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Attorneys for Plaintiff

[NO FEE – GOV. CODE § 6103]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

THE PEOPLE OF THE STATE OF CALIFORNIA,

Plaintiff,

vs.

KNATURE CO., INC., a California corporation, D/B/A INSAN HEALING, INC., and INSAN HEALING; ANGELA OH, an individual; and DOES 1 through 10, inclusive,

Defendants.

) Case No.: 20STCV18300

)  
)  
) STIPULATION FOR FINAL JUDGMENT AND PERMANENT INJUNCTION

) [Assigned to the Honorable Terry Green]

)  
)  
) Complaint Filed: May 13, 2020  
) Trial: None set.

1 Plaintiff, the People of the State of California (the “People”) and Defendant Knature Co.,  
2 Inc., doing business as Insan Healing Inc. and Insan Healing (“Insan Healing”), a corporation,  
3 and Defendant Angela Oh (“Oh”), an individual (together, “Defendants,” and together with the  
4 People, the “Parties”), hereby stipulate to the terms contained in this Stipulation for Final  
5 Judgment and Permanent Injunction (“Stipulation”) and to the entry of the concurrently filed  
6 [Proposed] Final Judgment and Permanent Injunction (“Final Judgment”), which is attached as  
7 Exhibit A.

### 8 INTRODUCTION AND RECITALS

9 The People commenced the above-captioned civil law enforcement action (“Enforcement  
10 Action”) through the filing of a Complaint on May 13, 2020. This Complaint included  
11 allegations that, through marketing, advertising, distributing, and selling to California consumers  
12 Defendants’ “Radish Paste 550g” product, which Defendants claimed could protect against and  
13 prevent transmission of COVID-19, Defendants have engaged in unfair competition in violation  
14 of California Business and Professions Code section 17200 et seq. (the “Unfair Competition  
15 Law” or “UCL”) and, by selling or offering for sale or making and disseminating untrue or  
16 misleading statements about the efficacy of Radish Paste in treating, protecting against, and  
17 preventing COVID-19, have engaged in false and misleading advertising in violation of  
18 California Business and Professions Code section 17500 et seq. (the “False Advertising Law” or  
19 “FAL”), and, by selling Radish Paste as a purported “new drug,” have engaged in violations of  
20 California Health and Safety Code section 109875 et seq. (the “Sherman Food, Drug, and  
21 Cosmetic Law” or “Sherman Law”).

22 In support of this Stipulation and the Final Judgment, Defendants neither admit nor deny  
23 the allegations set forth in the Complaint, with the exception that Defendants admit all facts  
24 stated in paragraphs 24-26 of the Complaint necessary to establish jurisdiction.

### 25 STIPULATION

26 **NOW, THEREFORE**, in consideration of the covenants and agreements contained in  
27 this Stipulation, the People and Defendants agree as follows:  
28



1 **DEFINITIONS**

2 10. The following definitions shall apply to this Stipulation and the Final Judgment:

- 3 a. "City" refers to the City of Los Angeles, both geographically and as a municipal  
4 corporation.
- 5 b. "City Attorney's Office" refers to the Los Angeles City Attorney's Office.
- 6 c. "COVID-19" refers to the novel coronavirus SARS-CoV-2 and the disease that  
7 it causes.
- 8 d. "Defendants" means Defendants KNature Co., Inc., d/b/a Insan Healing Inc. and  
9 Insan Healing, a California corporation, and Angela Oh, an individual.
- 10 e. "Enforcement Action" refers to this civil law enforcement action, entitled People  
11 v. KNature Co., Inc., et al., Case No. 20STCV18300.
- 12 f. "People" refers to the People of the State of California. (Gov. Code, § 100.)
- 13 g. "Radish Paste" means and refers to Defendants' "Radish Paste 550g" product  
14 and similar radish pastes, regardless of packaging size.

15 **PREVAILING PARTY AND DEFENDANTS' COSTS**

16 11. For purposes of Code of Civil Procedure § 1032, the People are the prevailing  
17 party as against Defendants. The Parties agree that each will bear their own attorneys' fees and  
18 costs, if any, and any other expenses related to the Enforcement Action, except for reasonable  
19 attorneys' fees and costs incurred by the People for the enforcement of any violation of the  
20 injunction set forth in the Final Judgment, which, if any, shall be jointly and severally owed by  
21 Defendants.

