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9 PEOPLE OF THE STATE OF CALIFORNIA and
PEOPLE OF THE CITY AND COUNTY OF SAN
10 FRANCISCO, acting by and through San Francisco City
Attorney DAVID CHIU
11

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 COUNTY OF SAN FRANCISCO
14 UNLIMITED JURISDICTION

15 PEOPLE OF THE STATE OF CALIFORNIA
and PEOPLE OF THE CITY AND COUNTY
16 OF SAN FRANCISCO, acting by and through
San Francisco Attorney DAVID CHIU,

17 Plaintiffs,

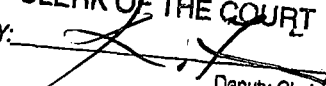
18 vs.

19 MILLENNIAL ONE, INC. d/b/a The Finest E-
Liquid; GASHIRO TECHNOLOGY LLC
20 d/b/a The Vape Society CBD and The Vape
Society; and DOES 1 through 50, inclusive;
21

22 Defendants.
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27
28

FILED
Superior Court of California
County of San Francisco

DEC 20 2024

CLERK OF THE COURT
BY:  Deputy Clerk

Case No. CGC-23-610794

**[PROPOSED] STIPULATED FINAL
JUDGMENT AND INJUNCTION**

Date Action Filed: December 4, 2023
Trial Date: None Set

1 Plaintiffs People of the State of California and People of the City and County of San Francisco,
2 acting by and through San Francisco City Attorney David Chiu, Defendant Millennial One, Inc., and
3 Defendant Gashiro Technology LLC, by and through the undersigned counsel, having stipulated to
4 entry of this Stipulated Final Judgment and Injunction ("Final Judgment") without the taking of proof
5 and without this Final Judgment constituting evidence of, or an admission by any party regarding, any
6 issue of law or fact alleged in the Complaint; all parties having waived the right to appeal; and the
7 Court having considered the pleadings and good cause appearing:

8 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

9 **I. DEFINITIONS**

10 The following terms in this Final Judgment shall have these meanings:

- 11 1. ACTION refers to the civil action entitled *People of the State of California et al. v.*
12 *Millennial One, Inc. et al.*, San Francisco Super. Ct. No. CGC-23-610794.
- 13 2. PARTIES refers collectively to the PEOPLE, MILLENNIAL ONE, and GASHIRO.
- 14 3. PLAINTIFFS or the PEOPLE refer collectively to the People of the State of California
15 and People of the City and County of San Francisco, acting by and through San Francisco City
16 Attorney David Chiu.
- 17 4. DEFENDANTS refers collectively to MILLENNIAL ONE, INC., d/b/a The Finest E-
18 Liquid ("MILLENNIAL ONE") and Gashiro Technology LLC d/b/a The Vape Society CBD and The
19 Vape Society ("GASHIRO"), each of which is referred to individually as a DEFENDANT.
20 MILLENNIAL ONE and GASHIRO include each DEFENDANT's subsidiaries and predecessors and
21 successors-in-interest. For purposes of effectuating the injunctive relief set forth in this Final
22 Judgment, MILLENNIAL ONE and GASHIRO also refer to anyone authorized to act on each
23 DEFENDANT's behalf, including but not limited to each DEFENDANT's principals, parents, owners,
24 subsidiaries, officers, assigns, representatives, agents, employees, attorneys and accountants.
- 25 5. EFFECTIVE DATE is the date this Final Judgment has been signed by the Court.
- 26 6. MONITORING PERIOD is the two-year period beginning from the EFFECTIVE
27 DATE.

1 7. PERSON(S) means “any individual, partnership, cooperative association, private
2 corporation, personal representative, receiver, trustee, assignee, or any other legal entity,” pursuant to
3 sections 19S.1 and 19H.2 of the San Francisco Health Code.

