

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

8 Attorneys for Plaintiff Pubic Health And Safety Advocates, LLC

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

13 PUBLIC HEALTH AND SAFETY
14 ADVOCATES, LLC,

15 Plaintiff,

16 vs.

17 JFC INTERNATIONAL, INC., a California
18 Corporation; LIAN HWA FOODS (USA)
19 INC., a California Corporation; and DOES 1
20 through 50, inclusive,

21 Defendants,
22
23
24
25
26
27
28

Case Number: 21STCV15205

**[PROPOSED] STIPULATED CONSENT
JUDGMENT**

HEALTH AND SAFETY CODE § 25249.6

1
2
3 **1. INTRODUCTION**

4 **1.1. Public Health and Safety Advocates, LLC, JFC International, Inc., and Lian**
5 **Hwa Foods (USA), Inc.**

6 This Consent Judgment is entered into by and between plaintiff Public Health and Safety
7 Advocates, LLC (“PHSA” or “Plaintiff”), defendant JFC International, Inc. (“JFC” or
8 “Defendant”) and Lian Hwa Foods (USA), Inc. (“Lian Hwa”) (JFC and Lian Hwa collectively
9 referred to as “Defendants”, or “Releasees”) with JFC, Lian Hwa, and PHSA each individually
10 referred to as a “Party” and collectively as the “Parties.”

11 **1.2. Plaintiff**

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

15 **1.3. Defendant**

16 JFC and/or Lian Hwa employ ten or more persons and is a person in the course of doing
17 business for purposes of the Safe Drinking Water and Toxic Enforcement Act of 1986, California
18 Health and Safety Code section 25249.6 *et seq.* (“Proposition 65”).

19 **1.4. General Allegation**

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

24 **1.5. Product Description**

25 The Defendants’ products that are the subject of this Consent Judgment are the WEL-PAC
26 Saki Ika-Prepared Shredded Squid (Hot), UPC # 011152063188 and Dashi Kombu (Dried Kelp),
27 UPC #011152142715, which were sold and/or distributed for sale in California by Defendants
28 (“Covered Products”).

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1.6. Notice of Violation

On April 2, 2020 and April 27, 2020, PHSA served JFC and the requisite public enforcement agencies with two 60-Day Notices of Violation (“Notices”) alleging that JFC violated Proposition 65. The Notices alleged that JFC failed to warn its customers and consumers in California that the Covered Products contain lead.

On August 2, 2022, PHSA served JFC, Lian Hwa, and the requisite public enforcement agencies with two 60-Day Notices of Violation (“Amended Notices”), which added Lian Hwa as the noticed party.

1.7. Complaint

On April 22, 2021, Plaintiff, who was and is acting in the interest of the general public in California, filed a complaint (“Complaint”) in the Superior Court in and for the County of Los Angeles against JFC and Does 1 through 50, alleging violations of Health & Safety Code §25249.6 based on the alleged exposures to lead contained in the Covered Products. On October 3, 2022, Plaintiff filed a First Amended Complaint (“First Amended Complaint”) adding Lian Hwa as a party.

1.8. No Admission

The Parties enter into this Consent Judgment as a full and final settlement of all claims that were raised or that could have been raised in the Notices or Amended Notices, arising out of the facts and/or conduct alleged therein. Defendants deny the material, factual and legal allegations contained in PHSA’s Notices, Amended Notices, and the First Amended Complaint, and maintains that all products, including but not limited to the Covered Products, that they have sold and distributed in California have been and are in compliance with all applicable laws, and are completely safe for their intended use. Nothing in this Consent Judgment shall be construed as an admission by Defendants of any fact, finding, conclusion, issue of law, or violation of law, nor

1
2
3 shall compliance with this Consent Judgment constitute or be construed as an admission by
4 Defendants of any fact, finding, conclusion, issue of law, or violation of law, such being
5 specifically denied by Defendants. However, this section shall not diminish or otherwise affect
6 Defendants' obligations, responsibilities, and duties hereunder.

