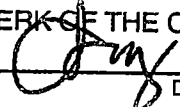


FILED
Superior Court of California
County of San Francisco

MAR 03 2025

CLERK OF THE COURT

BY: 

Deputy Clerk

1 DAVID CHIU, State Bar #189542
City Attorney
2 YVONNE R. MERÉ, State Bar #173594
Chief Deputy City Attorney
3 WADE CHOW, State Bar #168527
Chief Attorney
4 MEGAN E. RYAN, State Bar #264922
Deputy City Attorney
5 Code Enforcement Team
Fox Plaza
6 1390 Market Street, Seventh Floor
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7 Telephone: (415) 554-3978
Facsimile: (415) 437-4644
8 E-Mail: wade.chow@sfcityatty.org
Attorneys for Plaintiffs
9 CITY AND COUNTY OF SAN FRANCISCO and
PEOPLE OF THE STATE OF CALIFORNIA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

UNLIMITED JURISDICTION

13 CITY AND COUNTY OF SAN
FRANCISCO, a Municipal Corporation; and
14 the PEOPLE OF THE STATE OF
CALIFORNIA, by and through David Chiu,
15 City Attorney for the City and County of San
Francisco,

16 Plaintiffs,

17 vs.

18 BASS GIFT SHOP SF, a California
19 Corporation; DIAMOND GIFT & SMOKE
SHOP, a California Corporation; BASSERTY
20 ALRIASHI, an individual; MUNEER AL
OSFUR, an individual; BASS EXOTIC INC.,
21 a California Corporation; SAN BRUNO
EXOTIC INC., a California Corporation;
22 BASSERY INC., a California Corporation;
YEMEN WIRELESS INC., a California
23 Corporation; MOUNTAIN GIFT SHOP INC.,
a California Corporation; BASS FUEL INC., a
24 California Corporation; SAM'S TEL, INC., a
California Corporation; DELAUERS INC., a
25 California Corporation; BASS AND SAM
INC., a California Corporation; FOG IT UP, a
26 California Corporation; and DOE ONE
through DOE FIVE,

27 Defendants.
28

Case No. CGC-24-618016


[PROPOSED]
STIPULATED JUDGMENT

**[Exempt From Filing Fees
Government Code §6103]**

1 This Stipulated Judgment ("JUDGMENT") was presented before the above-captioned Court,
2 the Honorable Barbara Zuniga presiding. OFFICE OF DAVID CHIU, CITY ATTORNEY
3 FOR THE CITY AND COUNTY OF SAN FRANCISCO, by Deputy City Attorneys Wade Chow and
4 Megan Ryan, appeared as attorneys for Plaintiffs CITY AND COUNTY OF SAN FRANCISCO and
5 Plaintiff the PEOPLE OF THE STATE OF CALIFORNIA ("PLAINTIFFS"), by and through David
6 Chiu, City Attorney for the City and County of San Francisco. THE LAW OFFICES OF JOSIAH
7 YOUNG PC, by Abdallah Ali. Esq. appeared as attorneys for Defendants BASSERTY ALRIASHI, an
8 individual; MUNEEER AL OSFUR, an individual; BASS GIFT SHOP SE, a California Corporation;
9 DIAMOND GIFT & SMOKE SHOP, a California Corporation, BASS EXOTIC INC., a California
10 Corporation; SAN BRUNO EXOTIC INC., a California Corporation; BASSERY INC., a California
11 Corporation; YEMEN WIRELESS INC., a California Corporation; MOUNTAIN GIFT SHOP INC., a
12 California Corporation; BASS FUEL INC., a California Corporation; SAM'S TEL, INC., a California
13 Corporation; DELAUERS INC., a California Corporation; BASS AND SAM INC., a California
14 Corporation; and FOG IT UP, a California Corporation ("DEFENDANTS").

15 PLAINTIFFS and DEFENDANTS (collectively the "PARTIES") consent to entry of this
16 JUDGMENT by the Court without a noticed motion, hearing, or trial.

