

1 Andre A. Khansari, Esq. (SBN 223528)
2 andre@khansarilaw.com
3 KHANSARI LAW CORPORATION
4 11845 Olympic Blvd., Suite 1000
5 Los Angeles, California 90064
6 Tel: (424) 248-6688
7 Fax: (424) 248-6689

8 Attorneys for Plaintiff,
9 THE CHEMICAL TOXIN WORKING GROUP, INC.

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

THE CHEMICAL TOXIN WORKING
GROUP, INC., a California non-profit
corporation,

Plaintiff,

v.

SUN HING FOODS, INC., a California
corporation, and DOES 1-25, inclusive,

Defendants.

Case No.: RG18901453

(Assigned for all purposes to:
Hon. Brad Seligman, Dept. 23)

**[PROPOSED] STIPULATED
CONSENT JUDGMENT;
[PROPOSED] ORDER**

[California Health & Safety Code,
sections 25249.5 *et seq.*]

Complaint Filed: April 23, 2018
Trial Date: October 05, 2020

1. INTRODUCTION

1.1 The Parties. This stipulated consent judgment ("Consent Judgment") is entered into by and between Plaintiff THE CHEMICAL TOXIN WORKING GROUP, INC. ("CTWG" or "Plaintiff") and Defendant SUN HING FOODS, INC. ("Sun Hing" or "Defendant"); CTWG and Sun Hing collectively referred to as the "Parties" and each of them as a "Party."

1.1.1 Plaintiff CTWG is a California non-profit corporation dedicated to, among other causes, providing information to consumers regarding the hazards of toxins in products, protecting public health and enforcing state and federal environmental laws and regulations through citizen suits.

1.1.2 Defendant Sun Hing is alleged to be a person in the course of doing business for purposes of Proposition 65, Cal. Health & Safety Code ("HSC"), sections 25249.6 *et seq.*, and at all times relevant for purposes of this Consent Judgment employs ten or more persons.

1.2 **Notices of Violation.**

1.2.1 On or about December 18, 2017, CTWG served Sun Hing and Island Pacific Supermarkets, Inc. ("Island Pacific"), and various public enforcement agencies with documents entitled "Notice of Violation of California Health & Safety Code, Section 25249.5 *et seq.* (Proposition 65)" pursuant to HSC § 25249.7(d) (the "2017 Notice"), that provided the recipients with notice of alleged violations of HSC § 25249.6 for allegedly failing to warn individuals in California of exposures to lead and cadmium (the "Listed Chemicals") contained in a seafood product called "Flower Brand Whole Baby Clams 20 oz." sold by Sun Hing and Island Pacific in California. No public enforcer has commenced or diligently prosecuted the allegations set forth in the 2017 Notice.

1.2.2 On or about February 12, 2018, CTWG served Sun Hing, and various public enforcement agencies with documents entitled "Notice of Violation of California Health & Safety Code, Section 25249.5 *et seq.* (Proposition 65)" pursuant to HSC § 25249.7(d) (the "2018 Notice", and together with the 2017 Notice, collectively referred to as the "Notices"), that provided the recipients with notice of alleged violations of HSC § 25249.6 for allegedly failing to warn individuals in California of exposures to lead contained in a seafood product called "Flower Brand Baby Clams in Brine" sold by Sun Hing in California. No public enforcer has commenced or diligently prosecuted the allegations set forth in the 2018 Notice.

1.2.3 Thereafter, Sun Hing caused Proposition 65 warnings to be placed on the products described in the Notices.

1.3 **Action.** On April 23, 2018, CTWG filed a Complaint against Sun Hing for civil penalties and injunctive relief (the "Complaint") in Alameda County Superior Court, pending as Case No. RG18901453 (the "Action").

1.4 **Allegations and Representations.** CTWG brought the Action pursuant to "Proposition 65" (codified by HSC §§ 25249.6 *et seq.*), seeking injunctive relief, penalties, and

1 reimbursement of its reasonable attorney's fees and costs. CTWG contends in the Complaint that
2 Defendant Sun Hing knowingly and intentionally exposed California consumers to lead and
3 cadmium, substances known to cause cancer and reproductive toxicity, through the sale of the
4 "Covered Products" (as defined below). In the Complaint, Plaintiff contends that Defendant did
5 not provide clear and reasonable warnings required by Proposition 65, thereby causing consumers
6 of the Covered Products to be involuntarily, unknowingly, and unwittingly exposed to substances
7 known to the State of California to cause cancer and reproductive toxicity.

