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5  
6 Attorneys for Plaintiff Public Health and Safety Advocates, LLC

7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
8 **COUNTY OF LOS ANGELES**

9 PUBLIC HEALTH AND SAFETY  
10 ADVOCATES, LLC., a limited liability  
company, in the public interest,  
11  
12 Plaintiffs,  
13  
14 vs.  
15 HONG CHANG USA, INC., a California  
16 Corporation; HONG CHANG  
CORPORATION, a California  
17 Corporation; HONG CHANG  
CORPORATION dba CALIFORNIA  
18 FOOD INTERNATIONAL; HONG  
CHANG COPRPORATION dba  
19 GALLERIA FOODS WHOLESALE and  
DOES 1 through 50, inclusive,  
20  
21 Defendants.

Case No.: 21STCV14401

**[PROPOSED] STIPULATED CONSENT  
JUDGMENT**

**HEALTH AND SAFETY CODE §  
25249.6**

1 **1. INTRODUCTION**

2 **1.1. Public Health and Safety Advocates, LLC. and Hong Chang USA, Inc.**

3 This Consent Judgment is entered into by and between plaintiff Public Health and Safety  
4 Advocates, LLC (“PHSA” or “Plaintiff”) and defendant Hong Chang USA, Inc. (“HONG  
5 CHANG” or “Defendant”) with HONG CHANG and PHSA each individually referred to as a  
6 “Party” and collectively as the “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 HONG CHANG employs ten or more persons and is a person in the course of doing  
13 business for purposes of the Safe Drinking Water and Toxic Enforcement Act of 1986, California  
14 Health and Safety Code section 25249.6 et seq. (“Proposition 65”).

15 **1.4. General Allegations**

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

21 **1.5. Product Description**

22 The HONG CHANG products that are the subject of this Consent Judgment are: (1) Sliced  
23 Squid, UPC # 826546353260; (2) Hokkai Seafood Mix, UPC # 826546346705; (3) Hokkai  
24 Mideoduck (Small Sea Squirt), UPC # 826546305993; (4) Hokkai Chlamy’s Farreri Scallop, UPC  
25 # 826546355288; (5) C.F.I. Fresh Frozen Oyster Meat, UPC: 826546336072; (6) C.F.I. Baby  
26 Octopus, UPC: 826546334399; (7) C.F.I. Cooked Whole Black Mussel, UPC: 826546303777; (8)  
27 H.C.C. Fully Cooked Black Mussels, UPC: 826546101885; (9) Dried Green Laver,  
28

1 UPC: 826546334467; (10) C.F.I. Yellow Croaker, UPC: 826546338731; (11) Cooked Brown  
2 Clam, UPC: 826546858291; (12) Hokkai Cooked Whole Clam Brown, UPC: 826546354144; (13)  
3 Hokkai Clam, UPC: 826546353858; (14) Cooked Clam Meat, UPC: 826546329647; (15) Hokkai  
4 Cooked Razor Clam Meat, UPC: 826546109492; (16) White Clam, UPC: 826546348631; (17) ½  
5 Shell Cherrystone Clams, UPC: 826546100345; (18) Cooked Small Shell Clams, UPC:  
6 826546100345; (19) Cooked Baby Clam Meat, UPC: 826546333163; (20) C.F.I. Oyster, UPC  
7 826546332562; (21) Cooked Whole Clam (Brown), UPC: 826546357121. which were sold and/or  
8 distributed for sale in California by HONG CHANG (“Covered Products”).

9 **1.6. Notices of Violation**

10 On May 28, 2020, June 1, 2020, June 15, 2020, and June 18, 2020, PHSA served HONG  
11 CHANG and the requisite public enforcement agencies with twenty-one 60-Day Notices of  
12 Violation (“Notices”) alleging that HONG CHANG violated Proposition 65. The Notices alleged  
13 that HONG CHANG failed to warn its customers and consumers in California that the Covered  
14 Products contain lead and cadmium.

15 **1.7. Complaint**

16 On April 15, 2021, Plaintiff, who was and is acting in the interest of the general public in  
17 California, filed a complaint (“Complaint” or “Action”) in the Superior Court in and for the  
18 County of Los Angeles against HONG CHANG and Does 1 through 50, alleging violations of  
19 Health & Safety Code §25249.6 based on the alleged exposures to lead and cadmium contained in  
20 the Covered Products.