17 The PARTIES having stipulated to the provisions set forth herein, the Court having reviewed
18 the provisions, the PARTIES having agreed to the issuance of this JUDGMENT, and good cause
19 appearing therefore,

20 IT IS HEREBY ORDERED ADJUDGED, AND DECREED:

21 1. That pursuant to San Francisco Health Code sections 600(b)(3), 600(b)(5), and 610 and
22 pursuant to California Business and Professions Code section 17206, PLAINTIFFS shall take from
23 DEFENDANTS, jointly and severally, civil penalties, attorney's fees, and costs in the amount of Two
24 Hundred and Fifty Thousand dollars (\$250,000.00). This judgment is due to PLAINTIFFS payable to
25 "City and County of San Francisco."

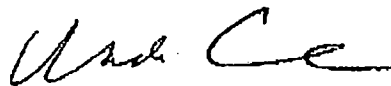
26 2. DEFENDANTS will pay this judgment in five \$50,000.00 payments. The first payment
27 will be due within five business days of the date of this JUDGMENT. The second payment will be due
28

1 within six months of the date of this JUDGMENT. The third payment will be due within twelve
2 months of the date of this JUDGMENT. The fourth payment will be due within eighteen months of the
3 date of this JUDGMENT. The second payment will be due within twenty-four months of the date of
4 this JUDGMENT.

5 2. In addition to any other relief provided herein, or by law, PLAINTIFFS shall be entitled
6 to reimbursement for all reasonable attorney's fees and costs incurred in enforcing and/or collecting
7 this JUDGMENT, authority for which is provided by law, and any post-judgment interest due
8 according to law for late payments.

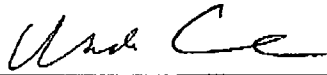
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10 IT IS SO STIPULATED:
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25 Dated: 2/20/25



26 CITY AND COUNTY OF SAN FRANCISCO
27 Plaintiff
28

1 Dated: 02/20/2025


PEOPLE OF THE STATE OF CALIFORNIA
Plaintiff

2
3 Dated:
4 02/20/2025


BASSERTY ALRIASHI
Defendant

5
6 Dated:
7 02/20/2025


MUNEER AL OSFUR
Defendant

8
9 Dated:
10 02/20/2025


MUNEER AL OSFUR For BASS GIFT SHOP SF
Defendant

11 Dated:
12 02/20/2025


BASSERTY ALRIASHI For DIAMOND GIFT &
SMOKE SHOP
Defendant

13
14 Dated:
15 02/20/2025


BASSERTY ALRIASHI For BASS EXOTIC INC.
Defendant

16
17 Dated:
18 02/20/2025


BASSERTY ALRIASHI For SAN BRUNO EXOTIC
INC.
Defendant

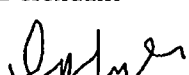
19
20 Dated:
21 02/20/2025


BASSERTY ALRIASHI For BASSERY INC.
Defendant

22
23 Dated:
24 02/20/2025


BASSERTY ALRIASHI For YEMEN WIRELESS INC.
Defendant

25
26 Dated:
27 Insert text here


BASSERTY ALRIASHI For MOUNTAIN GIFT SHOP
INC.

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Defendant

Dated:
02/20/2025


BASSERTY ALRIASHI For BASS FUEL INC.
Defendant

Dated:
02/20/2025


BASSERTY ALRIASHI For SAM'S TEL, INC.
Defendant

Dated:
02/20/2025


BASSERTY ALRIASHI For DELAUERS INC.
Defendant

Dated:
02/20/2025


BASSERTY ALRIASHI For BASS AND SAM INC.
Defendant

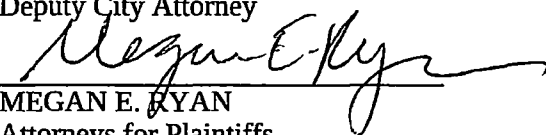
Dated:
02/20/2025


MUNEER AL OSFUR For FOG IT UP
Defendant

Approved as to form:

Dated: 2/20/25

DAVID CHIU
City Attorney
YVONNE R. MERÉ
Chief Deputy City Attorney
WADE CHOW
Chief Attorney
Code Enforcement Team
MEGAN E. RYAN
Deputy City Attorney