7 **1.9. Consent to Jurisdiction**

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

12 **1.10. Effective Date**

13 For purposes of this Consent Judgment, the term "Effective Date" shall mean the date on
14 which the Court approves and signs an order approving this Consent Judgment.

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

16 **2.1. Reformulation Standard and Schedule**

17 Commencing after the Effective Date, Defendants shall not manufacture for consumer sale
18 into the State of California any Covered Product that subsequently exposes a person to a Daily
19 Serving of more than 0.5 micrograms of lead, as calculated in Section 2.3, without providing a
20 warning as set forth in Sections 2.4 and 2.5. A reformulated Covered Product ("Reformulated
21 Product") is one for which the Daily Serving contains no more than 0.5 micrograms of lead
22 ("Reformulation Standard").

23 Covered Products that comply with the Reformulation Standard shall not require any
24 warnings. For any Covered Products manufactured after the Effective Date, Defendants shall
25 provide the warning set forth in Section 2.5.

26 As long as Defendants comply and remain in compliance with the requirements of Section
27 2.1 – 2.4 for each of the Covered Products, the Parties agree that such Products shall be deemed to
28 comply with Proposition 65 with respect to lead, and that compliance with this Consent Judgment

1
2
3 shall fully and completely satisfy Defendants' obligations under Proposition 65 to provide
4 warnings for such Covered Products with respect to the presence of lead, regardless of when
5 manufactured, distributed or sold. To the extent that Defendants manufacture other similar
6 products in the future, aside from the Covered Products, their compliance with the obligations set
7 forth herein, Sections 2.1-2.4, shall be deemed to comply with Proposition 65 with respect to lead.

8 Covered Products currently in the channels of distribution may continue to be sold through
9 by Defendants and Releasees. However, as of the Effective Date, Defendants and the Releasees,
10 as defined in Section 5.1, may not sell into California newly manufactured Covered Products that
11 are not Reformulated Products or do not contain the warnings set forth in Paragraph 2.5.

12 **2.2. Daily Serving**

13 A Daily Serving (for purposes of determining Proposition 65 compliance for chemicals
14 present in the Covered Products) shall be defined as the serving size set forth on the "Nutritional
15 Facts" or "Supplemental Facts".

16 **2.3. Warning Option**


17 Covered Products that do not meet the standard of Reformulated Products set forth in
18 Section 2.1 above shall be accompanied by a warning as described in Section 2.5 below. This
19 warning shall only be required as to Covered Products that Defendants manufacture, sell or ship to
20 consumers, retailers, or distributors in California after the Effective Date. No Proposition 65
21 warning for lead shall be required as to any Covered Products that are already in the stream of
22 commerce as of the Effective Date.

23 **2.4. Warning Language**

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

27 **⚠ [California Proposition 65] WARNING:** Consuming this product
28 can expose you to chemicals including lead, which are known to the

1
2
3 State of California to cause cancer, and birth defects and other
reproductive harm. www.P65Warnings.ca.gov.

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

6 The warning symbol to the left of the word “**WARNING:**” must be a black exclamation
7 point in a yellow equilateral triangle with a black outline, except that if the product package or
8 label for the Covered Products does not use the color yellow, the symbol may be in black and
9 white. The symbol must be in a size no smaller than the height of the word “**WARNING:**”. The
10 warning shall be prominently displayed with such conspicuousness as compared with other words,
11 statements, designs, or devices as to render it likely to be read and understood by an ordinary
12 individual under customary conditions before purchase or use. Each warning shall be provided in
13 a manner such that the consumer or user is reasonably likely to understand the Covered Products
14 the warning applies to, so as to minimize the risk of consumer confusion. In the event that the
15 Office of Environmental Health Hazard Assessment promulgates one or more regulations
16 requiring or permitting warning text and/or methods of transmission different than those set forth
17 above, Defendants shall be entitled to use, at its discretion, such other warning text and/or
18 methods of transmission without being deemed in breach of this Consent Judgment, as long as
19 such warning text and methods of transmission comply with OEHHA regulations.