21 **1.8. No Admission**

22 The Parties enter into this Consent Judgment as a full and final settlement of all claims that  
23 were raised or that could have been raised in the Notices, arising out of the facts and/or conduct  
24 alleged therein. HONG CHANG denies the material, factual and legal allegations contained in  
25 PHSA’s Notice and the Complaint, and maintains that all products, including but not limited to  
26 the Covered Products, that it has sold and distributed in California have been and are in  
27 compliance with all applicable laws, and are completely safe for their intended use. Nothing in  
28 this Consent Judgment shall be construed as an admission by HONG CHANG of any fact,

1 finding, conclusion, issue of law, or violation of law, nor shall compliance with this Consent  
2 Judgment constitute or be construed as an admission by HONG CHANG of any fact, finding,  
3 conclusion, issue of law, or violation of law, such being specifically denied by HONG CHANG.  
4 However, this section shall not diminish or otherwise affect HONG CHANG's obligations,  
5 responsibilities, and duties hereunder.

6 **1.9. Consent to Jurisdiction**

7 For purposes of this Consent Judgment only, the Parties stipulate that: (1) this Court has  
8 jurisdiction over HONG CHANG as to the allegations contained in the Complaint; 2) that venue is  
9 proper in the County of Los Angeles; and 3) that this Court has jurisdiction to enter and enforce  
10 the provisions of this Consent Judgment.

11 **1.10. Effective Date**

12 For purposes of this Consent Judgment, the term "Effective Date" shall mean the date on  
13 which the Court approves this Consent Judgment, including any unopposed tentative ruling  
14 granting approval of this Consent Judgment.

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

16 **2.1. Reformulation Standard and Schedule**

17 Commencing within ninety (90) days of the Effective Date, HONG CHANG shall not  
18 manufacture for consumer sale into the State of California any Covered Product that subsequently  
19 exposes a person to a Daily Serving of more than 0.5 micrograms of lead or 4.1 micrograms of  
20 cadmium without providing a warning as set forth in Sections 2.3 -2.6. A reformulated Covered  
21 Product ("Reformulated Product") is one for which the Daily Serving contains no more than 0.5  
22 micrograms of lead or 4.1 micrograms of cadmium ("Reformulation Standard").

23 Covered Products that comply with the Reformulation Standard shall not require any  
24 warnings. For any Covered Products manufactured after 60 days from the Effective Date or later  
25 that do not meet the Reformulation Standard, HONG CHANG shall provide the warning set forth  
26 in Section 2.3-2.6.

27 As long as HONG CHANG complies and remains in compliance with the requirements of  
28 Section 2.1 – 2.6 for each of the Covered Products, the Parties agree that such Products shall be

1 deemed to comply with Proposition 65 with respect to lead and cadmium, and that compliance  
2 with this Consent Judgment shall fully and completely satisfy HONG CHANG's obligations under  
3 Proposition 65 to provide warnings for such Covered Products with respect to the presence of lead  
4 or cadmium, regardless of when manufactured, distributed or sold.

5 In the event that the Office of Environmental Health Hazard Assessment promulgates one  
6 or more regulations requiring or permitting Proposition 65 warning text and/or methods of  
7 transmission applicable to the Covered Products and the chemical at issue, which are different  
8 than those set forth above, HONG CHANG shall be entitled to use, at its discretion, such other  
9 warning text and/or method of transmission without being deemed in breach of this Agreement. If  
10 regulations, or legislation are enacted or issued providing that a Proposition 65 warning for the  
11 product is no longer required, a lack of warning will not thereafter be a breach of this Agreement.  
12 HONG CHANG shall instruct any third-party website to which it sells its Covered Products to  
13 include the same warning.

14 Covered Products manufactured, sold or distributed within 90 days of the Effective Date  
15 and/or currently in the channels of distribution may continue to be sold through by HONG  
16 CHANG and Releasees. However, as of 90 days from the Effective Date, HONG CHANG and  
17 the Releasees, as defined in Section 5.1, may not sell into California Covered Products that are not  
18 Reformulated Products that do not contain the warnings set forth in Paragraph 2.3-2.6.

