and the public interest, and its past and current agents, representatives, attorneys, successors
13 and/or assignees (the "Releasors"), on the one hand, and HAITAI, its respective parents,
14 subsidiaries, affiliated entities that are under common ownership, shareholders, members,
15 directors, officers, managers employees, representatives, agents, attorneys, divisions, subdivisions,
16 partners, sister companies, licensors, licensees, and each entity to whom HAITAI directly or
17 indirectly distributes or sells the Covered Products, including but not limited to downstream
18 retailers, distributors, wholesalers, customers, marketplace hosts, franchisers, cooperative
19 members, licensors, licensees, and the successors and assigns of any of them ("Releasees"), on the
20 other hand, of any violation of Proposition 65 that was or could have been asserted by PHSA
21 against HAITAI or the Releasees based on the alleged failure to warn about alleged Proposition 65
22 exposures to lead caused by the Covered Products that were manufactured by HAITAI (either
23 directly or through any of the Releasees) as of 60 days after the Effective Date. Compliance with
24 the terms of this Consent Judgment constitutes compliance with Proposition 65 by Defendant with
25 respect to the alleged or actual failure to warn about exposures to lead from Covered Products.
26 With respect to the foregoing waivers and releases in this paragraph, PHSA on behalf of itself,
27 hereby specifically waives any and all rights and benefits which he now has, or in the future may
28 have, conferred by virtue of the provisions of Section 1542 of the California Civil Code, which
provides as follows:

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

6 **5.2 HAITAI Release of PHSA**

7 HAITAI on behalf of itself, its past and current agents, representatives, attorneys,
8 successors, and/or assignees, hereby waives any and all claims against PHSA, its attorneys and
9 other representatives, for any and all actions taken or statements made (or those that could have
10 been taken or made) by PHSA and its attorneys and other representatives, whether in the course of
11 investigating claims or otherwise seeking to enforce Proposition 65 against it in this matter with
12 respect to the Covered Products.

13 **6. COURT APPROVAL**

14 This Consent Judgment is not effective until it is approved and entered by the Court and
15 shall be null and void if, for any reason, it is not approved and entered by the Court.

16 **7. SEVERABILITY**

17 If, subsequent to the execution of this Consent Judgment, any provision of this Consent
18 Judgment is deemed by a court to be unenforceable, the validity of the remaining provisions shall
19 not be adversely affected.

20 **8. GOVERNING LAW**

21 The terms of this Consent Judgment shall be governed by the laws of the State of
22 California and apply within the State of California. In the event that Proposition 65 is repealed,
23 preempted, or is otherwise rendered inapplicable by reason of law generally, or as to the Products,
24 then HAITAI may provide Plaintiff with written notice of any asserted change in the law, and
25 shall have no further obligations pursuant to this Consent Judgment, with respect to, and to the
26 extent that, the Covered Products are so affected.

27 **9. JOINT PREPARATION**

28 The Parties have jointly participated in the preparation of this Consent Judgment and this
Consent Judgment is the result of the joint efforts of the Parties. Accordingly, any uncertainty or

1 ambiguity existing in this Consent Judgment shall not be interpreted against any Party as a result
2 of the manner of the preparation of this Consent Judgment. Each Party to this Consent Judgment
3 agrees that any statute or rule of construction providing that ambiguities are to be resolved against
4 the drafting Party should not be employed in the interpretation of this Consent Judgment and, in
5 this regard, the Parties hereby waive California Civil Code § 1654.

6 **10. ENTIRE AGREEMENT**

7 This Consent Judgment contains the sole and entire agreement and understanding of the
8 Parties with respect to the entire subject matter hereof, and any and all prior discussions,
9 negotiations, commitments, or understandings related thereto, if any, are hereby merged herein.
10 No supplementation, modification, waiver, or termination of this Consent Judgment shall be
11 binding unless executed in writing by the Party to be bound thereby. No waiver of any of the
12 provisions of this Consent Judgment shall be deemed or shall constitute a waiver of any of the
13 other provisions hereof whether or not similar, nor shall such waiver constitute a continuing
14 waiver unless set forth in writing between the Parties.

15 **11. NOTICES**

16 Unless specified herein, all correspondence and notice required to be provided pursuant to
17 this Consent Judgment shall be in writing and, with courtesy copies to counsel delivered by email,
18 sent by: (a) personal delivery; (b) first-class, registered or certified mail, return receipt requested;
19 or (c) a recognized overnight courier on any Party by the other at the following addresses:

20
21 For HAITAI: Ryan Landis, Esq.
22 Gordon Rees Scully Mansukhani
23 5 Park Plaza, Suite 1100
Irvine, CA 92614
rlandis@grsm.com

24 For PHSA: Public Health And Safety Advocates, LLC
25 10429 Eastborne St.
Los Angeles, CA 90049

26 With a Copy to: James K. Kawahito
27 Kawahito Law Group APC
Attn. PHSA v. HAITAI
28 300 Corporate Pointe, Suite 340

Culver City, CA 90230
jkawahito@kawahitolaw.com

Any Party may, from time to time, specify in writing to the other a change of address to which all notices and other communications shall be sent.