8 1.5 **Consent to Jurisdiction.** For purposes of this Consent Judgment only, the Parties
9 stipulate that this Court has jurisdiction over Sun Hing as to the allegations contained in the
10 Complaint, that venue is proper in the County of Alameda, and that this Court has jurisdiction to
11 approve, enter, and oversee the enforcement of this Consent Judgment as a full and final binding
12 resolution of all claims which were or could have been raised in the Complaint based on the facts
13 alleged therein and/or in the Notices.

14 1.6 **No Admission.** Sun Hing denies the material allegations contained in the Notices
15 and the Complaint and specifically denies that the Covered Products require a Proposition 65
16 warning or otherwise harm any person. Sun Hing maintains that it has not violated Proposition 65
17 and in particular asserts that the Covered Products do not unlawfully expose California consumers
18 to lead and cadmium. Nothing in this Consent Judgment shall be construed as an admission by Sun
19 Hing of any fact, finding, issue of law, or violation of law; nor shall compliance with this Consent
20 Judgment constitute or be construed as an admission by Sun Hing of any fact, finding, conclusion,
21 issue of law, or violation of law, such being specifically denied by Sun Hing. This section,
22 however, shall not diminish or otherwise affect the obligations, responsibilities, and duties of Sun
23 Hing under this Consent Judgment.

24 1.7 **No Effect on Future Proceedings.** Except as expressly set forth herein, nothing in
25 this Consent Judgment shall prejudice, waive or impair any right, remedy, argument or defense the
26 Parties may have in any other or future legal proceedings which do not arise out of the Action.
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1 **2. CERTAIN DEFINITIONS**

2 **2.1 Covered Products.** The term “Covered Products” (and each a Covered Product)
3 means the certain products: (i) Flower Brand Whole Baby Clams; and (ii) Flower Brand Clams in
4 Brine. The Covered Products were and/or are manufactured, distributed and/or offered for sale in
5 California by Sun Hing.

6 **2.2 Effective Date.** The term “Effective Date” means the date that notice of entry of
7 this Consent Judgment is served on Sun Hing.

8
9 **3. INJUNCTIVE RELIEF: REFORMULATION AND WARNINGS**

10 **3.1 Threshold for Warnings.** After the Effective Date, Sun Hing shall not sell, offer
11 for sale, distribute, nor manufacture for sale, in the State of California, any Covered Product which
12 exposes a person to more than 0.50 micrograms of lead, or more than 4.10 micrograms of cadmium,
13 per day based on the recommended serving size on the Covered Product’s label, unless each such
14 unit of the Covered Product bears a warning meeting the warning requirements under Section 3.3
15 below. For the purposes of this Consent Judgment, the amount of lead or cadmium a person is
16 exposed to from the Covered Product shall be calculated using the following formula: micrograms
17 of lead or cadmium per gram of product, multiplied by grams of product per serving of the product
18 (using the largest serving size appearing on the product label), multiplied by servings of the product
19 per day (using the largest number of servings in a recommended dosage appearing on the product
20 label).

21 **3.2 Reformulated Covered Product.** A “Reformulated Covered Product” is a Covered
22 Product for which the average daily exposure level does not exceed 0.5 micrograms of lead per day
23 and/or no more than 4.1 micrograms of cadmium per day as determined by the formula, testing and
24 quality control methodology described in Section 3.4. As used in this Consent Judgment, “no more
25 than 0.5 micrograms of lead per day” and “no more than 4.1 micrograms of cadmium per day”
26 mean that the samples of the testing under Section 3.4 yield an average daily exposure of no more
27 than 0.5 micrograms of lead and 4.1 micrograms of cadmium (with average daily exposure
28 calculated pursuant to Section 3.4 of this Consent Judgment), respectively. For purposes of

determining which warning, if any, is required pursuant to Section 3.3, the average concentration utilizing the geometric mean of lead and cadmium detection results of five (5) samples of these products, randomly selected by Sun Hing will be controlling. No Proposition 65 warning shall be required on a Reformulated Covered Product.

3.3 Clear and Reasonable Warning. For any Covered Product that requires a Proposition 65 warning under this Consent Judgment, Sun Hing shall utilize one of the following warning statements:

3.3.1 Option 1:

⚠ WARNING: This product can expose you to chemicals, including lead which is known to the State of California to cause birth defects or other reproductive harm. For more information, go to www.P65Warnings.ca.gov/food.

