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9 *Keep America Safe and Beautiful, Inc.*

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14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15
16 **COUNTY OF LOS ANGELES**

17
18 KEEP AMERICA SAFE AND BEAUTIFUL,
19 INC., a California non-profit corporation,

20 Plaintiff,

21 v.

22 PUKA CREATIONS, LLC, a California
23 Limited Liability Company; HOLLYWOOD
24 MEGA, INC., a California Stock Corporation;
and DOES 1 to 10,

25 Defendant.

Case No.: 23TRCV02292

[PROPOSED] STIPULATED
CONSENT JUDGMENT

(Health & Safety Code § 24249, et seq.)

Complaint filed: July 17, 2023
Trial Date: None

1 **I. INTRODUCTION**

2 **1.1 The Parties.** This Consent Judgment is entered into by and between Keep
3 America Safe and Beautiful, Inc. (“KASB” or “Plaintiff”), a California non-profit corporation,
4 and Puka Creations, LLC, a California Limited Liability Company (“Puka Creations”);
5 Hollywood Mega, Inc. (“Hollywood Mega”), a California Stock Corporation (collectively, the
6 “Parties”).

7 **1.2 General Allegations.** On July 17, 2023, KASB initiated this action by filing a
8 Complaint for Civil Penalties and Injunctive Relief (the “Complaint”) pursuant to Health &
9 Safety Code § 24249.5 *et seq.* (“Proposition 65”) against Puka Creations and Hollywood Mega.
10 In this action, KASB alleges that Metallic Color Fanny Packs – Pink (UPC #812297033636)”
11 (the “Covered Product”) contains Di(2-ethylhexyl) Phthalate (DEHP) which is a chemical listed
12 under Proposition 65 as a carcinogen and reproductive toxin. KASB alleges that the Covered
13 Product exposes consumers to DEHP at levels requiring a Proposition 65 warning. KASB alleges
14 that Puka Creations qualifies as a “Person” within the meaning of Proposition 65, and that Puka
15 Creations manufactures, distributes, and/or offers for sale in the State of California the Covered
16 Product.

17 **1.3 Notice of Violation.** The Complaint is based on allegations contained in KASB’s
18 Notice of Violation dated January 30, 2023 (the “Notice”), that was served on the California
19 attorney General, other public enforcers, and Puka Creations. A true and correct copy of the
20 Notice is attached hereto as **Exhibit A** and incorporated by reference. More than 60 days have
21 passed since the Notice was served on the Attorney General, public enforcers, and Puka
22 Creations; no designated governmental entity has filed a Complaint against Puka Creations with
23 regard to the Covered Product or the alleged violations.

24 **1.4** KASB’s Notice and Complaint allege that the use of the Product by California
25 consumers exposes them to DEHP without first receiving a clear and reasonable warning from
26 Puka Creations, which is a violation of California Health & Safety Code § 25249.6. Puka
27 Creations denies all material allegations contained in the Notice and Complaint.

1 **1.5** The Parties have entered into this Consent Judgment in order to settle,
2 compromise, and resolve disputed claims and thus avoid prolonged and costly litigation. Puka
3 Creations denies the material, factual, and legal allegations in the Notice and Complaint and
4 maintains that all of the products, including the Covered Product, that it sold and/or distributed
5 for sale in California have been and are in compliance with all laws. Nothing in this Consent
6 Judgment nor compliance with this Consent Judgment shall constitute or be construed as an
7 admission by Puka Creations or by any of their respective officers, directors, shareholders,
8 employees, agents, parent companies, subsidiaries, divisions, affiliates, franchisees, licensees,
9 customers, suppliers, distributors, wholesalers, or retailers of any fact, finding, conclusion, issue
10 of law, or violation of law, such specifically denied by the Puka Creations. This Section shall
11 not, however, diminish or otherwise affect Puka Creations’s obligations, responsibilities, and
12 duties under this Consent Judgment.

13 **1.6** Except as expressly set forth herein, nothing in this Consent Judgment shall
14 prejudice, waive, or impair any right, remedy, argument, or defense the Parties may have in any
15 current or future legal proceeding unrelated to this proceeding.

16 **1.7 Effective Date.** For purposes of this Consent Judgment, the “Effective Date”
17 shall be the date the Consent Judgment has been approved and entered by the Court.