By: 
MEGAN E. RYAN
Attorneys for Plaintiffs
CITY AND COUNTY OF SAN FRANCISCO and
PEOPLE OF THE STATE OF CALIFORNIA

1 Dated: 02/20/2025

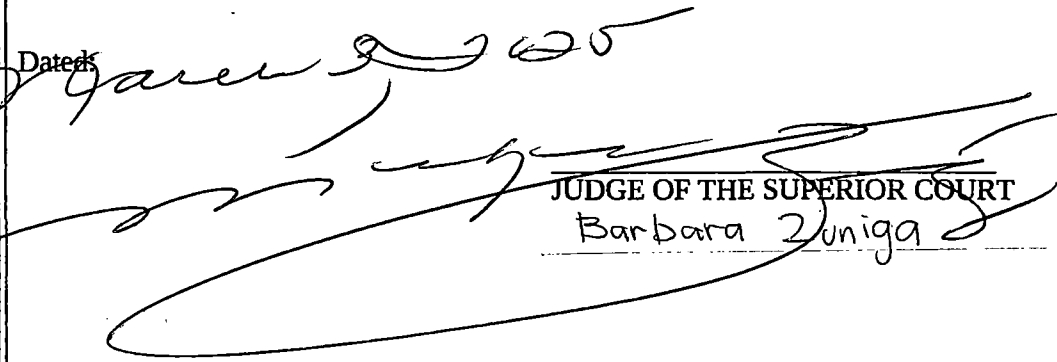
2 ABDALLAH ALI
3 THE LAW OFFICES OF JOSIAH YOUNG, P.C.

4 By: Abdallah Ali

5 Attorneys For DEFENDANTS BASSERTY ALRIASHI,
6 an individual; MUNEER AL OSFUR, an individual;
7 BASS GIFT SHOP SF, a California Corporation;
8 DIAMOND GIFT & SMOKE SHOP, a California
9 Corporation; BASS EXOTIC INC., a California
10 Corporation; SAN BRUNO EXOTIC INC., a California
11 Corporation; BASSERY INC., a California Corporation;
12 YEMEN WIRELESS INC., a California Corporation;
13 MOUNTAIN GIFT SHOP INC., a California
14 Corporation; BASS FUEL INC., a California
15 Corporation; SAM'S TEL, INC., a California
16 Corporation; DELAUERS INC., a California
17 Corporation; BASS AND SAM INC., a California
18 Corporation; FOG IT UP, a California Corporation

12 IT IS SO ORDERED:

15 Dated: 02/20/2025

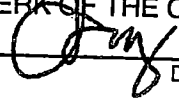
16 
17
18 JUDGE OF THE SUPERIOR COURT
19 Barbara Zuniga
20
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FILED

Superior Court of California
County of San Francisco

MAR 03 2025

CLERK OF THE COURT

BY:  Deputy Clerk

1 DAVID CHIU, State Bar #189542
City Attorney
2 YVONNE R. MERÉ, State Bar #173594
Chief Deputy City Attorney
3 WADE CHOW, State Bar #168527
Chief Attorney
4 MEGAN E. RYAN, State Bar #264922
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Facsimile: (415) 437-4644
8 E-Mail: wade.chow@sfcityatty.org
Attorneys for Plaintiffs
9 CITY AND COUNTY OF SAN FRANCISCO and
PEOPLE OF THE STATE OF CALIFORNIA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

UNLIMITED JURISDICTION

13 CITY AND COUNTY OF SAN
FRANCISCO, a Municipal Corporation; and
14 the PEOPLE OF THE STATE OF
CALIFORNIA, by and through David Chiu,
15 City Attorney for the City and County of San
Francisco,

16 Plaintiffs,

17 vs.