22 **INJUNCTIVE RELIEF**

23 12. Pursuant to Business and Professions Code sections 17203, 17204, 17535, and the  
24 Court's inherent equitable powers, Defendants, and each of their agents, employees, officers,  
25 directors or shareholders, representatives, successors, partners, assigns, and any person acting in  
26 concert or in participation with them, agree that, pursuant to this Stipulation and the Final  
27 Judgment and immediately upon entry of the Final Judgment, they will be permanently enjoined  
28 from:

- 1 a. Making or disseminating any untrue or misleading statements, or causing untrue  
2 or misleading statements to be made regarding the Radish Paste, including, but  
3 not limited to, claims related to SARS-CoV-2, COVID-19, or claims that  
4 Radish Paste can diagnose, cure, mitigate, treat, or prevent disease, such as:
- 5 i. “Keep your lungs and respiratory strong,” in connection with any SARS-  
6 CoV-2 or COVID-19 or other disease claim;
  - 7 ii. “A Must-have product to enhance immunity,” in connection with any  
8 SARS-CoV-2 or COVID-19 or other disease claim;
  - 9 iii. “Coronavirus causes respiratory disease (similar like cold or flu),  
10 however it can lead to death when the lungs are weak and for those with  
11 weak immunity. This is why it is so important to keep your lungs and  
12 respiratory strong.”
  - 13 iv. “Radish Paste is an immunity boost to your lungs! A must-have product  
14 for the protection and prevention of the COVID-19, cold and flu  
15 season.”
- 16 b. Making or disseminating any nutritional deficiency, structure/function, or  
17 general well-being claim relating to the Radish Paste without adequate  
18 substantiation required by 21 U.S.C. § 343(r)(6), as outlined in the Food and  
19 Drug Administration's (“FDA”) “Guidance for Industry: Substantiation for  
20 Supplement Claims Made Under Section 403(r)(6) of the federal Food, Drug,  
21 and Cosmetic Act” (available at [https://www.fda.gov/regulatory-](https://www.fda.gov/regulatory-information/search-fda-guidance-documents/guidance-industry-substantiation-dietary-supplement-claims-made-under-section-403r-6-federal-food#ftnref3)  
22 [information/search-fda-guidance-documents/guidance-industry-substantiation-](https://www.fda.gov/regulatory-information/search-fda-guidance-documents/guidance-industry-substantiation-dietary-supplement-claims-made-under-section-403r-6-federal-food#ftnref3)  
23 [dietary-supplement-claims-made-under-section-403r-6-federal-food#ftnref3](https://www.fda.gov/regulatory-information/search-fda-guidance-documents/guidance-industry-substantiation-dietary-supplement-claims-made-under-section-403r-6-federal-food#ftnref3));  
24 no nutritional deficiency, structure/function, or general well-being claim  
25 relating to the Radish Paste shall be made or disseminated unless it is supported  
26 by the totality of evidence gleaned from scientific studies applying the most  
27 reliable methodologies;
- 28

- 1 c. Selling the Radish Paste in connection with any advertisements that make any  
2 claims that the Radish Paste is effective as a drug, that is, that the Radish Paste  
3 can be “used or [is] intended for use in the diagnosis, cure, mitigation,  
4 treatment, or prevention of disease in human beings” against any coronavirus,  
5 SARS-CoV-2, or COVID-19;
- 6 d. Engaging in unfair competition as defined in Business and Professions Code  
7 section 17200 et seq.;
- 8 e. Making any untrue or misleading statements in violation of Business and  
9 Professions Code section 17500 et seq.;
- 10 f. Violating the Safe Drinking Water and Toxic Enforcement Act of 1986,  
11 California Health and Safety Code section 25249.5 et seq. ("Proposition 65");  
12 and
- 13 g. Violating any federal, California, Los Angeles County, or Los Angeles City  
14 law, ordinance, or regulation in connection with the advertising or sale of  
15 Radish Paste and/or other products.