18 **II. JURISDICTION AND VENUE**

19 **2.1** For purposes of this Consent Judgment and any further court action that may
20 become necessary to enforce this Consent Judgment only, the Parties stipulate that this Court has
21 subject matter jurisdiction over the allegations of violations contained in the Complaint and
22 personal jurisdiction over Puka Creations as to the acts alleged in the Complaint.

23 **2.2** For purposes of this Consent Judgment, the Parties stipulate that venue is proper
24 in Los Angeles County, California, and that this Court has jurisdiction to enter this Consent
25 judgment as a full and final resolution of all claims up through and including the Effective Date
26 that were or could have been asserted in this action based on the facts alleged in the Notice and
27 Complaint.

1 **III. INJUNCTIVE RELIEF**


2 **3.1 DEHP Warning Level.** For Covered Product manufactured after the Effective
3 Date, and Shipped for Sale in California, such Covered Product shall either bear a warning as set
4 forth in Paragraphs 3.3 through 3.6 or have a maximum concentration of less than 0.1 %
5 (1,000.00 parts per million) DEHP when analyzed by a laboratory accredited by the State of
6 California, a federal agency, or a nationally recognized accrediting organization. For purposes
7 of compliance with this reformulation standard, testing samples shall be performed by using a
8 laboratory method that is approved by the Consumer Product Safety Commission (“CPSC”),
9 U.S. Environmental Protection Agency (“USEPA”), or other federal or state government agency
10 approved testing method.

11 **3.2 Shipped for Sale in California.** “Shipped for Sale in California” means the
12 Covered Product that Puka Creations either directly ships to California for sale in California, or
13 that it sells to a distributor or retailer who Puka Creations knows will sell the Covered Product
14 to consumers in California.

15 **3.3 Clear and Reasonable Warnings** Beginning on the Effective Date, and
16 continuing thereafter, Puka Creations shall not sell in California, or distribute for sale in
17 California, the Covered Product containing non-compliant levels of DEHP unless accompanied
18 by warnings pursuant to Proposition 65 as generally described in Section 3.4. As used in this
19 Section 3.3, “distribute for sale in California” means to directly ship the Covered Product into
20 California, or to sell the Covered Product to a distributor Puka Creations knows will sell in
21 California. A non-compliant level shall be a level of DEHP, DINP or DBP in a maximum
22 concentration which is equal to or greater than 0.1 (1,000.00 parts per million) when analyzed
23 by a laboratory accredited by the State of California, a federal agency, or a nationally recognized
24 accrediting organization.

25 **3.4 Warning Requirements.** A clear and reasonable warning for the Covered
26 Product shall consist of a warning affixed to the packaging, label, tag, or directly to each Covered
27 Product Shipped for Sale in California by Puka Creations that contains one of the following
28 statements:

1 (A)

2
3  **WARNING:** This product can expose you to Di(2-ethylhexyl) phthalate (DEHP),
4 which is known to the State of California to cause cancer and birth defects or other
5 reproductive harm. For more information go to www.P65Warnings.ca.gov.

6 (B)

7  **WARNING:** Cancer and Reproductive Harm—www.P65Warnings.ca.gov.

8 Puka Creations shall affix a warning to the Covered Product label or otherwise directly
9 on Covered Product or on the Covered Product’s immediate container, wrapper, or packaging
10 for those Covered Products provided for sale to consumers located in California and, where
11 appropriate to customers with retail outlets in California. For purposes of this Agreement,
12 “Product label” means a display of written, printed or graphic material printed on or affixed to
13 each of the Products or its immediate container or wrapper. A warning provided pursuant to
14 section 3.2(a) or (b) must print the word “WARNING:” in all capital letters and in bold font.
15 The warning symbol to the left of the word “WARNING:” must be a black exclamation point in
16 a yellow equilateral triangle with a black outline, except, if the labeling does not use the color
17 yellow, the symbol may be in black and white. The entire warning shall appear in at least 6-
18 point type and no smaller than the largest type size used for other consumer information on the
19 Products. The warning shall consist of either the Warning or the Short Form described in
20 subsection 3.4(a) or (b), respectively. The warning shall also comply with 27 C.C.R. § 25602
21 (d). Specifically, where the Covered Product sign, label or shelf tag used to provide the warning
22 includes consumer information in a language other than English, the warning must also be
23 provided in that language in addition to English.