OR

⚠ WARNING: This product can expose you to chemicals, including cadmium which is known to the State of California to cause cancer. For more information, go to www.P65Warnings.ca.gov/food.

OR

⚠ WARNING: This product can expose you to chemicals, including lead and cadmium, which is 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

3.3.2 Option 2:

⚠ WARNING: Consuming this product can expose you to lead, known to the State of California to cause birth defects or other reproductive harm. For more information, go to www.P65Warnings.ca.gov/food.

OR

⚠ WARNING: Consuming this product can expose you to cadmium, known to the State of California to cause cancer. For more information, go to www.P65Warnings.ca.gov/food.

OR

⚠ WARNING: Consuming this product can expose you to lead and cadmium, both known to the State of California to cause cancer and birth defects or other

1 reproductive harm. For more information, go to
2 www.P65Warnings.ca.gov/food.

3 3.3.3 Option 3.

4  **WARNING: Cancer and Reproductive Harm – www.P65Warnings.ca.gov.**

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6 3.3.4 Option 4. Any warning authorized by any Proposition 65 law or regulation
7 effective on or after the Effective Date, including, without limitation 27 Cal. Code Regs. § 25607.2.

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9 3.3.5 Pictograms Format. The pictograms depicted in Sections 3.3.1, 3.3.2 and
10 3.3.3 shall be in yellow with a black exclamation mark; *provided however*, the pictogram may be
11 in white instead of yellow if the Covered Product label does not contain the color yellow.

12 3.3.6 Text Format. Respecting the warnings defined in Sections 3.3.1, 3.3.2, and
13 3.3.3, the warning must be in a type size no smaller than the largest type size used for other
14 consumer information on the product. In no case shall the warning appear in a type size smaller
15 than 6-point type. If the warning is printed on the label, the warning shall be set off from other
16 surrounding information in the label and enclosed in a box.

17 3.3.7 Internet Sales. If Sun Hing sells Covered Products via an internet website to
18 customers located in California, the warning requirements of this section shall be satisfied if the
19 foregoing warning appears either: (a) on the same web page on which a Covered Product is
20 displayed and/or described; (b) on the same page as the price for the Covered Product; or (c) on
21 one or more web pages displayed to a purchaser prior to purchase during the checkout process.
22 Alternatively, a symbol consisting of a black exclamation point in a yellow or white equilateral
23 triangle may appear adjacent to or immediately following the display, description, price, or
24 checkout listing of the Covered Product, if the warning statement appears elsewhere on the same
25 web page in a manner that clearly associates it with the product(s) to which the warning applies.

26 3.3.8 Compliance. Notwithstanding anything to the contrary herein, Plaintiff
27 CTWG hereby acknowledges and agrees that the warnings Sun Hing caused to be placed on the
28 Covered Products comply with the requirements of this Section and with Proposition 65.

1 3.4 Formula, Testing and Quality Control Methodology.

2 3.4.1 For purposes of this Consent Judgment, average daily exposure levels shall
3 be measured in micrograms per day, and shall be calculated using the following formula: the
4 average concentration of lead or cadmium in the product in micrograms per gram, multiplied by
5 grams of product per serving of the product (using the serving size appearing on the product label),
6 multiplied by the frequency of consumption of once every fourteen (14) days.

7 3.4.2 All testing performed pursuant to this Consent Judgment shall be performed
8 using a laboratory method that complies with the performance and quality control factors
9 appropriate for the method used, including limit of detection, limit of quantification, accuracy, and
10 precision and meets the following criteria: Inductively Coupled Plasma-Mass Spectrometry (ICP-
11 MS) achieving a limit of quantification of less than or equal to 0.010 mg/kg or any other testing
12 method subsequently agreed upon in writing by the Parties.

13 3.4.3 All testing performed pursuant to this Consent Judgment shall be performed
14 by an independent third-party laboratory certified by the California Environmental Laboratory
15 Accreditation Program for the analysis of heavy metals or a laboratory that is approved by,
16 accredited by, or registered with the United States Food & Drug Administration.