19 **2.2. Daily Serving**

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

23 **2.3. Warning Option**

24 Covered Products that do not meet the standard of Reformulated Products set forth in  
25 Section 2.1 above shall be accompanied by a warning as described in Section 2.4-2.6 below. This  
26 warning shall only be required as to Covered Products that Defendant manufactures, sells or ships  
27 to consumers, retailers, or distributors in California after the Effective Date. No Proposition 65  
28

1 warning for lead and/or cadmium shall be required as to any Covered Products that are already in  
2 the stream of commerce as of 60 days from the Effective Date.

3 **2.4. Warning Language**

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

7 **[California Proposition 65] WARNING:** Consuming this product can  
8 expose you to chemicals including lead, which are known to the State  
9 of California to cause [cancer and] birth defects and other reproductive  
10 harm. [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food).

11 **[California Proposition 65] WARNING:** [Cancer and] Reproductive  
12 Harm - [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food).

13 The [Cancer and] warning shall be used where the exposure level of lead or cadmium in  
14 consuming the Covered Product exceeds the No Significant Risk Levels for cancer as set forth in  
15 the OEHHA Safe Harbor Levels. The warning shall be prominently displayed with such  
16 conspicuousness as compared with other words, statements, designs, or devices as to render it  
17 likely to be read and understood by an ordinary individual under customary conditions before  
18 purchase or use. Each warning shall be provided in a manner such that the consumer or user is  
19 reasonably likely to understand the Covered Products the warning applies to, so as to minimize the  
20 risk of consumer confusion. If the product contains consumer information in a language other  
21 than English, the company must provide the warning in the other language(s). In the event that the  
22 Office of Environmental Health Hazard Assessment promulgates one or more regulations  
23 requiring or permitting warning text and/or methods of transmission applicable to the Covered  
24 Products that is different than those set forth above, HONG CHANG 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 **2.5. Internet Sales**

1 For any Covered Products sold by HONG CHANG through the internet, the relevant  
2 warnings shall comply with the requirements of 27 Cal. Code Regs. § 25602(b), effective August  
3 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, HONG CHANG may also satisfy the warning  
7 requirement by complying with the requirements of 27 Cal. Code Regs. §25600.2 including  
8 providing the required information to any business or retailer that is subject to Proposition 65, to  
9 which it sells 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 and cadmium in seafood that  
13 are different than those currently in effect, HONG CHANG shall be entitled to rely on such  
14 standards notwithstanding the requirements set forth in Section 2.1. A modification of the  
15 Consent Judgment may be done pursuant to Section 15 below.

16 **3. MONETARY PAYMENTS**

17 **3.1. Payments Pursuant to Health & Safety Code § 25249.7(b)**

18 HONG CHANG shall pay a total civil penalty of \$3,000.00, to be apportioned in  
19 accordance with California Health & Safety Code §§25249.12(c) & (d), with 75% of these funds  
20 remitted to the State of California's Office of Environmental Health Hazard Assessment  
21 ("OEHHA") and the remaining 25% of the penalty remitted to PHSA. HONG CHANG shall  
22 issue two separate checks for the penalty payment: (a) one check made payable to the Kawahito  
23 Law Group in Trust for the State of California's Office of Environmental Health Hazard  
24 Assessment ("in Trust for OEHHA") in the amount of \$2,250.00, representing 75% of the total  
25 civil penalty; and (b) one check to "Kawahito Law Group in Trust for PHSA" in the amount of  
26 \$750.00, representing 25% of the total civil penalty. Two separate 1099s shall be issued for the  
27 above payments: The first 1099 shall be issued to OEHHA, P.O. Box 4010, Sacramento, CA  
28

1 95814 (EIN: 68-0284486). The second 1099 shall be issued to Kawahito Law Group APC, who  
2 shall furnish a W2 at least five calendar days before payment is due.