24 **3.5 Warnings for Internet Sales.** For any Covered Product sold over the internet
25 where it will be shipped to California, the warning shall be displayed as follows: (A) on the
26 primary display page for the Covered Product; (B) as a clearly marked hyperlink using the word
27 “WARNING” in all capital and bold letters on the Covered Product’s primary display page, so
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1 long as the hyperlink goes directly to a page prominently displaying the warning without content
2 that detracts from the warning; (C) on the checkout page or any other page in the checkout
3 process when a California delivery address is indicated for the purchase of the Covered Product
4 and with the warning clearly associated with the Covered Product to indicate that the Covered
5 Product is subject to the warning; or (D) by otherwise prominently displaying the warning to the
6 purchaser prior to completing the purchase of the Covered Product. The warning is not
7 prominently displayed if the purchaser must search for it in the general content of the website.

8 **3.6 Warning Prominence.** Puka Creations agrees that each warning shall be
9 prominently placed with such conspicuousness, as compared with the other words, statements,
10 designs, or devices, as to render it likely to be read and understood by an ordinary individual
11 under customary conditions before purchase or use.

12 **3.7 Compliance with Clear and Reasonable Warning.** Puka Creations shall be
13 deemed to be in compliance with this Consent Judgment after the Effective Date by (A) adhering
14 to Paragraphs 3.1 through 3.6, or (B) by complying with any future warning requirements
15 adopted by the State of California's Office of Environmental Health Hazard Assessment
16 ("OEHHA) applicable to the Covered Product and chemical at issue. If regulations or legislation
17 are enacted or issued providing that a Proposition 65 warning for the Covered Product is no
18 longer required, a lack of warning as set forth in this Consent Judgment will not thereafter be a
19 breach of this Consent Judgment.

20 **3.8 Grace Period of Existing Inventory.** The injunctive requirements of Section III
21 shall not apply to the Covered Product that is already in the stream of commerce as of the
22 Effective Date, which Covered Product is expressly subject to the releases provided in Section V.

23 **3.9 Entry of Consent Judgment.** Upon execution of this Consent Judgment by the
24 Parties, KASB shall notice a Motion for Court Approval and, within ten (10) days of approval
25 of the Consent Judgment by the Court, comply with the requirements set forth in California
26 Health & Safety Code § 25249.7(f).

1 **3.10 Attorney General Objection.** If the California Attorney General objects to any
2 term in this Consent Judgment, the Parties shall use their best efforts to resolve the concern in a
3 timely manner, and if possible, prior to the hearing on the motion.

4 **3.11 Void if Not Approved.** If this Consent Judgment is not approved by the Court, it
5 shall be void and have no force or effect.

6 **IV. MONETARY TERMS**

7 **4.1 Total Settlement Amount.** In full satisfaction of all potential civil penalties,
8 additional settlement payments, attorney fees, and costs, Puka Creations shall make a total
9 payment of Thirty Thousand Dollars (\$30,000.00) (the “Total Settlement Amount”), apportioned
10 into a Civil Penalty, and Attorney Fees and Costs as set forth in Paragraphs 4.2 and 4.3, below.

11 **4.2 Civil Penalty Payment.** Pursuant to California Health & Safety Code
12 § 25249.7(b)(2) and in settlement of all claims alleged in the Notice and Complaint, Puka
13 Creations agrees to pay Three Thousand Dollars (\$3,000.00) in Civil Penalties. The Civil Penalty
14 payment will be apportioned in accordance with California Health & Safety Code §§
15 25249(c)(1), (d), with seventy-five (75) percent of these funds remitted to OEHHA, and the
16 remaining twenty-five (25) percent of the funds retained by KASB. Within fourteen (14) days of
17 the Effective Date, Puka Creations shall issue a check to “OEHHA” in the amount of Two
18 Thousand Two Hundred Fifty Dollars (\$2,250.00), with “Prop 65 Penalties” written in the Memo
19 Line; and Puka Creations shall, pursuant to the instructions below, wire to KASB the amount of
20 Seven Hundred Fifty Dollars (\$750.00).