16 **MONETARY RELIEF**

17 13. Pursuant to this Stipulation, the Final Judgment, and Business and Professions  
18 Code sections 17203, 17206, 17535, and 17536, Defendants agree that they are jointly and  
19 severally liable to pay restitution and civil penalties as follows:

20 **RESTITUTION**

21 14. Pursuant to Business and Professions Code sections 17203, 17204, 17535, and the  
22 Court’s inherent equitable powers, Defendants, and each of their agents, employees, officers,  
23 representatives, partners and any person acting in concert or in participation with them, agree  
24 that they are required to refund directly to consumers any and all monies Defendants collected in  
25 exchange for the sale of Radish Paste (including all monies collected for Radish Paste that was  
26 not delivered to consumers but has not yet been refunded) while Defendants were advertising  
27 Radish Paste in conjunction with COVID-19 claims during the period from March 17, 2020 to  
28 May 14, 2020, the date on which Defendants represent they ceased making all such

1 advertisements, or, in the event Defendants have misrepresented the last day any advertisements  
2 of Radish Paste were made in conjunction with COVID-19 claims, from March 17, 2020 to the  
3 date of execution of this Stipulation (“Refunds”). These Refunds shall occur within twenty (20)  
4 days of execution of this Stipulation. Defendants shall notify the People that they have  
5 completed these Refunds by providing notice by mail and email to: Christina Tusan, Supervising  
6 Deputy City Attorney, Office of the Los Angeles City Attorney, Criminal and Special Litigation  
7 Branch, 200 North Main Street, 500 City Hall East, Los Angeles, California 90012-4131,  
8 christina.tusan@lacity.org.

9 15. Within thirty (30) days of execution of this Stipulation, Defendants shall produce  
10 to the People complete records reflecting all Refunds paid (“Refund Records”) accompanied by a  
11 sworn declaration under penalty of perjury attesting to the completeness and accuracy of the  
12 Refund Records. The Refund Records shall identify each Refund made, the identity and  
13 available contact information for the consumer refunded, and the date each Refund is completed.  
14 Defendants shall produce these Refund Records and the accompanying sworn declaration to the  
15 People by mail and email to: Christina Tusan, Supervising Deputy City Attorney, Office of the  
16 Los Angeles City Attorney, Criminal and Special Litigation Branch, 200 North Main Street, 500  
17 City Hall East, Los Angeles, California 90012-4131, christina.tusan@lacity.org.

#### 18 **CIVIL PENALTIES**

19 16. Defendants agree to pay and are jointly and severally liable for civil penalties in  
20 this Enforcement Action pursuant to the UCL and the FAL in the total amount of twenty  
21 thousand dollars (\$20,000), and shall make payment of these civil penalties in accordance with  
22 Business and Professions Code sections 17206 and 17536, in accordance with the following  
23 schedule:

24 17. Immediately upon execution of this Stipulation, Defendants shall pay the civil  
25 penalty payment referenced in Paragraph 16 of this Stipulation and Paragraph 9 of the Final  
26 Judgment, in two equal and separate payments totaling the full civil penalty amount of twenty  
27 thousand dollars (\$20,000), in the sums of: (i) ten thousand dollars (\$10,000), payable to the  
28 “City of Los Angeles,” and (ii) ten thousand dollars (\$10,000), payable to the “Los Angeles

1 County Treasurer and Tax Collector,” via delivery of cashier’s checks or other certified funds by  
2 overnight delivery or courier to: Christina Tusan, Supervising Deputy City Attorney, Office of  
3 the Los Angeles City Attorney, Criminal and Special Litigation Branch, 200 North Main Street,  
4 500 City Hall East, Los Angeles, California 90012-4131.

5 18. Pursuant to Business and Professions Code section 17207, any person who  
6 intentionally violates an injunction prohibiting unfair competition issued pursuant to Section  
7 17203 shall be liable for a civil penalty not to exceed six thousand dollars (\$6,000) for each  
8 violation. Where the conduct constituting a violation is of a continuing nature, each day of that  
9 conduct is a separate and distinct violation. In determining the amount of the civil penalty, the  
10 court shall consider all relevant circumstances, including, but not limited to, the extent of the  
11 harm caused by the conduct constituting a violation, the nature and persistence of that conduct,  
12 the length of time over which the conduct occurred, the assets, liabilities, and net worth of the  
13 person, whether corporate or individual, and any corrective action taken by the defendant.