18 BASS GIFT SHOP SF, a California
19 Corporation; DIAMOND GIFT & SMOKE
SHOP, a California Corporation; BASSERTY
20 ALRIASHI, an individual; MUNEEER AL
OSFUR, an individual; BASS EXOTIC INC.,
21 a California Corporation; SAN BRUNO
EXOTIC INC., a California Corporation;
22 BASSERY INC., a California Corporation;
YEMEN WIRELESS INC., a California
23 Corporation; MOUNTAIN GIFT SHOP INC.,
a California Corporation; BASS FUEL INC., a
24 California Corporation; SAM'S TEL, INC., a
California Corporation; DELAUERS INC., a
25 California Corporation; BASS AND SAM
INC., a California Corporation; FOG IT UP, a
26 California Corporation; and DOE ONE
through DOE FIVE,

27 Defendants.
28

Case No. CGC-24-618016

[PROPOSED]
STIPULATED INJUNCTION

Date Action Filed: September 11, 2024
Trial Date: Not Yet Set

**[Exempt From Filing Fees
Government Code §6103]**

1 This Stipulated Injunction is the result of a negotiated compromise between Plaintiff PEOPLE
2 OF THE STATE OF CALIFORNIA ("PLAINTIFF") and Defendants BASSERTY ALRIASHI, an
3 individual; MUNEEER AL OSFUR, an individual; BASS EXOTIC INC., a California Corporation;
4 SAN BRUNO EXOTIC INC., a California Corporation; BASSERY INC., a California Corporation;
5 YEMEN WIRELESS INC., a California Corporation; MOUNTAIN GIFT SHOP INC., a California
6 Corporation; BASS FUEL INC., a California Corporation; SAM'S TEL, INC., a California
7 Corporation; DELAUERS INC., a California Corporation; BASS AND SAM INC., a California
8 Corporation; FOG IT UP, a California Corporation (jointly "DEFENDANTS") and was presented
9 before the above-captioned Court, the Honorable Barbara Zuniga,
10 presiding. PLAINTIFF was represented by their attorney DAVID CHIU, City Attorney, appearing
11 through Deputy City Attorneys Wade Chow and Megan Ryan. DEFENDANTS appeared through their
12 counsel Abdallah Ali from the Law Office of Josiah Young, PC.

13 PLAINTIFF and DEFENDANTS (collectively "PARTIES") having stipulated to the
14 provisions set forth herein, the Court having reviewed the provisions, the PARTIES having agreed to
15 the issuance of this Order, and good cause appearing:

16 The PARTIES agree that PLAINTIFF shall be entitled to present this stipulation for entry of an
17 order issuing an injunction ("INJUNCTION") to the San Francisco Superior Court through an *ex parte*
18 appearance with notice to DEFENDANTS' counsel and shall not be required to present any evidence
19 demonstrating the alleged violations of law that justify the issuance of the INJUNCTION.
20 DEFENDANTS agree they shall not contest the *ex parte* appearance, nor object to entry of the
21 INJUNCTION, and further agree that the INJUNCTION may be entered upon presentation to the
22 Court.

23 **IT IS HEREBY ORDERED, ADJUDGED, DECREED:**

24 **A. JURISDICTION**

25 The Court has jurisdiction over the subject matter and each of the PARTIES in this action. The
26 Court issues this Order pursuant to its authority under California Business and Professions Code
27 section 17203.
28

1 **B. PERSONS AND ENTITIES BOUND BY THE INJUNCTION**

2 The obligations arising out of this INJUNCTION shall rest with DEFENDANTS, jointly and
3 severally. The provisions of this INJUNCTION are applicable to the DEFENDANTS, their agents,
4 servants, employees, representatives, assigns, or successors and their agents, employees,
5 representatives, assigns, and successors, and to all persons who are acting in concert or participation
6 with them.

7 **C. INJUNCTIVE TERM.**

8 This INJUNCTION shall remain in effect for a period of sixty (60) months from the date that it
9 is signed into Order and filed with this Court ("INJUNCTIVE TERM"). The terms of this
10 INJUNCTION shall expire at the end of the INJUNCTIVE TERM unless extended or shortened by
11 mutual written agreement of the PARTIES or by further order of the Court.