21 All payments made to OEHHA (EIN: 68-0284486) pursuant to this Paragraph shall be
22 delivered directly to OEHHA at the following address:

23 For United States Postal Delivery Service:

24 Mike Gyurics
25 Fiscal Operations Branch Chief
26 Office of Environmental Health Hazard Assessment
27 P.O. Box 4010
28 Sacramento, CA 95812-4010

For Non-United States Postal Delivery Service:

1 Mike Gyurics
2 Fiscal Operations Branch Chief
3 Office of Environmental Health Hazard Assessment
4 1001 I Street MS #19B
5 Sacramento, CA 95814

6 All penalty payments owed to KASB shall be sent via wire to:

7 **Wire & ACH Instructions:**

8 Account Name: The Law Offices of Joseph R. Manning

9 Bank Name: J.P. Morgan Chase Bank, N.A.

10 Bank Address: 270 Park Ave. New York, NY. 10017

11 ACH Routing / ABA Number: 322271627

12 Wire Routing / ABA Number: 021000021

13 Account Number: 802922919

14 For further benefit of: Civil Penalty Payment Case No. 23TRCV02292

15 **4.3 Attorney Fees and Costs.** Within fourteen (14) days of the Effective Date, Puka
16 Creations agrees to pay Twenty-Seven Thousand Dollars (\$27,000.00) to KASB and its counsel
17 of record for all fees and costs incurred in investigating, bringing this matter to the attention of
18 Puka Creations, litigating, negotiation, and obtaining judicial approval of a settlement in the
19 public interest.

20 **Wire & ACH Instructions:**

21 Account Name: The Law Offices of Joseph R. Manning

22 Bank Name: J.P. Morgan Chase Bank, N.A.

23 Bank Address: 270 Park Ave. New York, NY. 10017

24 ACH Routing / ABA Number: 322271627

25 Wire Routing / ABA Number: 021000021

26 Account Number: 802922919

27 For further benefit of: Attorney's Fees Case No. 23TRCV02292
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1 **4.4** The Parties and their counsel acknowledge that the payments referenced above in
2 sections in 4.1 through 4.3 have been made by Puka Creations.

3 **V. RETENTION OF JURISDICTION**

4 **5.1** This Court shall retain jurisdiction over this matter to enforce, modify, or terminate
5 this Consent Judgment.

6 **VI. MODIFICATION OF CONSENT JUDGMENT**

7 **6.1** This Consent Judgment may be modified only as to the injunctive terms by
8 (A) written stipulation of the Parties and upon entry by the Court of a modified consent judgment,
9 or (B) by motion of either Party pursuant to Paragraph 6.3 and upon entry by the Court of a
10 modified consent judgment.

11 **6.2** If Puka Creations seeks to modify this Consent Judgment under Paragraph 6.1,
12 then Puka Creations must provide written notice to KASB of its intent (“Notice of Intent”). If
13 KASB seeks to meet and confer regarding the proposed modification in the Notice of Intent, then
14 KASB shall provide written notice of intent to meet and confer to Puka Creations within thirty
15 (30) days of receiving the Notice of Intent. The Parties shall then meet and confer in good faith
16 in person, via telephone, or via video conference within thirty (30) days of KASB’s written notice
17 of intent to meet and confer. Within thirty (30) days of such a meeting, if KASB disputes the
18 proposed modification, KASB shall provide Puka Creations a written basis for its opposition. The
19 Parties shall continue to meet and confer for an additional thirty (30) days in an effort to resolve
20 any remaining disputes. Should it become necessary, the Parties may agree in writing to different
21 deadlines for the meet-and-confer period.

22 **6.3** In the event that Puka Creations initiates or otherwise requests a modification
23 under Paragraph 6.1, and the meet and confer process leads to a joint motion or application for a
24 modification of the Consent Judgment, Puka Creations shall reimburse KASB its costs and
25 reasonable attorney fees for the time spent in the meet-and-confer process and filing and arguing
26 the motion. If the Parties agree to a stipulated modification of the Consent Judgment then Puka
27 Creations shall not be required to reimburse KASB for its costs and reasonable attorney fees.

28 **VII. BINDING EFFECT, CLAIMS COVERED, CLAIMS RELEASED**

1 **7.1** This Consent Judgment shall have no application to any Covered Product that is
2 distributed or sold exclusively outside the State of California and/or that is not used by California
3 consumers. Nothing in this Consent Judgment is intended to apply to any occupational or
4 environmental exposures arising under Proposition 65, nor shall it apply to any other Puka
5 Creations products other than the Covered Product.