14 19. The civil penalty prescribed by Paragraph 18 shall be assessed and recovered  
15 pursuant to a Court order following a successful motion by the People.

16 20. If the Court imposes civil penalties pursuant to Paragraph 18, the People will be  
17 entitled to interest on the judgment, computed from the date of entry of the Court’s order  
18 imposing penalties pursuant to Paragraph 18, at the statutory rate prescribed by California Code  
19 of Civil Procedure section 685.010.

20 21. Defendants shall be liable for reasonable attorneys’ fees and costs, including  
21 expert fees, incurred by the People in connection with any successful motion brought pursuant to  
22 Paragraph 18.

23 **MISREPRESENTATION OR OMISSION**

24 22. This Stipulation is expressly premised on the truthfulness, accuracy, and  
25 completeness of the Defendants’ sworn declarations, financial statements, and supporting  
26 documents, which Defendants assert are truthful, accurate, and complete, and which include:

- 27 a. Complete sales records produced by Defendants to the People on May 21, 2020  
28 and July 1, 2020 reflecting all sales of Radish Paste made to consumers while

1 Defendants were advertising Radish Paste in conjunction with COVID-19  
2 claims between March 17, 2020 and May 14, 2020, the date Defendants  
3 represent they ceased making all advertisements of Radish Paste in conjunction  
4 with COVID-19 claims, that indicate a total of eight thousand, seven hundred  
5 and sixty-nine dollars and sixty-nine cents in sales (“8,769.69”); and

6 b. The Refund Records and accompanying sworn declaration referenced in  
7 Paragraph 15 of this Stipulation and Paragraph 8 of the Final Judgment.

8 23. If upon motion by the People, the Court determines that any of Defendants’ sales  
9 records contain any material misrepresentation or omission, including materially misstating the  
10 number of and revenue from sales of Radish Paste, or misrepresenting the last day any  
11 advertisements of Radish Paste were made in conjunction with COVID-19 claims, the Court  
12 shall modify the injunction set forth in the Final Judgment to require Defendants to provide the  
13 People with a full accounting of all sales of any and all products made by Defendants from  
14 March 17, 2020 and the date of entry of this Stipulation, and without further adjudication shall  
15 impose civil penalties of \$2,500 for each individual material misrepresentation. By way of  
16 example, the omission of a single sale of Radish Paste from Defendants’ sales records shall be  
17 considered an individual material misrepresentation for the purposes of calculating civil penalties  
18 pursuant to this paragraph. These civil penalties shall be immediately due and payable to the  
19 People.

20 24. If the Court imposes civil penalties pursuant to Paragraph 23, the People will be  
21 entitled to interest on the judgment, computed from the date of entry of the Final Judgment, at  
22 the statutory rate prescribed by California Code of Civil Procedure section 685.010.

23 25. Defendants shall be liable for reasonable attorneys’ fees and costs, including  
24 expert fees, incurred by the People in connection with any successful motion brought pursuant to  
25 Paragraph 23.

26 **RETENTION OF JURISDICTION AND ENFORCEMENT**

27 26. Pursuant to California Code of Civil Procedure section 664.6 and the Court’s  
28 inherent authority, the Court shall retain jurisdiction over this Enforcement Action and

1 Defendants to entertain such further proceedings and enter such further orders as may be  
2 necessary or appropriate to enforce the Final Judgment.

3 27. Violations of the Final Judgment constitute contempt of court, and Defendants  
4 will be subject to a contempt action for failure to comply with any of the terms of the Final  
5 Judgment. Additionally, in the event that the Court determines after hearing that Defendants, or  
6 any of their agents, employees, officers, directors or shareholders, representatives, successors,  
7 partners, assigns, or any person acting in concert or in participation with them, violated any of  
8 the terms of the Final Judgment, Defendants shall be jointly and severally liable pursuant to  
9 California Business and Professions code section 17207 for civil penalties of no more than  
10 \$6,000 for each such violation.

11 28. Defendants shall be jointly and severally liable for reasonable attorneys' fees and  
12 costs incurred by the People for the enforcement of any violation of the injunction set forth in the  
13 Final Judgment.