12 **D. SCOPE OF INJUNCTION**

13 PLAINTIFF alleges that DEFENDANTS sell and offer for sale flavored tobacco products in
14 violation of California Health & Safety Code Section 104559.5(b)(1). By doing so, PLAINTIFF
15 alleges that DEFENDANTS engage in unlawful and unfair business practices in violation of Business
16 and Professions Code sections 17200 *et seq.*

17 IT IS HEREBY ORDERED that:

18 1. DEFENDANTS shall not sell or offer for sale flavored tobacco products in violation of
19 California Health & Safety Code Section 104559.5(b)(1).

20 2. DEFENDANTS surrender all illegal flavored tobacco products at their ten Bay Area
21 retail locations to the California Department of Tax and Fee Administration or local police station
22 within fifteen (15) days of the date of the Court's order.

23 3. Within five (5) days of surrendering all illegal flavored tobacco products at their ten
24 Bay Area retail locations to the California Department of Tax and Fee Administration or local police
25 station, DEFENDANTS shall file with the Court a sworn statement attesting that they have complied
26 with Section D (SCOPE OF INJUNCTION), Subsections 1-2, in their entirety.

27 4. DEFENDANTS shall ensure access to all areas of their retail businesses to inspectors
28 from the California Department of Tax and Fee Administration, California Department of Public

1 Health, any local public health agency, or any law enforcement agency. Inspections may be conducted
2 at random in a reasonable manner and at times that are reasonable under the circumstances, taking into
3 consideration the normal business hours of the place to be entered.

4 5. DEFENDANTS shall ensure the California Department of Public Health's Fact Sheet
5 regarding California's Flavored Tobacco Products Retail Law is displayed at all of DEFENDANTS'
6 retail businesses in a location readily visible to employees and patrons. The Fact Sheet is available at
7 <https://www.cdph.ca.gov/Programs/CCDPHP/DCDIC/CTCB/Pages/CAFlavorTobaccoLaw.aspx>.

8 **E. ENFORCEMENT**

9 Violation of this Order constitutes contempt of court. In the event that the Court determines
10 after hearing that DEFENDANTS, or any agent, officer, manager, representative, employee, heir,
11 assignee, member, associate, or affiliate of any defendant, or any other person or entity who is acting
12 in concert or participation with any DEFENDANTS or acting on the DEFENDANTS' behalf has
13 violated any of the terms of this Order:

14 1. Such individual or entity shall be liable for civil penalties of up to \$6,000 for each
15 violation of this Order, pursuant to Business and Professions Code section 17207.

16 2. Any fines, penalties, or other monetary relief imposed for violation of this Order shall
17 be in addition to any other relief or sanctions that the Court may order as a matter of law or equity,
18 including for the unlawful, unfair, and fraudulent business practices that occurred prior to entry of this
19 Order as the Court may find in adjudicating this case on the merits; and

20 3. The Court expressly reserves jurisdiction to take such further action as may be
21 necessary or appropriate to carry into effect the provisions of this Order.

22 **F. NO WAIVER OF RIGHT TO ENFORCE**

23 The failure of PLAINTIFF to enforce any provision of this INJUNCTION shall in no way be
24 deemed a waiver of such provision of in any way affect the validity of the INJUNCTION. The failure
25 of PLAINTIFF to enforce any such provision shall not preclude PLAINTIFF from later enforcing the
26 same or any other provision of this INJUNCTION. No oral advice, guidance, suggestion, or comments
27 by PLAINTIFF'S employees or officials regarding matters covered by this INJUNCTION shall be
28 construed to relieve any DEFENDANT of his or its obligations under this INJUNCTION.

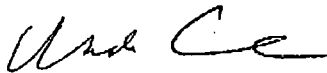
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G. AUTHORITY OF SIGNATORIES

Each PARTY and each person who signs this INJUNCTION on behalf of a PARTY covenants, represents and warrants that he or she possesses the necessary capacity and authority to sign and enter into this INJUNCTION on behalf of the PARTY for which he or she signs.