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

5

6 James Kawahito, Esq.  
7 Kawahito Law Group APC  
8 6080 Center Drive, Suite 210  
9 Los Angeles, CA 90045

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

#### 12 **4. REIMBURSEMENT OF ATTORNEYS' FEES AND COSTS**

13 The Parties acknowledge that PHSA and its counsel offered to resolve this dispute without  
14 reaching terms on the amount of fees and costs to be reimbursed to them, thereby leaving any fee  
15 reimbursement issue to be resolved after the material terms of the Consent Judgment had been  
16 settled. The Parties reached an accord on the compensation due to PHSA and its counsel under  
17 general contract principles and the private attorney general doctrine codified at California Code of  
18 Civil Procedure (CCP) § 1021.5, for all work performed through the mutual execution of this  
19 Consent Judgment. HONG CHANG shall reimburse PHSA and its counsel in the total amount of  
20 \$37,000.00 for all attorney's fees, investigative and consulting costs, and all other expenses of any  
21 kind incurred by PHSA as a result of investigating, bringing this matter to the attention of HONG  
22 CHANG, litigating this matter, negotiating this Consent Judgment, drafting the Complaint, and  
23 preparing the necessary briefing to obtain Court approval of the Consent Judgment. The check  
24 shall be made payable to "Kawahito Law Group APC" and delivered to the address below. Wire  
25 or ACH Instructions will be provided separately upon request. The payment shall be delivered to  
26 PHSA's counsel at the following address within ten days of the Effective Date of this Consent  
27 Judgment:

28 James Kawahito, Esq.  
Kawahito Law Group APC



1 6080 Center Drive, Suite 210  
2 Los Angeles, CA 90045

3 To allow for the issuance of a timely payment pursuant to the above, PHSA shall provide  
4 HONG CHANG with a completed IRS Form W-9 for the Kawahito Law Group APC upon  
5 request.

6 **5. RELEASE OF CLAIMS**

7 **5.1. Release of HONG CHANG**

8 This Consent Judgment is a full, final and binding resolution between PHSA, on behalf of  
9 itself and the public interest, and its past and current agents, representatives, attorneys, successors  
10 and/or assignees (the "Releasers"), on the one hand, and HONG CHANG, its respective parents,  
11 subsidiaries, affiliated entities that are under common ownership, shareholders, members,  
12 directors, officers, managers employees, representatives, agents, attorneys, divisions, subdivisions,  
13 partners, sister companies, licensors, licensees, and each entity to whom HONG CHANG directly  
14 or indirectly distributes or sells the Covered Products, including but not limited to downstream  
15 retailers, distributors, wholesalers, customers, marketplace hosts, franchisers, cooperative  
16 members, licensors, licensees, and the successors and assigns of any of them ("Releasees"), on the  
17 other hand, of any violation of Proposition 65 that was or could have been asserted by PHSA  
18 against HONG CHANG or the Releasees based on the alleged failure to warn about alleged  
19 Proposition 65 exposures to lead and/or cadmium caused by the Covered Products that were  
20 manufactured, distributed or supplied by HONG CHANG (either directly or through any of the  
21 Releasees) as of 60 days after the Effective Date. Compliance with the terms of this Consent  
22 Judgment constitutes compliance with Proposition 65 by Defendant with respect to the alleged or  
23 actual failure to warn about exposures to lead and cadmium from Covered Products.

24 With respect to the foregoing waivers and releases in this paragraph, PHSA on behalf of itself,  
25 hereby specifically waives any and all rights and benefits which he now has, or in the future may  
26 have, conferred by virtue of the provisions of Section 1542 of the California Civil Code, which  
27 provides as follows:

28 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE  
CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER**

1 FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF  
2 KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS  
3 SETTLEMENT WITH THE DEBTOR.

3 **5.2 HONG CHANG Release of PHSA**

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

10 **5.3 Public Benefit**

11 It is the Parties' understanding that the commitments HONG CHANG has agreed to  
12 herein, and actions to be taken by HONG CHANG under this Settlement Agreement, would  
13 confer a significant benefit to the general public, as set forth in Code of Civil Procedure § 1021.5  
14 and Cal. Admin. Code tit. 11, § 3201. As such, it is the intent of the Parties that to the extent any  
15 other private party initiates an action alleging a violation of Proposition 65 with respect to HONG  
16 CHANG's or Releasees' failure to provide a warning concerning exposure to lead prior to use of  
17 the Products HONG CHANG has manufactured, distributed, sold, or offered for sale in California,  
18 or will manufacture, distribute, sell, or offer for sale in California, such private party action would  
19 not confer a significant benefit on the general public as to those Products addressed in this  
20 Settlement Agreement, provided that HONG CHANG is in material compliance with this  
21 Settlement Agreement

22 **6. COURT APPROVAL**

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

25 **7. SEVERABILITY**

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

1 **8. GOVERNING LAW**

2 The terms of this Consent Judgment shall be governed by the laws of the State of  
3 California and apply within the State of California. In the event that Proposition 65 is repealed,  
4 preempted, or is otherwise rendered inapplicable by reason of law generally, or as to the Products,  
5 then HONG CHANG may provide Plaintiff with written notice of any asserted change in the law,  
6 and shall have no further obligations pursuant to this Consent Judgment, with respect to, and to the  
7 extent that, the Covered Products are so affected.