14

15 **STIPULATED AND AGREED TO BY:**

16 Dated: July 27, 2020

17

**THE PEOPLE OF THE STATE OF CALIFORNIA**

18

By: 

19

Rebecca Morse, Deputy City Attorney  
Los Angeles City Attorney's Office  
Attorney for Plaintiff THE PEOPLE OF THE STATE  
OF CALIFORNIA

20

21

22

Dated: \_\_\_\_\_, 2020

23

24

**KNATURE CO., INC.**

25

By: \_\_\_\_\_  
Angela Oh, as CEO of KNATURE CO., INC.

26

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2 necessary or appropriate to enforce the Final Judgment.

3 27. Violations of the Final Judgment constitute contempt of court, and Defendants  
4 will be subject to a contempt action for failure to comply with any of the terms of the Final  
5 Judgment. Additionally, in the event that the Court determines after hearing that Defendants, or  
6 any of their agents, employees, officers, directors or shareholders, representatives, successors,  
7 partners, assigns, or any person acting in concert or in participation with them, violated any of  
8 the terms of the Final Judgment, Defendants shall be jointly and severally liable pursuant to  
9 California Business and Professions code section 17207 for civil penalties of no more than  
10 \$6,000 for each such violation.

11 28. Defendants shall be jointly and severally liable for reasonable attorneys' fees and  
12 costs incurred by the People for the enforcement of any violation of the injunction set forth in the  
13 Final Judgment.

14  
15 **STIPULATED AND AGREED TO BY:**

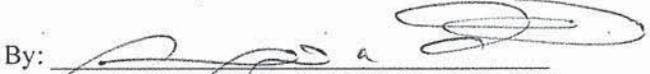
16 Dated: \_\_\_\_\_, 2020

**THE PEOPLE OF THE STATE OF CALIFORNIA**

18 By: \_\_\_\_\_  
19 Rebecca Morse, Deputy City Attorney  
20 Los Angeles City Attorney's Office  
21 Attorney for Plaintiff THE PEOPLE OF THE STATE  
22 OF CALIFORNIA

23 Dated: July 22, 2020

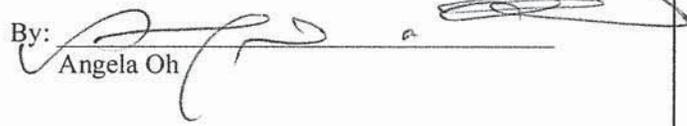
**KNATURE CO., INC.**

24 By:   
25 Angela Oh, as CEO of KNATURE CO., INC.  
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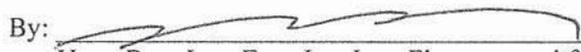
1 Dated: July 22, 2020

2 ANGELA OH

3 By:   
4 Angela Oh

5 STIPULATED AS TO FORM

6 Dated: July 22, 2020

7  
8 By:   
9 Yong Bom Lee, Esq., Lee Law Firm, counsel for  
10 Defendants KNATURE CO., INC. and  
11 ANGELA OH  
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**EXHIBIT A**

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

THE PEOPLE OF THE STATE OF CALIFORNIA, ) Case No.: 20STCV18300  
)  
)  
Plaintiff, ) [PROPOSED] FINAL JUDGMENT AND  
) PERMANENT INJUNCTION  
)  
vs. )  
)  
)  
KNATURE CO., INC., a California )  
corporation, D/B/A INSAN HEALING, INC., )  
and INSAN HEALING; ANGELA OH, an )  
individual; and DOES 1 through 10, inclusive, )  
)  
)  
Defendants. )  
)  
)  
)

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1 Upon the submission of a joint Stipulation for Final Judgment and Permanent Injunction  
2 (“Stipulation”) from Plaintiff, the People of the State of California (the “People”), together with  
3 Defendant Knature Co., Inc., doing business as Insan Healing Inc. and Insan Healing (“Insan  
4 Healing”), a corporation, and Defendant Angela Oh (“Oh”), an individual (together,  
5 “Defendants,” and together with the People, the “Parties”), which Stipulation, in order to resolve  
6 this matter, requests entry of this [Proposed] Final Judgment and Permanent Injunction (“Final  
7 Judgment”) at the soonest possible date convenient for the Court, and having considered the joint  
8 Stipulation, the record in this matter, arguments of counsel, if any, and for good cause:

9 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** as follows:

10 **JURISDICTION AND STANDING**

- 11 1. The Court has jurisdiction over Defendants and the subject matter of this action.  
12 2. The Los Angeles City Attorney’s Office has standing to bring this action in the  
13 name of the People of the State of California.