IT IS SO STIPULATED:

1 Dated: 02/20/2025


PEOPLE OF THE STATE OF CALIFORNIA
Plaintiff

2
3 Dated:
4 02/20/2025


BASSERTY ALRIASHI
Defendant

5
6 Dated:
7 02/20/2025


MUNEER AL OSFUR
Defendant

8
9 Dated:
10 02/20/2025


BASSERTY ALRIASHI For BASS EXOTIC INC.
Defendant

11 Dated:
12 02/20/2025


BASSERTY ALRIASHI For SAN BRUNO EXOTIC
INC.
Defendant

13
14
15 Dated:
16 02/20/2025


BASSERTY ALRIASHI For BASSERY INC.
Defendant

17 Dated:
18 02/20/2025


BASSERTY ALRIASHI For YEMEN WIRELESS INC.
Defendant

19
20 Dated:
21 02/20/2025


BASSERTY ALRIASHI For MOUNTAIN GIFT SHOP
INC.
Defendant

22
23 Dated:
24 02/20/2025


BASSERTY ALRIASHI For BASS FUEL INC.
Defendant

25
26 Dated:
27 02/20/2025


BASSERTY ALRIASHI For SAM'S TEL, INC.

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Defendant

Dated:
02/20/2025


BASSERTY ALRIASHI For DELAUERS INC.
Defendant

Dated:
02/20/2025


BASSERTY ALRIASHI For BASS AND SAM INC.
Defendant

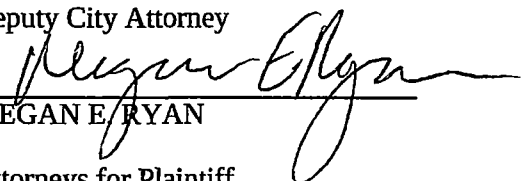
Dated:
02/20/2025


MUNEER AL OSFUR For FOG IT UP
Defendant

Approved as to form:

Dated: 2-20-25

DAVID CHIU
City Attorney
YVONNE R. MERÉ
Chief Deputy City Attorney
WADE CHOW
Chief Attorney
Code Enforcement Team
MEGAN E. RYAN
Deputy City Attorney

By: 
MEGAN E. RYAN

Attorneys for Plaintiff
PEOPLE OF THE STATE OF CALIFORNIA

1 Dated: 02/20/2025

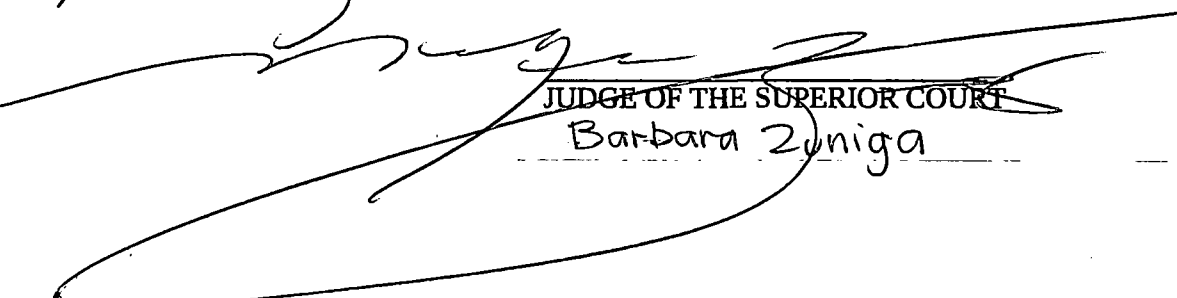
2 ABDALLAH ALI
3 THE LAW OFFICES OF JOSIAH YOUNG, P.C.

4 By: Abdallah Ali

5 Attorneys For DEFENDANTS BASSERTY ALRIASHI,
6 an individual; MUNEEER AL OSFUR, an individual;
7 BASS EXOTIC INC., a California Corporation; SAN
8 BRUNO EXOTIC INC., a California Corporation;
9 BASSERY INC., a California Corporation; YEMEN
10 WIRELESS INC., a California Corporation;
11 MOUNTAIN GIFT SHOP INC., a California
12 Corporation; BASS FUEL INC., a California
13 Corporation; SAM'S TEL, INC., a California
14 Corporation; DELAUERS INC., a California
15 Corporation; BASS AND SAM INC., a California
16 Corporation; FOG IT UP, a California Corporation

11 IT IS SO ORDERED:

14 Dated: 

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17 JUDGE OF THE SUPERIOR COURT

18 Barbara Zuniga
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