8 **9. JOINT PREPARATION**

9 The Parties have jointly participated in the preparation of this Consent Judgment and this  
10 Consent Judgment is the result of the joint efforts of the Parties. Accordingly, any uncertainty or  
11 ambiguity existing in this Consent Judgment shall not be interpreted against any Party as a result  
12 of the manner of the preparation of this Consent Judgment. Each Party to this Consent Judgment  
13 agrees that any statute or rule of construction providing that ambiguities are to be resolved against  
14 the drafting Party should not be employed in the interpretation of this Consent Judgment and, in  
15 this regard, the Parties hereby waive California Civil Code § 1654.

16 **10. ENTIRE AGREEMENT**

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

25 **11. NOTICES**

26 Unless specified herein, all correspondence and notice required to be provided pursuant to  
27 this Consent Judgment shall be in writing and, with courtesy copies to counsel delivered by email,  
28

1 sent by: (a) personal delivery; (b) first-class, registered or certified mail, return receipt requested;  
2 or (c) a recognized overnight courier on any Party by the other at the following addresses:

3  
4 For HONG CHANG: Ryan Landis, Esq.  
5 Gordon Rees Scully Mansukhani  
6 5 Park Plaza, Suite 1100  
Irvine, CA 92614  
rlandis@grsm.com

7 For PHSA: Public Health And Safety Advocates, LLC  
8 10429 Eastborne St.  
Los Angeles, CA 90049

9 With a Copy to: James K. Kawahito  
10 Kawahito Law Group APC  
11 Attn. PHSA v. HONG CHANG  
12 6080 Center Drive, Suite 210  
Los Angeles, CA 90045  
jkawahito@kawahitolaw.com

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

15 **12. COUNTERPARTS; FACSIMILE SIGNATURES**

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

19 **13. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7**

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

22 **14. ADDITIONAL POST EXECUTION ACTIVITIES**

23 The Parties acknowledge that, pursuant to Health & Safety Code §25249.7, a noticed  
24 motion is required to obtain judicial approval of this Consent Judgment. In furtherance of  
25 obtaining such approval, PHSA shall be responsible for preparing the motion to approve the  
26 Consent Judgment. HONG CHANG and their respective counsel agree to mutually employ their  
27 best efforts to support the entry of this agreement as a Consent Judgment and obtain approval of  
28 the Consent Judgment by the Court in a timely manner. For purposes of this paragraph, best

1 efforts shall include at a minimum, cooperating in Plaintiff's drafting and filing of any papers in  
2 support of the required motion for judicial approval.

3 **15. MODIFICATION**

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

12 **16. AUTHORIZATION**

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

16 **AGREED TO:**

**AGREED TO:**

17  
18 Date: 11/14/23

Date: \_\_\_\_\_

19  
20 By:  \_\_\_\_\_  
21 Public Health And Safety Advocates, LLC

By: \_\_\_\_\_  
22 HONG CHANG USA, Inc.

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1 efforts shall include at a minimum, cooperating in Plaintiff's drafting and filing of any papers in  
2 support of the required motion for judicial approval.

3 **15. MODIFICATION**

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

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14 Judgment on behalf of their respective parties, and have read, understood, and agree to all of the  
15 terms and conditions of this Consent Judgment.

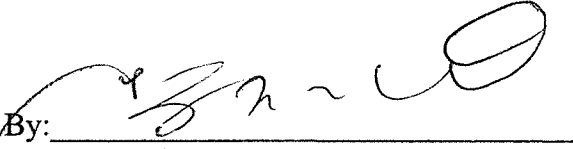
16 **AGREED TO:**

**AGREED TO:**

17  
18 Date: \_\_\_\_\_

Date: 11/14/2023

19  
20 By: \_\_\_\_\_  
21 Public Health And Safety Advocates, LLC

By:  \_\_\_\_\_  
HONG CHANG USA, Inc.

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

Dated: \_\_\_\_\_

JUDGE OF THE SUPERIOR COURT