14 **DEFINITIONS**

- 15 3. The following definitions shall apply to this Final Judgment:  
16 a. “City” refers to the City of Los Angeles, both geographically and as a municipal  
17 corporation.  
18 b. “City Attorney's Office” refers to the Los Angeles City Attorney's Office.  
19 c. “COVID-19” refers to the novel coronavirus SARS-CoV-2 and the disease that  
20 it causes.  
21 d. “Defendants” means Defendants KNature Co., Inc., d/b/a Insan Healing Inc. and  
22 Insan Healing, a California corporation, and Angela Oh, an individual.  
23 e. “Enforcement Action” refers to this civil law enforcement action, entitled People  
24 v. KNature Co., Inc., et al., Case No. 20STCV18300.  
25 f. “People” refers to the People of the State of California. (Gov. Code, § 100.)  
26 g. “Radish Paste” means and refers to Defendants’ “Radish Paste 550g” product  
27 and similar radish pastes, regardless of packaging size.

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- 1 b. Making or disseminating any nutritional deficiency, structure/function, or  
2 general well-being claim relating to the Radish Paste without adequate  
3 substantiation required by 21 U.S.C. § 343(r)(6), as outlined in the Food and  
4 Drug Administration's ("FDA") "Guidance for Industry: Substantiation for  
5 Supplement Claims Made Under Section 403(r)(6) of the federal Food, Drug,  
6 and Cosmetic Act" (available at [https://www.fda.gov/regulatory-](https://www.fda.gov/regulatory-information/search-fda-guidance-documents/guidance-industry-substantiation-dietary-supplement-claims-made-under-section-403r-6-federal-food#ftnref3)  
7 [information/search-fda-guidance-documents/guidance-industry-substantiation-](https://www.fda.gov/regulatory-information/search-fda-guidance-documents/guidance-industry-substantiation-dietary-supplement-claims-made-under-section-403r-6-federal-food#ftnref3)  
8 [dietary-supplement-claims-made-under-section-403r-6-federal-food#ftnref3](https://www.fda.gov/regulatory-information/search-fda-guidance-documents/guidance-industry-substantiation-dietary-supplement-claims-made-under-section-403r-6-federal-food#ftnref3));  
9 no nutritional deficiency, structure/function, or general well-being claim  
10 relating to the Radish Paste shall be made or disseminated unless it is supported  
11 by the totality of evidence gleaned from scientific studies applying the most  
12 reliable methodologies;
- 13 c. Selling the Radish Paste in connection with any advertisements that make any  
14 claims that the Radish Paste is effective as a drug, that is, that the Radish Paste  
15 can be "used or [is] intended for use in the diagnosis, cure, mitigation,  
16 treatment, or prevention of disease in human beings" against any coronavirus,  
17 SARS-CoV-2, or COVID-19;
- 18 d. Engaging in unfair competition as defined in Business and Professions Code  
19 section 17200 et seq.;
- 20 e. Making any untrue or misleading statements in violation of Business and  
21 Professions Code section 17500 et seq.;
- 22 f. Violating the Safe Drinking Water and Toxic Enforcement Act of 1986,  
23 California Health and Safety Code section 25249.5 et seq. ("Proposition 65");  
24 and
- 25 g. Violating any federal, California, Los Angeles County, or Los Angeles City  
26 law, ordinance, or regulation in connection with the advertising or sale of  
27 Radish Paste and/or other products.