20 **2.5. Internet Sales**

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

23 **2.6. Warnings By Notice To Businesses Who Are Selling Or Receive The Covered**
24 **Products**

25 For purposes of this Consent Judgment, Defendants may also satisfy the warning
26 requirement by providing the required information in compliance with 27 Cal. Code Regs.
27
28

1
2
3 §25600.2 to any business or retailer that is subject to Proposition 65, to which it sells or transfers
4 the Covered Products.

5 **3. MONETARY PAYMENTS**

6 **3.1. Payments Pursuant to Health & Safety Code § 25249.7(b)**

7 Defendants shall pay a total civil penalty of \$4,000, to be apportioned in accordance with
8 California Health & Safety Code §§25249.12(c) & (d), with 75% of these funds remitted to the
9 State of California's Office of Environmental Health Hazard Assessment ("OEHHA") and the
10 remaining 25% of the penalty remitted to PHSA. JFC International, Inc. is responsible for two-
11 thirds of the \$4,000 payment and Lian Hwa Foods (USA), Inc. is responsible for one-third of the
12 \$4,000 payment. JFC International, Inc. and Lian Hwa Foods (USA), Inc. shall directly remit
13 their portion of the payment to PHSA. The payment by JFC International, Inc. is applicable to the
14 Dashi Kombu Covered Product whereas the payment by Lian Hwa Foods (USA), Inc. is
15 applicable to the Shredded Squid Covered Product. JFC and Lian Hwa shall issue two separate
16 checks for the penalty payment: (a) one check made payable to the Kawahito Law Group in Trust
17 for the State of California's Office of Environmental Health Hazard Assessment ("in Trust for
18 OEHHA") in the amount of \$3,000, representing 75% of the total civil penalty; and (b) one check
19 to "Kawahito Law Group in Trust for PHSA" in the amount of \$1,000, representing 25% of the
20 total civil penalty. Two separate 1099s shall be issued for the above payments: The first 1099
21 shall be issued to OEHHA, P.O. Box 4010, Sacramento, CA 95814 (EIN: 68-0284486). The
22 second 1099 shall be issued to Kawahito Law Group APC, who shall furnish a W-9 at least five
23 calendar days before payment is due.

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

26 James Kawahito, Esq.
27 Kawahito Law Group APC
28 300 Corporate Pointe., Suite 340
Culver City, CA 90230

1
2
3
4 Payment may also be made by wire or ACH or wire transfer. Instructions will be provided
5 separately upon request.

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

7 The Parties acknowledge that PHSA and its counsel offered to resolve this dispute without
8 reaching terms on the amount of fees and costs to be reimbursed to them, thereby leaving any fee
9 reimbursement issue to be resolved after the material terms of the Consent Judgment had been
10 settled. The Parties reached an accord on the compensation due to PHSA and its counsel under
11 general contract principles and the private attorney general doctrine codified at California Code of
12 Civil Procedure (CCP) § 1021.5, for all work performed through the mutual execution of this
13 Consent Judgment. Defendants shall reimburse PHSA and its counsel in the total amount of
14 \$31,000 for all attorney's fees, investigative and consulting costs, and all other expenses of any
15 kind incurred by PHSA as a result of investigating, bringing this matter to the attention of
16 Defendants, negotiating this Consent Judgment, drafting the pleadings, and preparing the
17 necessary briefing to obtain Court approval of the Consent Judgment. JFC International, Inc. is
18 responsible for two-thirds of the \$31,000 payment and Lian Hwa Foods (USA), Inc. is responsible
19 for one-third of the \$31,000 payment. The payment by JFC International, Inc. is applicable to the
20 Dashi Kombu Covered Product whereas the payment by Lian Hwa Foods (USA), Inc. is
21 applicable to the Shredded Squid Covered Product. JFC International, Inc. and Lian Hwa Foods
22 (USA), Inc. shall directly remit their portion of the payment to PHSA. JFC and Lian Hwa shall
23 make payment by check or by ACH or wire transfer within ten days of the Effective Date. The
24 check shall be made payable to "Kawahito Law Group APC" and delivered to the address below.
25 Wire or ACH Instructions will be provided separately upon request.