6 **7.2 Binding Effect.** This Consent Judgment is a full, final, and binding resolution
7 between KASB, on behalf of itself and its respective officers, directors, shareholders, employees,
8 agents, parent companies, subsidiaries, divisions, and affiliates and on behalf of the public
9 interest, and Puka Creations and its respective officers, directors, shareholders, employees,
10 agents, parent companies, subsidiaries, divisions, affiliates, franchisees, licensees, customers,
11 suppliers, distributors, wholesalers, or retailers, and all other upstream and downstream entities
12 in the distribution chain of the Covered Product and the predecessors, successors, and assigns of
13 any of them (collectively, “Released Parties”).

14 **7.3** Compliance with the terms of this Consent Judgment shall be deemed to constitute
15 compliance with Proposition 65 by any of the Released Parties regarding alleged exposures to the
16 Covered Product as set forth in the Notice and Complaint.

17 **7.4 KASB Release of Puka Creations.** KASB, on behalf of itself and its respective
18 officers, directors, shareholders, employees, agents, parent companies, subsidiaries, divisions,
19 and affiliates and on behalf of the public interest fully releases and discharges Released Parties
20 from any and all claims, actions, cause of action, suits, demands, liabilities, damages, penalties,
21 fees costs, and expenses asserted, or that could have been asserted based on or related to the
22 handling, use, sale, distribution, or consumption of the Covered Product in California, as to any
23 alleged violation of Proposition 65 or its implementing regulations up through the Effective Date,
24 based on a failure to provide Proposition 65 warning on the Covered Product with respect to
25 DEHP as set forth in the Notice and Complaint.

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27 **7.5** KASB on its own behalf only, and Puka Creations on its own behalf only, further
28 waive and release any and all claims they, their attorneys, or their representatives may have

1 against each other for all actions or statements made or undertaken in the course of seeking or
2 opposing enforcement of Proposition 65 in connection with the Notice and Complaint up through
3 and including the Effective Date, provided, however, that nothing in this Section shall affect or
4 limit any Party's right to seek to enforce the terms of the Consent Judgment.

5 **7.6 California Civil Code Section 1542.** It is possible that other claims not known to
6 the Parties, arising out of the facts alleged in the Notice and Complaint, and relating to the
7 Covered Product, will develop or be discovered. KASB on behalf of itself only, and PUKA
8 CREATIONS on behalf of itself only, acknowledge that this Consent Judgment is expressly
9 intended to cover and include all Such claims up through and including the Effective Date,
10 including all rights of action therefore. KASB and Puka Creations acknowledge that the claims
11 released in Section VII above may include unknown claims, and nevertheless waive California
12 Civil Code § 1542 as to any such unknown claims. California Civil Code § 1542 reads as follows:

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

18 **VIII. SEVERABILITY**

19 **8.1** In the event that any of the provisions of this Consent Judgment are held by a court
20 of competent jurisdiction to be unenforceable, the validity of the remaining enforceable
21 provisions shall not be adversely affected.

22 **IX. GOVERNING LAW**

23 **9.1** The terms and conditions of this Consent Judgment shall be governed by and
24 construed in accordance with the laws of the State of California.

26 **X. PROVISION OF NOTICE**

1 **10.1** All notices required to be given to either Party to this Consent Judgment by the
2 other shall be in writing and sent to the following agents listed below via first-class mail or
3 electronic mail. Any Party may modify the person/entity or address to whom the notice is to be
4 sent by sending the other Party notice by certified mail, return receipt requested. Said change shall
5 take effect on the date the return receipt is signed by the Party receiving the change.

6 Notice for KASB shall be sent to:

7 Joseph R. Manning, Jr.
8 Manning Law, APC
9 26100 Towne Center Drive
10 Foothill Ranch, CA 92610
11 Tel: Office (949) 200-8757 Fax: (866) 843-8309
12 P65@manninglawoffice.com

13 Notice for Puka Creations shall be sent to:

14 Daniel Oliva
15 Olivia Law Group, P.C.
16 5132 York Blvd
17 P.O. Box 50792
18 Los Angeles, CA 90050
19 Tel: 310-920-5424
20 dani@olivaesq.com

21 **XI. EXECUTED IN COUNTERPARTS**

22 **11.1** This Consent Judgment may be executed in counterparts, which taken together
23 shall be deemed to constitute one document. A facsimile or .PDF signature page shall be
24 construed to be as valid as the original signature.