28 //

1 **MONETARY RELIEF**

2 6. Pursuant to the Stipulation, this Final Judgment and Business and Professions  
3 Code sections 17203, 17206, 17535, and 17536, Defendants agree that they are jointly and  
4 severally liable to pay restitution and civil penalties as follows:

5 **RESTITUTION**

6 7. Pursuant to Business and Professions Code sections 17203, 17204, 17535, and the  
7 Court’s inherent equitable powers, Defendants, and each of their agents, employees, officers,  
8 representatives, partners and any person acting in concert or in participation with them, agree  
9 that they are required to refund directly to consumers any and all monies Defendants collected in  
10 exchange for the sale of Radish Paste (including all monies collected for Radish Paste that was  
11 not delivered to consumers but has not yet been refunded) while Defendants were advertising  
12 Radish Paste in conjunction with COVID-19 claims during the period from March 17, 2020 to  
13 May 14, 2020, the date on which Defendants represent they ceased making all such  
14 advertisements, or, in the event Defendants have misrepresented the last day any advertisements  
15 of Radish Paste were made in conjunction with COVID-19 claims, from March 17, 2020 to the  
16 date of execution of the Parties’ Stipulation (“Refunds”). These Refunds shall occur within  
17 twenty (20) days of execution of the Stipulation. Defendants shall notify the People that they  
18 have completed these Refunds by providing notice by mail and email to: Christina Tusan,  
19 Supervising Deputy City Attorney, Office of the Los Angeles City Attorney, Criminal and  
20 Special Litigation Branch, 200 North Main Street, 500 City Hall East, Los Angeles, California  
21 90012-4131, christina.tusan@lacity.org.

22 8. Within thirty (30) days of execution of the Stipulation, Defendants shall produce  
23 to the People complete records reflecting all Refunds paid (“Refund Records”) accompanied by a  
24 sworn declaration under penalty of perjury attesting to the completeness and accuracy of the  
25 Refund Records. The Refund Records shall identify each Refund made, the identity and  
26 available contact information for the consumer refunded, and the date each Refund is completed.  
27 Defendants shall produce these Refund Records and the accompanying sworn declaration to the  
28 People by mail and email to: Christina Tusan, Supervising Deputy City Attorney, Office of the

1 Los Angeles City Attorney, Criminal and Special Litigation Branch, 200 North Main Street, 500  
2 City Hall East, Los Angeles, California 90012-4131, christina.tusan@lacity.org.

3 **CIVIL PENALTIES**

4 9. Defendants agree to pay and are jointly and severally liable for civil penalties in  
5 this Enforcement Action pursuant to the UCL and the FAL in the total amount of twenty  
6 thousand dollars (\$20,000), and shall make payment of these civil penalties in accordance with  
7 Business and Professions Code sections 17206 and 17536, in accordance with the following  
8 schedule:

9 10. Immediately upon execution of the Stipulation, Defendants shall pay the civil  
10 penalty payment referenced in Paragraph 16 of the Stipulation and Paragraph 9 of this Final  
11 Judgment, in two equal and separate payments totaling the full civil penalty amount of twenty  
12 thousand dollars (\$20,000), in the sums of: (i) ten thousand dollars (\$10,000), payable to the  
13 “City of Los Angeles,” and (ii) ten thousand dollars (\$10,000), payable to the “Los Angeles  
14 County Treasurer and Tax Collector,” via delivery of cashier’s checks or other certified funds by  
15 overnight delivery or courier to: Christina Tusan, Supervising Deputy City Attorney, Office of  
16 the Los Angeles City Attorney, Criminal and Special Litigation Branch, 200 North Main Street,  
17 500 City Hall East, Los Angeles, California 90012-4131.

18 11. Pursuant to Business and Professions Code section 17207, any person who  
19 intentionally violates an injunction prohibiting unfair competition issued pursuant to Section  
20 17203 shall be liable for a civil penalty not to exceed six thousand dollars (\$6,000) for each  
21 violation. Where the conduct constituting a violation is of a continuing nature, each day of that  
22 conduct is a separate and distinct violation. In determining the amount of the civil penalty, the  
23 court shall consider all relevant circumstances, including, but not limited to, the extent of the  
24 harm caused by the conduct constituting a violation, the nature and persistence of that conduct,  
25 the length of time over which the conduct occurred, the assets, liabilities, and net worth of the  
26 person, whether corporate or individual, and any corrective action taken by the defendant.