26 James Kawahito, Esq.
27 Kawahito Law Group APC
28 300 Corporate Pointe., Suite 340
Culver City, CA 90230

1
2
3 To allow for the issuance of a timely payment pursuant to the above, PHSA shall provide
4 Defendants with a completed IRS Form W-9 for the Kawahito Law Group APC upon request.

5 PHSA further agrees that it shall indemnify, defend and hold harmless JFC International,
6 Inc., Lian Hwa, and, Releasees, their respective officials, directors, employees, members and
7 agents (collectively, the "Indemnitees"), from and against any and all liabilities relating to any
8 claims by PHSA's previous attorneys at Law Offices of Danialpour & Associates for attorney's
9 fees related to its representation of PHSA relating to the Covered Products.

10 **5. RELEASE OF CLAIMS**

11 **5.1. Release of JFC and Lian Hwa Foods (USA), Inc.**

12 This Consent Judgment is a full, final and binding resolution between PHSA, on behalf of
13 itself and the public interest, and its past and current agents, representatives, attorneys, successors
14 and/or assignees (the "Releasers"), on the one hand, and JFC and Lian Hwa, their respective
15 parents, subsidiaries, affiliated entities that are under common ownership, directors, officers,
16 employees, licensors, licensees, and each entity to whom JFC or Lian Hwa directly or indirectly
17 distributes or sells the Covered Products, including but not limited to downstream retailers such as
18 Walmart, Inc., Walmart Stores, Inc., Walmart.com USA, LLC, and Costco Wholesale Corp.,
19 distributors such as Asian 101 Market and Hiroyuki Shibata, wholesalers, customers, marketplace
20 hosts, franchisers, cooperative members, licensors, licensees, and the successors and assigns of
21 any of them ("Releasees"), on the other hand, of any violation of Proposition 65 that was or could
22 have been asserted by PHSA against Defendants or the Releasees based on the alleged failure to
23 warn about alleged Proposition 65 exposures caused by the Covered Products that were
24 manufactured by Defendants (either directly or through any of the Releasees) as of the Effective
25 Date. Compliance with the terms of this Consent Judgment constitutes compliance with
26 Proposition 65 by Defendant with respect to the alleged or actual failure to warn about exposures
27 to lead from Covered Products.
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

5.2 PHSA's Individual Release of Claims

PHSA acknowledges it is familiar' with section 1542 of California's Civil Code, which provides that:

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

PHSA understands and acknowledges that the significance and consequence of this waiver of California Civil Code section 1542 is that even if PHSA suffers future damages arising out of or resulting from, or related directly or indirectly to, in whole or in part, Claims arising from any violation of Proposition 65 or any other statutory or common law regarding the Covered Products manufactured, distributed or sold by the Releasors through the Effective Date regarding the failure to warn about actual or alleged exposure to the Listed Chemical from the Covered Products, PHSA will not be able to make any claim for those damages, penalties or other relief against the Releasors. Furthermore, PHSA acknowledges that it intends these consequences for any such Claims arising from any violation of Proposition 65 or any other statutory or common law regarding the failure to warn about exposure to the Listed Chemical from the Covered Products as may exist as of the date of this release but which PHSA does not know exist, and which, if known, would materially affect their decision to enter into this Consent Judgment, regardless of whether their lack of knowledge is the result of ignorance, oversight, error, negligence, or any other cause

5.3 Defendants Release of PHSA

Defendants on behalf of themselves, their past and current agents, representatives, attorneys, successors, and/or assignees, hereby waives any and all claims against PHSA, its attorneys and other representatives, for any and all actions taken or statements made (or those that could have been taken or made) by PHSA and its attorneys and other representatives, whether in

1
2
3 the course of investigating claims or otherwise seeking to enforce Proposition 65 against it in this
4 matter with respect to the Covered Products.