17 **4. MONETARY TERMS**

18 4.1 Total Amount of Settlement. In full satisfaction of all potential civil penalties,
19 payment in lieu of civil penalties, CTWG's attorney's fees, expert fees and all other costs and
20 expenses incurred, including, without limitation, pursuant to California Code of Civil Procedure §
21 1021.5, with respect to the Action and the Covered Products, Sun Hing shall pay the total settlement
22 amount of fifty thousand dollars (\$50,000.00), apportioned as follows:

23 4.1.1 Civil Penalty. Of the settlement amount, Sun Hing shall pay five thousand
24 dollars (\$5,000.00) as a civil penalty pursuant to HSC § 25249.7(b), to be apportioned in
25 accordance with HSC § 25192, with 75% of these funds (\$3,750.00) payable to the
26 California Office of Environmental Health Hazard Assessment ("OEHHA") (EIN: 68-
27 0284486) and the remaining 25% of these funds (\$1,250.00) payable to Khansari Law
28 Corp., APC - Trust Account in trust for CTWG, as provided by HSC § 25249.12(d).

1 4.1.2 Attorneys' Fees and Costs. Of the settlement amount, Sun Hing shall pay
2 forty-five thousand dollars (\$45,000.00) as reimbursement of CTWG's attorney's fees and
3 costs incurred in the Action and with respect to the Notices payable to Khansari Law
4 Corporation.

5 4.2 Delivery of Settlement Payments. The Settlement payments called for in Section
6 4.1 shall be made within fifteen (15) business days of the later of the (a) Effective Date and (b) Sun
7 Hing's counsel's receipt of a W-9 for Khansari Law Corporation, as follows:

8 4.2.1 Sun Hing's payment (Memo Line "Prop 65 Penalties") of the civil penalty
9 to OEHHA shall be delivered by United States Mail directly to OEHHA, with an electronic
10 copy emailed to andre@khansarilaw.com, at the following address:

11 Mike Gyurics
12 Fiscal Operations Branch Chief
13 Office of Environmental Health Hazard Assessment
14 P.O. Box 4010
15 Sacramento, CA 95812-4010

16 4.2.2 Sun Hing's payments of the civil penalty to CTWG and for CTWG's
17 attorney's fees and costs shall be delivered to the following address:

18 Andre A. Khansari, Esq.
19 KHANSARI LAW CORPORATION
20 11845 Olympic Blvd., Suite 1000
21 Los Angeles, CA 90064

22 5. RELEASE OF ALL CLAIMS

23 5.1 This Consent Judgment is a full, final, and binding resolution between Plaintiff
24 acting on its own behalf, on behalf of its past, present and future parents, shareholders, members
25 directors, officers, managers, employees, principals, representatives, agents, trustees, beneficiaries,
26 attorneys, divisions, subdivisions, subsidiaries, partners, sister companies, affiliates, insurers,
27 insureds, and their predecessors, successors and assigns, and on behalf of the public interest, and
28 Sun Hing, and its past, present and future parents, shareholders, members, directors, officers,
 managers, employees, principals, representatives, agents, trustees, beneficiaries, attorneys,
 divisions, subdivisions, subsidiaries, partners, sister companies, affiliates, insurers, insureds, and
 their predecessors, successors and assigns ("Defendant Releasees"), and all entities from whom
 Defendant Releasees obtain, or in the past have obtained, and to whom they directly or indirectly

1 distribute or sell, or in the past have directly or indirectly distributed or sold, Covered Products,
2 including but not limited to manufacturers, suppliers, distributors, wholesalers, customers,
3 licensors, licensees retailers, franchisees, and cooperative members, including but not limited to
4 Island Pacific, and each of their respective past, present and future parents, shareholders, members,
5 directors, officers, managers, employees, principals, representatives, agents, trustees, beneficiaries,
6 attorneys, divisions, subdivisions, subsidiaries, partners, sister companies, affiliates, insurers,
7 insureds, and their predecessors, successors and assigns ("Downstream Releasees") of all claims,
8 demands, obligations, actions, causes of action, suits, rights, damages, obligations, debts, contracts,
9 agreements, promises, liabilities, charges, losses, costs, expenses, attorney's fees, penalties, and
10 compensation of any nature whatsoever, whether based in statute, tort, contract or any other legal
11 or equitable theory of recovery, known or unknown, fixed or contingent, now or in the future, which
12 in any way arise out of or relate to the claims made in the Notices and in the Action, including,
13 without limitation, for alleged violations of Proposition 65 based on exposure to lead and cadmium
14 in the Covered Products ("Released Claims"). This Consent Judgment shall have preclusive effect
15 such that no other person or entity, whether purporting to act in his, her, or its interests or the public
16 interest shall be permitted to pursue and/or take any action with respect to any violation of
17 Proposition 65 that was alleged in the Complaint or that could have been brought pursuant to the
18 Notices. Compliance with the terms of this Consent Judgment constitutes compliance with
19 Proposition 65 with regard to the Covered Products.