4 8. PROHIBITED PRODUCTS refers to “flavored tobacco products” and “e-cigarettes,”
5 as those terms are defined, used, and/or incorporated by reference in section 19S.1 of the San
6 Francisco Health Code. PROHIBITED PRODUCTS include but are not limited to “vapor products,”
7 including flavored e-liquids (“vape juice”) with nicotine, as well as flavored disposable e-cigarettes
8 (“vapes”) with nicotine.

9 **II. OVERVIEW AND BACKGROUND**

10 9. On December 4, 2023, the PEOPLE filed the Complaint in this ACTION which named
11 GASHIRO and MILLENNIAL ONE as separate, unrelated defendants. There are no allegations stated
12 in the Complaint that DEFENDANTS acted in any way as each other’s agents or representatives or
13 that DEFENDANTS are jointly and severally liable for any relief requested in the Complaint.

14 10. The PEOPLE allege that MILLENNIAL ONE has violated section 17200 of the
15 California Business and Professions Code and section 19S.2 of the San Francisco Health Code by
16 selling PROHIBITED PRODUCTS via its website, www.thefinesteliquid.com (MILLENNIAL ONE),
17 to PERSONS in San Francisco. The PEOPLE also allege that MILLENNIAL ONE has violated
18 section 17200 by failing to comply with certain requirements of the Stop Tobacco Access to Kids
19 Enforcement (STAKE) Act. (Bus. & Prof. Code, § 22963(b).)

20 11. The PEOPLE allege that GASHIRO has violated section 17200 of the California
21 Business and Professions Code and section 19S.2 of the San Francisco Health Code by selling
22 PROHIBITED PRODUCTS via its website, <https://thevapesocietycbd.com> (GASHIRO), to
23 PERSONS in San Francisco. The PEOPLE also allege that GASHIRO has violated section 17200 by
24 failing to comply with certain requirements of the Stop Tobacco Access to Kids Enforcement
25 (STAKE) Act. (Bus. & Prof. Code, § 22963(b).)

26 12. After this ACTION was filed, MILLENNIAL ONE ceased selling PROHIBITED
27 PRODUCTS to PERSONS in San Francisco.

1 13. After this ACTION was filed, GASHIRO ceased selling PROHIBITED PRODUCTS to
2 PERSONS in San Francisco.

3 14. MILLENNIAL ONE denies all allegations raised in the ACTION, and denies that it has
4 done anything unlawful.

5 15. GASHIRO denies all allegations raised in the ACTION, and denies that it has done
6 anything unlawful.

7 16. Notwithstanding such denial, the PARTIES enter this Final Judgment to fully and
8 finally resolve the claims in the ACTION and to avoid any further expense, delay, and uncertainty of
9 further litigation of the ACTION against DEFENDANTS.

10 17. The PEOPLE believe that the resolution of the violations alleged in the ACTION is fair
11 and reasonable and fulfills the PEOPLE's enforcement objectives, that no further action is warranted
12 concerning the specific violations alleged in the ACTION as to MILLENNIAL ONE and GASHIRO
13 except as provided pursuant to this Final Judgment, and that the Final Judgment is in the best interests
14 of the general public.

15 18. DEFENDANTS' obligations under the Final Judgment are several and not joint; each
16 DEFENDANT is liable only for its obligations (and not those of the other DEFENDANT) under the
17 Final Judgment.

18 **III. PARTIES AND JURISDICTION**

19 19. This ACTION is brought by the People of the State of California in the public interest
20 under the laws of the State of California, and by the People of the City and County of San Francisco
21 pursuant to Article 19S of the San Francisco Health Code.

22 20. The City Attorney of San Francisco has the authority, and has exercised that authority,
23 under the laws of the State of California and Article 19S of the San Francisco Health Code to maintain
24 this ACTION in the name of the People of the State of California and the People of the City and
25 County of San Francisco concerning the conduct alleged in the ACTION.

26 21. The injunction ordered in this Final Judgment is ordered pursuant to California
27 Business & Professions Code section 17535 and San Francisco Health Code section 19S.4(d).
28

22. This Final Judgment shall be enforceable as a civil judgment under California Code of Civil Procedure section 680.010 et seq.