12. COUNTERPARTS; FACSIMILE SIGNATURES

This Consent Judgment may be executed in counterparts and by facsimile or portable document format (PDF) signature, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

13. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7

PHSA and his attorneys agree to comply with the reporting form requirements referenced in California Health and Safety Code Section 25249.7(f).

14. ADDITIONAL POST EXECUTION ACTIVITIES


The Parties acknowledge that, pursuant to Health & Safety Code §25249.7, a noticed motion is required to obtain judicial approval of this Consent Judgment. In furtherance of obtaining such approval, PHSA shall be responsible for preparing the motion to approve the Consent Judgment. HAITAI and their respective counsel agree to mutually employ their best efforts to support the entry of this agreement as a Consent Judgment and obtain approval of the Consent Judgment by the Court in a timely manner. For purposes of this paragraph, best efforts shall include at a minimum, cooperating in Plaintiff's drafting and filing of any papers in support of the required motion for judicial approval.

15. MODIFICATION

This Consent Judgment may be modified only: (1) by written agreement of the parties and upon entry of a modified consent judgment by the Court thereon; or (2) upon a successful motion of any party and entry of a modified consent judgment by the Court. The Attorney General shall be served with notice of any proposed modification to this Consent Judgment at least forty-five days in advance of its consideration by the Court. To the extent either party alleges a breach of this Consent Judgment, written notice shall be provided to the party in alleged breach and the Parties shall thereafter meet and confer for at least 30 days to try to informally resolve the dispute before either Party files a motion to enforce.

1 **16. AUTHORIZATION**

2 The undersigned are authorized to stipulate to, enter into, and execute this Consent
3 Judgment on behalf of their respective parties, and have read, understood, and agree to all of the
4 terms and conditions of this Consent Judgment.

5 **AGREED TO:**
6 
7 Date: 9/6/23

AGREED TO:
Date: _____

8
9 By: _____
10 Public Health And Safety Advocates, LLC

By: _____
Haitai, Inc.

11
12
13
14
15 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that, pursuant to Health & Safety
16 Code § 25249.7(f)(4) and Code of Civil Procedure § 664.6, judgment is hereby entered.

17
18 Dated: _____

JUDGE OF THE SUPERIOR COURT

21
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1 **PROOF OF SERVICE**

2 I am employed in the **County of Los Angeles, State of California**. I am over the age of
3 18 and not a party to this action; my current business address is **300 Corporate Pointe, Suite**
4 **340, Culver City, CA 90230**

5 On **September 13, 2023**, I served the foregoing document(s) described as:

6 **AMENDED [PROPOSED] JUDGMENT PURSUANT TO TERMS OF PROPOSITION 65**
7 **SETTLEMENT AND AMENDED CONSENT JUDGMENT**

8 on the interested parties in this action as follows:

9 x BY THE FOLLOWING MEANS:

10 I placed an original enclosed in sealed envelope(s) addressed as follows:

11 Ryan Landis, Esq.
12 Gordon & Rees
13 5 Park Plaza, Suite 1100
14 Irvine, CA 92614

15 *rlandis@grsm.com*

16 x BY THE FOLLOWING MEANS:

17 x BY MAIL

18 I placed the envelope(s) with postage thereon fully prepaid in the United States
19 mail, at **Culver City, California**.

20 I am readily familiar with the firm's practice of collection and processing
21 correspondence for mailing with the United States Postal Service; the firm
22 deposits the collected correspondence with the United States Postal Service that
23 same day, in the ordinary course of business, with postage thereon fully prepaid,
24 at **Culver City, California**. I placed the envelope(s) for collection and mailing
25 on the above date following ordinary business practices.

26 x BY E-MAIL

27 x Due to the Covid-19 pandemic our office is working remotely the majority of
28 the week and not able to send physical mail per standard business practices. We
will provide a physical copy, upon request only. A true and correct copy of the
document listed above was electronically served on the email addresses listed
above.

 x Executed on **September 13, 2023**, at **Culver City, California**.

 x I declare under penalty of perjury under the laws of the State of California that
the above is true and correct.

 x I declare that I am employed in the office of a member of the bar of this court at
whose direction the service was made.

27 
28 **Sebastian Burnside**



Court Reservation Receipt

Reservation

Reservation ID:
615786388773

Status:
RESERVED

Reservation Type:
Motion re: (To Approve Proposition 65 Settlement and
Consent Judgment)

Number of Motions:
1

Case Number:
21STCV23084

Case Title:
PUBLIC HEALTH & SAFETY ADVOCATES, LLC, A
LIMITED LIABILITY COMPANY, IN THE PUBLIC
INTEREST vs HAITAI USA, INC., A CALIFORNIA
CORPORATION

Filing Party:
Public Health & Safety Advocates, LLC, a Limited
Liability Company, In the public interest (Plaintiff)

Location:
Stanley Mosk Courthouse - Department 39

Date/Time:
September 27th 2023, 8:30AM

Confirmation Code:
CR-LEARANVBYJGCKRAHP

Fees

Description	Fee	Qty	Amount
Motion re: (name extension)	60.00	1	60.00
Credit Card Percentage Fee (2.75%)	1.65	1	1.65
TOTAL			\$61.65

Payment

Amount:
\$61.65

Type:
Visa

Account Number:
XXXX2474

Authorization:
09376G

Payment Date:
2023-06-26

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[Print Page](#)