20 5.2 In addition to the foregoing, CTWG, on its own behalf, its past and current agents,
21 representatives, attorneys, and successors and/or assignees, and not in its representative capacity,
22 hereby waives all rights to institute or participate in, directly or indirectly, any form of legal action
23 against Sun Hing, Defendant Releasees and Downstream Releasees, and further completely and
24 forever releases and discharges Sun Hing, Defendant Releasees, and Downstream Releasees from
25 any and all Released Claims, and CTWG shall, within ten (10) business days of Sun Hing's
26 payment of the settlement amount, dismiss with prejudice its suit currently pending in Alameda
27 County Superior Court Case Number RG18903049 against Island Pacific. With respect to the
28 foregoing waivers and releases in this paragraph, CTWG, acknowledging and understanding the

1 significance and consequences of such waiver, hereby specifically waives any and all rights and
2 benefits which it now has, or in the future may have, conferred by virtue of the provisions of section
3 1542 of the California Civil Code, which provides as follows:

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

11 5.3 Sun Hing waives any and all claims against Plaintiff, its attorneys and
12 representatives, for any and all actions taken or statements made (or those that could have been
13 taken or made) by Plaintiff and its attorneys and other representatives, whether in the course of
14 investigating claims or otherwise seeking enforcement of Proposition 65 arising out of or related to
15 the Notices and/or the Action.

16 6. INTEGRATION

17 6.1 This Consent Judgment contains the sole and entire agreement of the Parties and
18 any and all prior oral and/or written negotiations and understandings related hereto shall be deemed
19 to have been merged within it. No representations or terms of agreement other than those contained
20 herein exist or have been made by any Party with respect to the other Party or the subject matter
21 hereof.

22 7. GOVERNING LAW

23 7.1 The terms of this Consent Judgment shall be governed by the laws of the State of
24 California and apply within the State of California. In the event that Proposition 65 is repealed or
25 is otherwise rendered inapplicable by reason of law generally, or as to Covered Products, then Sun
26 Hing shall have no further obligations pursuant to this Consent Judgment with respect to, and to
27 the extent that, Covered Products are so affected.
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1 **8. NOTICES**

2 8.1 Unless otherwise specified herein, all notices required to be given to either Party to
3 this Consent Judgment by the other shall be in writing and sent to the following agents listed below
4 by email and by either (a) first-class, registered, or certified mail; (b) overnight courier; or
5 (c) personal delivery.

6 For **Sun Hing:**

7 Sun Hing Foods, Inc.
8 Attention: Virginia Teng
9 271 Harbor Way
 South San Francisco, CA 94080

10 With a copy to:

11 Jeffrey H. Lowenthal
12 Steyer Lowenthal Boodrookas Alvarez & Smith LLP
13 235 Pine Street, Fifteenth Floor
 San Francisco, CA 94104
 jlowenthal@steyerlaw.com

14 For **CTWG:**

15 David Steinman
16 The Chemical Toxin Working Group, Inc.
17 1801 Chart Trail
 Topanga, CA 90290

18 With a copy to:

19 Andre A. Khansari, Esq.
20 Khansari Law Corporation
21 11845 Olympic Blvd., Suite 1000
 Los Angeles, CA 90064
 Email: andre@khansarilaw.com

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

24
25 **9. COUNTERPARTS; FACSIMILE SIGNATURES**

26 9.1 This Consent Judgment may be executed in counterparts, which taken together shall
27 be deemed to constitute one document. A facsimile or .pdf signature shall be construed as valid as
28 the original signature.

1 **10. COMPLIANCE WITH HEALTH & SAFETY CODE SECTION 25249.7(f)/COURT**
2 **APPROVAL**

3 10.1 Plaintiff agrees to comply with the requirements set forth in HSC § 25249.7(f) and
4 to promptly bring a Motion for Approval of this Consent Judgment. Sun Hing agrees it shall not
5 oppose such Motion.

6 10.2 This Consent Judgment shall not be effective until it is approved and entered by the
7 Court and shall be null and void if, for any reason, it is not approved by the Court. In such case,
8 the Parties agree to meet and confer on how to proceed and if such agreement is not reached within
9 thirty (30) days, the case shall proceed on its normal course.

10 10.3 If the Court approves this Consent Judgment and is reversed or vacated by an
11 appellate court, the Parties shall meet and confer as to whether to modify the terms of this Consent
12 Judgment. If the Parties do not jointly agree on a course of action to take, the case shall proceed
13 on its normal course on the trial court's calendar.