23. This Court has jurisdiction over the allegations and subject matter of the ACTION, and the PARTIES to this ACTION; venue is proper in this County; and this Court has jurisdiction to enter this Final Judgment.

24. The Court finds that in entering into the stipulations herein, the PARTIES have acted in good faith, and the Court finds the Final Judgment to be, in all respects, just, reasonable, equitable, and adequate.

IV. INJUNCTIVE RELIEF

25. Each DEFENDANT is enjoined and restrained from engaging in unlawful business practices (Bus. & Prof. Code, § 17200) based on violations of Article 19S of the San Francisco Health Code. In particular, each DEFENDANT shall not sell or distribute, as those terms are defined in Article 19S, PROHIBITED PRODUCTS to any PERSONS in San Francisco.

26. If any DEFENDANT continues to sell PROHIBITED PRODUCTS online, that DEFENDANT shall not allow San Francisco to be used as a shipping or billing address for PROHIBITED PRODUCTS that DEFENDANT continues to sell.

27. During the MONITORING PERIOD, if a DEFENDANT maintains any websites or has any other public-facing online platforms on which that DEFENDANT sells the PROHIBITED PRODUCTS, that DEFENDANT shall include on each such website or public-facing platform a clear and conspicuous statement stating that, pursuant to Article 19S of the San Francisco Health Code, flavored tobacco products and e-cigarettes may not be sold to any person or entity in San Francisco.

28. On each anniversary of the EFFECTIVE DATE during the MONITORING PERIOD, each DEFENDANT will separately submit to the San Francisco City Attorney's Office an affidavit executed under oath by its Chief Executive Officer or equivalent corporate officer certifying that it has complied with the injunction as applicable to that DEFENDANT.

V. MONETARY PAYMENT

29. Within ten (10) business days from the EFFECTIVE DATE and MILLENNIAL ONE's receipt of a W-9 form from the San Francisco City Attorney's Office, MILLENNIAL ONE shall pay

1 twenty-thousand dollars (\$20,000) to the San Francisco City Attorney's Office. The payment shall be
2 made by wire transfer to the San Francisco City Attorney's Office pursuant to instructions provided by
3 the PEOPLE. This payment encompasses and satisfies in full the PEOPLE's claims for civil penalties
4 and attorneys' fees and costs against MILLENNIAL ONE. MILLENNIAL ONE and the PEOPLE
5 shall otherwise bear their own costs, attorneys' fees, and expenses incurred in connection with the
6 PEOPLE'S ACTION against MILLENNIAL ONE. This provision does not limit the PEOPLE's rights
7 to recover costs or attorneys' fees in conjunction with any action taken against MILLENNIAL ONE to
8 enforce this Final Judgment.

9 30. GASHIRO shall pay the San Francisco City Attorney's Office a total of forty-eight
10 thousand dollars (\$48,000) to be made pursuant to the payment schedule outlined below. This payment
11 encompasses and satisfies in full the PEOPLE's claims for civil penalties and attorneys' fees and costs
12 against GASHIRO. The PEOPLE and GASHIRO shall otherwise bear their own costs, attorneys' fees,
13 and expenses incurred in connection with the PEOPLE's ACTION against GASHIRO. This provision
14 does not limit the PEOPLE's rights to recover costs or attorneys' fees in conjunction with any action
15 taken against GASHIRO to enforce this Final Judgment. Payment shall be made in six (6) equal
16 installments of eight thousand dollars (\$8,000) on the following schedule: eight thousand dollars
17 (\$8,000) no later than five (5) business days from the EFFECTIVE DATE and GASHIRO's receipt of
18 a W-9 form from the San Francisco City Attorney's Office, eight thousand dollars (\$8,000) no later
19 than five (5) months from the EFFECTIVE DATE, eight thousand dollars (\$8,000) no later than ten
20 (10) months from the EFFECTIVE DATE, eight thousand dollars (\$8,000) no later than fifteen (15)
21 months from the EFFECTIVE DATE, eight thousand dollars (\$8,000) no later than twenty (20)
22 months from the EFFECTIVE DATE, and eight thousand dollars (\$8,000) no later than twenty-four
23 (24) months from the EFFECTIVE DATE. All payments shall be made by wire transfer to the San
24 Francisco City Attorney's Office pursuant to instructions provided by the PEOPLE.