27 12. The civil penalty prescribed by Paragraph 11 shall be assessed and recovered  
28 pursuant to a Court order following a successful motion by the People.

1 13. If the Court imposes civil penalties pursuant to Paragraph 11, the People will be  
2 entitled to interest on the judgment, computed from the date of entry of the Court’s order  
3 imposing penalties pursuant to Paragraph 11, at the statutory rate prescribed by California Code  
4 of Civil Procedure section 685.010.

5 14. Defendants shall be liable for reasonable attorneys’ fees and costs, including  
6 expert fees, incurred by the People in connection with any successful motion brought pursuant to  
7 Paragraph 11.

8 **MISREPRESENTATION OR OMISSION**

9 15. The Parties’ Stipulation is expressly premised on the truthfulness, accuracy, and  
10 completeness of the Defendants’ sworn declarations, financial statements, and supporting  
11 documents, which Defendants assert are truthful, accurate, and complete, and which include:

- 12 a. Complete sales records produced by Defendants to the People on May 21, 2020  
13 and July 1, 2020 reflecting all sales of Radish Paste made to consumers while  
14 Defendants were advertising Radish Paste in conjunction with COVID-19  
15 claims between March 17, 2020 and May 14, 2020, the date Defendants  
16 represent they ceased making all advertisements of Radish Paste in conjunction  
17 with COVID-19 claims, that indicate a total of eight thousand, seven hundred  
18 and sixty-nine dollars and sixty-nine cents in sales (“8,769.69”); and
- 19 b. The Refund Records and accompanying sworn declaration referenced in  
20 Paragraph 15 of the Stipulation and Paragraph 8 of this Final Judgment.

21 16. If upon motion by the People, the Court determines that any of Defendants’ sales  
22 records contain any material misrepresentation or omission, including materially misstating the  
23 number of and revenue from sales of Radish Paste, or misrepresenting the last day any  
24 advertisements of Radish Paste were made in conjunction with COVID-19 claims, the Court  
25 shall modify the injunction set forth in this Final Judgment to require Defendants to provide the  
26 People with a full accounting of all sales of any and all products made by Defendants from  
27 March 17, 2020 and the date of entry of the Stipulation, and without further adjudication shall  
28 impose civil penalties of \$2,500 for each individual material misrepresentation. By way of

1 example, the omission of a single sale of Radish Paste from Defendants' sales records shall be  
2 considered an individual material misrepresentation for the purposes of calculating civil penalties  
3 pursuant to this paragraph. These civil penalties shall be immediately due and payable to the  
4 People.

5 17. If the Court imposes civil penalties pursuant to Paragraph 16, the People will be  
6 entitled to interest on the judgment, computed from the date of entry of the Final Judgment, at  
7 the statutory rate prescribed by California Code of Civil Procedure section 685.010.

8 18. Defendants shall be liable for reasonable attorneys' fees and costs, including  
9 expert fees, incurred by the People in connection with any successful motion brought pursuant to  
10 Paragraph 16.

11 **RETENTION OF JURISDICTION AND ENFORCEMENT**

12 19. Pursuant to California Code of Civil Procedure section 664.6 and the Court's  
13 inherent authority, the Court shall retain jurisdiction over this Enforcement Action and  
14 Defendants to entertain such further proceedings and enter such further orders as may be  
15 necessary or appropriate to enforce the Final Judgment.

16 20. Violations of the Final Judgment constitute contempt of court, and Defendants  
17 will be subject to a contempt action for failure to comply with any of the terms of the Final  
18 Judgment. Additionally, in the event that the Court determines after hearing that Defendants, or  
19 any of their agents, employees, officers, directors or shareholders, representatives, successors,  
20 partners, assigns, or any person acting in concert or in participation with them, violated any of  
21 the terms of the Final Judgment, Defendants shall be jointly and severally liable pursuant to  
22 California Business and Professions code section 17207 for civil penalties of no more than  
23 \$6,000 for each such violation.

24 21. Defendants shall be jointly and severally liable for reasonable attorneys' fees and  
25 costs incurred by the People for the enforcement of any violation of the injunction set forth in the  
26 Final Judgment.

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1 Dated: \_\_\_\_\_, 2020

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HON. JUDGE OF THE SUPERIOR COURT