25 **XII. DRAFTING**

26 **12.1** The terms of this Consent Judgment have been reviewed by the respective counsel
27 for each Party prior to its signing, and each Party has had the opportunity to fully discuss the
28 terms and conditions with legal counsel. The Parties agree that, in any subsequent interpretation
and construction of this Consent Judgment, no inference, assumption, or presumption shall be
drawn, and no provision of this Consent Judgment shall be construed against any Party, based
on the fact that one of the Parties and/or one of the Parties' legal counsel prepared and/or drafted

1 all or any portion of the Consent Judgment. It is conclusively presumed that all of the Parties
2 participate equally in the preparation and drafting of this Consent Judgment.

3 **XIII. GOOD FAITH ATTEMPT TO RESOLVE DISPUTES**

4 **13.1** If a dispute with respect to either Party’s compliance with the terms of this
5 Consent Judgment entered by the Court, the Parties shall meet and confer in person, by
6 telephone, by video conference, and/or in writing and endeavor to resolve the dispute in an
7 amicable manner. No action or motion may be filed with the Court in the absence of such a good
8 faith attempt to resolve the dispute beforehand.

9 **XIV. ENFORCEMENT**

10 **14.1** The Parties may, by motion or order to show cause before the Superior Court of
11 Orange County, enforce the terms and conditions of this Consent Judgment. In any successful
12 action brought by KASB to enforce this Consent Judgment, KASB may seek whatever fines,
13 costs, penalties, or remedies as are provided by law for failure to comply with this Consent
14 Judgment.

15 **XV. ENTIRE AGREEMENT, AUTHORIZATION**

16 **15.1** This Consent Judgment contains the sole and entire agreement and understanding
17 of the Parties with respect to the entire subject matter herein, including any and all prior
18 discussions, negotiations, commitments, and understandings related thereto. No representations,
19 oral or otherwise, express or implied, other than those contained herein have been made by any
20 party. No other agreements, oral or otherwise, unless specifically referred to herein, shall be
21 deemed to exist or to bind any Party.

22 **15.2** Each signatory to this Consent Judgment certifies that he or she is fully authorized
23 by the Party he or she represents to stipulate to this Consent Judgment.

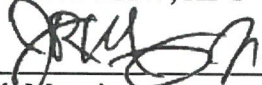
24 **XVI. REQUEST FOR FINDINGS, APPROVAL, AND ENTRY.**

25 **16.1** This Consent Judgment has come before the Court upon the request of the Parties.
26 The Parties request the Court to fully review this Consent Judgment and, being fully informed
27 regarding the matters which are the subject of this action, make the findings pursuant to
28 California Health and Safety Code § 25249(f)(4) and approve this Consent Judgment.

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2 **IT IS SO STIPULATED.**

3 DATED: October 2, 2023

MANNING LAW, APC

4 By: 
5 Joseph Manning, Jr.
6 Attorney for Plaintiff
7 Keep America Safe and Beautiful, Inc.

7 **KEEP AMERICA SAFE AND BEAUTIFUL, INC.**

8 DATED: October 03, 2023

9 By: 
10 My Nguyen, CEO
11 Keep America Safe and Beautiful, Inc.

12 DATED: _____, 2023

OLIVA LAW GROUP, P.C.

13 By: _____
14 Daniel Oliva

15 Attorney for Defendants
16 Puka Creations, LLC and Hollywood
17 Mega, Inc.

PUKA CREATIONS, LLC

18
19 DATED: 09/26, 2023

20 By: Robert Puka

21 Puka Creations, LLC

HOLLYWOOD MEGA, INC.

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24 DATED: _____, 2023

25 By: _____

26 Hollywood Mega, Inc.

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IT IS SO STIPULATED.

DATED: _____, 2023

MANNING LAW, APC

By: _____
Joseph Manning, Jr.
Attorney for Plaintiff
Keep America Safe and Beautiful, Inc.


KEEP AMERICA SAFE AND BEAUTIFUL, INC.

DATED: _____, 2023

By: _____
My Nguyen, CEO
Keep America Safe and Beautiful, Inc.

DATED: 10/19, 2023

OLIVA LAW GROUP, P.C.

By: 
Daniel Oliva

Attorney for Defendants
Puka Creations, LLC and Hollywood
Mega, Inc.

PUKA CREATIONS, LLC

DATED: 09/26, 2023

By: Robert Puka

Puka Creations, LLC

HOLLYWOOD MEGA, INC.

DATED: 10-4, 2023

By: 

Hollywood Mega, Inc.

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

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4 Dated: _____

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6 JUDGE OF THE SUPERIOR COURT

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