25 VI. TAXES

26 31. The PARTIES make no representation or warranty as to any tax consequences of the
27 amounts to be paid under this Final Judgment. The PEOPLE hereby notify DEFENDANTS, and each
28 DEFENDANT acknowledges, that applicable law requires each DEFENDANT to furnish its federal

1 taxpayer identification number(s) to the PEOPLE for inclusion on IRS Form 1098-F and that each
2 DEFENDANT may be subject to a penalty for failure to furnish taxpayer identification number(s).
3 DEFENDANTS agree to furnish such number(s) by providing the PEOPLE completed IRS Form(s)
4 W-9, Request for Taxpayer Identification Number and Certification. DEFENDANTS further agree to
5 provide such other information as may be requested by the PEOPLE to enable the PEOPLE to comply
6 with any reporting requirements for payments made pursuant to this Final Judgment that are imposed
7 by applicable law.

8 **VII. RELEASES**

9 32. By entry of this Final Judgment and following full payment of the monetary amount
10 specified above by each DEFENDANT, the PEOPLE agree to release and discharge that
11 DEFENDANT, their heirs and executors and their past and present shareholders, employees, officers,
12 directors, attorneys, successors, predecessors, affiliates, agents, and representatives, from the claims
13 set forth in the Complaint, including all causes of action, counterclaims, civil penalties, and attorney's
14 fees and costs, through the EFFECTIVE DATE. Notwithstanding the foregoing, this release is limited
15 to claims arising from or directly related to DEFENDANTS' transactions with PERSONS in San
16 Francisco through the EFFECTIVE DATE. The PEOPLE specifically do not release DEFENDANTS
17 from any claims arising from or directly related to transactions with PERSONS outside of San
18 Francisco. The PEOPLE also do not release DEFENDANTS from any municipal or state tax claims or
19 liabilities, any criminal liability, any violations of law occurring after the EFFECTIVE DATE, and any
20 liability for any matter not related to the conduct and causes of action alleged in the Complaint.
21 Nothing in this Final Judgment shall limit or affect the PEOPLE's right to pursue any other legal
22 claim(s).

23 This release does not in any way relieve each DEFENDANT of the obligation to separately
24 abide by each and every term of this Final Judgment as applied to that DEFENDANT or the
25 PEOPLE's right to enforce the Final Judgment. Further, this release does not deprive the PEOPLE
26 from seeking any relief with respect to a DEFENDANT for that DEFENDANT's failure to comply
27 with any of the terms of the Final Judgment.
28

33. In consideration for the promises set forth in this Final Judgment, each DEFENDANT separately agrees to release the PEOPLE, as well as their employers, officers, directors, attorneys, successors, predecessors, affiliates, agents, and representatives, from any and all claims that were or could have been asserted against the PEOPLE before an administrative body or court, including all actions, causes of action, counterclaims, claims for attorney's fees and costs, related in whole or in part to the ACTION through the EFFECTIVE DATE.

VIII. NOTICES

34. All notices and mailings to be delivered among or between the PARTIES required by this Final Judgment shall be served by email on the following persons, or any person subsequently designated by the PARTIES to receive such notices:

For the PEOPLE:

Julie Wilensky
San Francisco City Attorney's Office
Fox Plaza
1390 Market Street, 7th Floor
San Francisco CA 94102
Julie.Wilensky@sfcityatty.org
affirmlit.inbox@sfcityatty.org

For MILLENNIAL ONE and GASHIRO:

Rohit A. Sabnis
Keller & Heckman LLP
Three Embarcadero Center, Suite 1420
San Francisco, CA 94111
sabnis@khlaw.com

IX. ADDITIONAL PROVISIONS

35. This Court retains jurisdiction of this matter only for purposes of interpretation, enforcement, and modification of this Final Judgment.