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15 **11. DRAFTING.** The terms of this Consent Judgment have been reviewed by the respective
16 counsel for each Party to this settlement prior to its signing, and each Party has had an opportunity
17 to fully discuss the terms with counsel. The Parties agree that, in any subsequent interpretation and
18 construction of this Consent Judgment entered thereon, the terms and provisions shall not be
19 construed against any Party.

20
21 **12. MODIFICATION**

22 12.1 This Consent Judgment may be modified only by further written stipulation of the
23 Parties and the approval of the Court or upon the granting of a motion brought to the Court by either
24 Party.

25
26 **13. ATTORNEY'S FEES**

27 13.1 Except as explicitly provided herein each Party is to bear its own fees and costs with
28 respect to the Action. However, A Party who unsuccessfully brings or contests an action or

1 proceeding arising out of this Consent Judgment shall be required to pay the prevailing party's
2 reasonable attorney's fees and costs.

3 13.2 Nothing in this Section 13 shall preclude a Party from seeking an award of sanctions
4 pursuant to law.

5
6 **14. RETENTION OF JURISDICTION; ENFORCEMENT OF CONSENT JUDGMENT**

7 14.1 This Court shall retain jurisdiction of this matter to implement or modify the
8 Consent Judgment.

9 14.2 Only after it complies with Section 14.4 below may any Party, by motion or
10 application for an order to show cause filed with this Court, enforce the terms and conditions
11 contained in this Consent Judgment.

12 14.3 If Sun Hing distributes for sale in the State of California, or directly sells in the State
13 of California any of the Covered Products without a Proposition 65 warning in the future, and
14 subsequently Plaintiff alleges that any such product fails to qualify as a Reformulated Covered
15 Product (for which Plaintiff alleges that no warning has been provided), then Plaintiff shall inform
16 Sun Hing in a reasonably prompt manner of Plaintiff's test results. Sun Hing shall, within thirty
17 (30) days following such notice, provide Plaintiff with testing information, from an independent
18 third-party laboratory meeting the requirements of Sections 3.4.2 and 3.4.3, demonstrating Sun
19 Hing's compliance with the Consent Judgment. The Parties shall first attempt to resolve the matter
20 prior to any Plaintiff taking any further legal action with the Court.

21 14.4 **Good Faith Attempt to Resolve Disputes.** If a dispute arises with respect to any
22 Party's compliance with the terms of this Consent Judgment entered by the Court, the Parties shall
23 meet in person or by telephone and endeavor to resolve the dispute in an amicable manner. No
24 action or motion may be filed in the absence of such a good faith attempt to resolve the dispute
25 beforehand. In the event an action or motion is filed, however, the prevailing party may seek to
26 recover costs and reasonable attorneys' fees. As used in the preceding sentence, the term
27 "prevailing party" means a party who is successful in obtaining relief more favorable to it than the
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1 relief that the other party was amenable to providing during the parties' good faith attempt to
2 resolve the dispute that is the subject of the Action.

3
4 **15. AUTHORIZATION**

5 15.1 The undersigned are authorized to execute this Consent Judgment on behalf of their
6 respective Parties and have read, understood and agree to all of the terms and conditions of this
7 document and certify that he or she is fully authorized by the Party he or she represents to execute
8 the Consent Judgment on behalf of the Party represented and legally bind that Party.

9
10 **IT IS SO STIPULATED:**

11 Dated 4-7-20

**THE CHEMICAL TOXIN WORKING
GROUP, INC.**

13
14 (By [Signature]
David Steinnman, Director

15
16 Dated 4-2-2020

SUN HING FOODS, INC.

17
18 By: [Signature]
19 Name VINCENT TENG
20 Its: President

21
22 **APPROVED AS TO FORM:**


23 Dated: 4/07/2020

KHANSARI LAW CORPORATION

24
25 By [Signature]
26 Andre A. Khansari, Esq.
27 Attorneys for Plaintiff,
28 The Chemical Toxin Working Group, Inc

1 Dated: April 2, 2020

STEYER LOWENTHAL BOODROOKAS
ALVAREZ & SMITH LLP

2
3 By: 
4 Dana M. Andreoli, Esq.
5 Attorneys for Defendant,
6 Sun Hing Foods, Inc.

7
8 **ORDER AND JUDGMENT**

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

11
12
13 Dated: _____

Judge of the Superior Court