5 **5.4 Waiver of Statute of Limitations**

6 This agreement is intended to be the final and binding resolution between the parties
7 without relation to time. To the extent permitted by applicable law, the Releasees hereby
8 expressly waive and release their right to plead any statute of limitations as a defense to any claim
9 relating to the Covered Products or any matter covered under the Parties' agreement and
10 Stipulated Consent Judgment.

11 **6. COURT APPROVAL**

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

14 **7. SEVERABILITY**

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

18 **8. GOVERNING LAW**

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

25 **9. JOINT PREPARATION**

26 The Parties have jointly participated in the preparation of this Consent Judgment and this
27 Consent Judgment is the result of the joint efforts of the Parties. Accordingly, any uncertainty or
28 ambiguity existing in this Consent Judgment shall not be interpreted against any Party as a result

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

7 **10. ENTIRE AGREEMENT**

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

16 **11. NOTICES**

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

21 For JFC: Steve Teraoka, Esq.
22 Teraoka & Partners LLP
23 San Francisco Office
24 Four Embarcadero Center
25 Suite 1400
San Francisco, CA 94111.
steve@teraokalaw.com

26 For Lian Hwa: Danning Jiang, Esq.
27 Law Offices of Danning Jiang
28 271 North First Street
San Jose, CA 95113.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

djiang@jianglawgroup.com

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

With a Copy to: James K. Kawahito
Kawahito Law Group APC
Attn. PHSA v. VENUS
222 N. Pacific Coast Hwy., Suite 2222
El Segundo, CA 90245
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. Defendants 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

1
2
3 of the required motion for judicial approval.

4 **15. MODIFICATION**

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

13 **16. AUTHORIZATION**

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

17 **AGREED TO:**

AGREED TO:

18 Date: October 3, 2022

Date: October 3, 2022

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

By: _____
JFC International, Inc.

22
23 **AGREED TO:**

24
25 Date: October 3, 2022

26
27 By: _____
Lian Hwa Foods (USA), Inc.

1
2
3 of the required motion for judicial approval.

4 **15. MODIFICATION**

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

13 **16. AUTHORIZATION**

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


17 **AGREED TO:**

18 Date: October 3, 2022

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

AGREED TO:

Date: October 3, 2022

22
23 By:  _____
JFC International, Inc.

24 **AGREED TO:**

25 Date: October 3, 2022

26
27 By:  _____
Lian Hwa Foods (USA), Inc.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

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
340, Culver City, CA 90230**

4 On October 4, 2022, I served the foregoing document(s) described as:

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

7 on the interested parties in this action as follows:

8 Steven Garrett, Esq.
9 Teraoka & Partners LLP
10 San Francisco Office
11 Four Embarcadero Center
12 Suite 1400
13 San Francisco, CA 94111

Proposition 65 Enforcement Reporting
Attention: Prop 65 Coordinator
1515 Clay Street, Suite 2000
Post Office Box 70550
Oakland, California 94612-0550

12 Danning Jiang, Esq.
13 Law Offices of Danning Jiang
271 North First Street
San Jose, California 95113

14 BY THE FOLLOWING MEANS:

15 BY MAIL

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

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

21 BY E-MAIL

22 Due to the Covid-19 pandemic our office is working remotely the majority of
23 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
24 document listed above was electronically served on the email addresses listed
above.

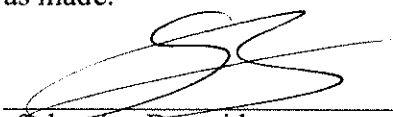
25 Executed on **October 4, 2022**, at **Culver City, California**.

26 I declare under penalty of perjury under the laws of the State of California that
27 the above is true and correct.
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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.



Sebastian Burnside