36. The PARTIES specifically warrant and represent that they each have full authority to enter into this Final Judgment and make the full scope of promises, releases, and covenants set forth herein for and on behalf of the entities they each represent.

37. This Final Judgment has been reviewed by the PARTIES and their respective attorneys and each have had a full opportunity to negotiate the contents of this Final Judgment. The PARTIES agree that the language in all parts of this Final Judgment shall be construed as a whole, according to fair meaning.

38. This Final Judgment may be modified only by the Court, upon noticed motion, or upon written consent by the PARTIES and approval of the Court.

1 39. This Final Judgment shall be construed and enforced in accordance with the laws of the
2 State of California.

3 40. This Final Judgment shall be deemed to have been drafted equally by all PARTIES.
4 Accordingly, any and all rules of construction holding that ambiguity is construed against the drafting
5 party shall not apply to the interpretation of this Final Judgment.

6 41. This Final Judgment is intended by the PARTIES as a final expression of their
7 agreement and understanding concerning the subject matter addressed in the Final Judgment and is
8 intended as a complete statement of the terms and conditions of their settlements, and any and all prior
9 oral or written agreements or understandings between the PARTIES related to the Final Judgment are
10 superseded. No representations, oral or otherwise, express or implied, other than those specifically
11 referred to in the Final Judgment, have been made by any Party to the Final Judgment.

12 42. Before declaring any provision of this Final Judgment invalid, the Court shall first
13 attempt to construe the provisions valid to the fullest extent possible consistent with applicable
14 precedent so as to define all provisions of this Final Judgment.

15 **SO STIPULATED:**

16 **FOR PLAINTIFFS:**

17 Dated: 12/17/2024

DAVID CHIU
City Attorney
YVONNE R. MERÉ
Chief Deputy City Attorney
SARA J. EISENBERG
Chief of Complex and Affirmative Litigation
JULIE WILENSKY
Deputy City Attorney

22 By: 

JULIE WILENSKY

Attorneys for Plaintiffs
PEOPLE OF THE STATE OF CALIFORNIA AND
PEOPLE OF THE CITY AND COUNTY OF SAN
FRANCISCO, acting by and through San Francisco City
Attorney DAVID CHIU

FOR MILLENNIAL ONE:

Dated: 12/16/2024

By: [Signature]

Printed Name: DAVID KIM

Title: CEO

FOR GASHIRO:

Dated: _____

By: See next page

Printed Name: _____

Title: _____

Approved as to FORM:

12/16/2024

Dated: _____

KELLER & HECKMAN LLP

By: [Signature]

Rohit A. Sabnis
Keller & Heckman LLP
Three Embarcadero Center, Suite 1420
San Francisco, CA 94111

Attorneys for Defendants MILLENNIAL ONE, INC. and
GASHIRO TECHNOLOGY LLC

ORDERED AND ADJUDGED at San Francisco, California, this _____ day of _____, 2024.

Dated: 12/19/24

[Signature]
JUDGE OF THE SUPERIOR COURT

RICHARD ULMER

4926-2410-8037, v. 1

FOR MILLENNIAL ONE:

Dated: _____

By: _____

Printed Name: _____

Title: _____

FOR GASHIRO:

Dated: 12/10/24

By: Chris Lim

Printed Name: Chris Lim

Title: President

Approved as to FORM:

Dated: _____

KELLER & HECKMAN LLP

By: _____

Rohit A. Sabnis
Keller & Heckman LLP
Three Embarcadero Center, Suite 1420
San Francisco, CA 94111

Attorneys for Defendants MILLENNIAL ONE, INC. and
GASHIRO TECHNOLOGY LLC

ORDERED AND ADJUDGED at San Francisco, California, this ____ day of _____, 2024.

Dated: _____

JUDGE OF THE SUPERIOR COURT

4926-2410-8037, v. 1