

NO FEE DUE  
GOV'T CODE § 6103

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**FILED**  
Superior Court of California  
County of Los Angeles  
10/13/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: A. Morales Deputy

6 Attorneys for Plaintiff

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT**  
10

11 THE PEOPLE OF THE STATE OF  
12 CALIFORNIA, by and through DAWYN  
HARRISON, ACTING COUNTY COUNSEL  
13 for the COUNTY OF LOS ANGELES,

14 Plaintiff,

15 v.

16 INVENTEL.TV, LLC, a New Jersey Limited  
Liability Corporation; and YASIR H.  
17 ABDUL, an individual also known as ABDUL  
YASIR, YASSER ABDUL, ABDULLAH  
18 YASSIR, and/or YASSIR ABDUL,

19 Defendants.  
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CASE NO. 22STCV33058

~~Proposed~~ **FINAL JUDGMENT  
PURSUANT TO STIPULATION**

Assigned to the Hon. Name, Dept. #

DATE:

TIME:

*[Filed Concurrently with Stipulation for Entry  
of Final Judgment]*

21 Plaintiff, the People of the State of California, appears by and through its attorney, Dawyn  
22 R. Harrison, Acting County Counsel of Los Angeles County, by Jennifer Malone, Senior Deputy  
23 County Counsel (hereinafter referred to as "**the People**"). Defendants, INVENTEL.TV, LLC, a  
24 New Jersey Limited Liability Corporation; YASIR H. ABDUL, an individual also known as  
25 ABDUL YASIR, YASSER ABDUL, ABDULLAH YASSIR, and/or YASSIR ABDUL,  
26 (hereinafter referred to as "**Defendants**") appear through their attorney, Jeffrey Moscot, Esq.  
27 Defendants and the People shall hereinafter collectively be referred to as the "**Parties**."  
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1 It appears to the Court that the Parties hereto have stipulated and consented to the entry of  
2 this Final Judgment Pursuant to Stipulation ("Final Judgment") without the taking of proof and  
3 without this Final Judgment constituting evidence or an admission by the Defendants regarding  
4 any issue of fact alleged in the Complaint. The Parties have agreed that this Final Judgment shall  
5 not be used in any action or proceeding as evidence of an admission by the Defendants of any  
6 wrongdoing or liability or of any fact alleged in the Complaint. The Court having considered the  
7 matter and the pleadings, and good cause appearing therefore,

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

9 1. The Final Judgment has been reviewed by this Court and is found to have been  
10 entered in good faith and to be, in all respects, just, reasonable, equitable and adequate to protect  
11 the public from the conduct alleged in the Complaint.

12 2. Unless otherwise stated, all obligations imposed upon Defendants by the terms of  
13 this Final Judgment are ordered pursuant to Sections 17500 and 17535 of the California Business  
14 & Professions Code.

15 3. The parties waive the right to appeal this Final Judgment both as to form and  
16 content.

17 **JURISDICTION**

18 4. This civil enforcement action is brought in the public interest under the laws of the  
19 State of California. The Parties agree that the Los Angeles Superior Court ("Court") has  
20 jurisdiction of the subject matter hereof and of the Parties hereto.

21 **APPLICABILITY**

22 5. This Final Judgment is applicable to Defendants, InvenTel.tv, LLC, a New Jersey  
23 Limited Liability Corporation, with its principal place of business at 200 Forge Way, Unit 1,  
24 Rockaway, NJ 07866; and Yasir H. Abdul, an individual also known as Abdul Yasir, Yasser  
25 Abdul, Abdullah Yassir, and/or Yassir Abdul, and to their agents, servants, employees,  
26 representatives, officers, directors, managers, subsidiaries, successors and assigns, and to any and  
27 all persons, employees, corporations, and other entities who are acting in concert or participating  
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1 with the Defendants, with actual or constructive notice of this judgment (hereinafter referred to  
2 collectively as "Defendants.")

3 6. Nothing in this Final Judgment shall excuse the Defendants from meeting any more  
4 stringent requirements which may be imposed hereinafter by changes in applicable and legally  
5 binding legislation, regulations, ordinances and/or permits.

6 **DEFINITIONS**

7 7. The following Definitions apply in the context of this Final Judgment:

- 8 A. "PERSONAL PROTECTIVE EQUIPMENT" means a mask or other  
9 protective facial covering designed to filter air for an individual, including,  
10 but not limited to, the "Zero Germ KN95" or the "Zero Germ Mask."  
11 B. "COMPETENT AND RELIABLE SCIENTIFIC EVIDENCE" means tests,  
12 analyses, research, studies, or other evidence based upon the expertise of  
13 professionals in the relevant area, that have been conducted and evaluated in  
14 an objective manner by persons qualified to do so, using procedures  
15 generally accepted in the scientific community to yield accurate and reliable  
16 results.  
17 C. "DCBA" means the Los Angeles County Department of Consumer and  
18 Business Affairs.  
19 D. "APPLICABLE TIME PERIOD" means on or between May 1, 2020,  
20 through March 31, 2021.  
21 E. "CALIFORNIA CONSUMER" is a consumer who purchased Defendants'  
22 PERSONAL PROTECTIVE EQUIPMENT within the state of California  
23 within the APPLICABLE TIME PERIOD.  
24 F. "ELIGIBLE CONSUMER" means a consumer who:  
25 i. Purchased PERSONAL PROTECTIVE EQUIPMENT from  
26 Defendants; and  
27 ii. Registers with the DCBA within 180 days of the date of execution  
28 of this Final Judgment to receive a pro-rata share of restitution.

1 G. "RESTITUTION REGISTRATION PERIOD" is 180 days from the  
2 execution of the Final Judgment, within which CALIFORNIA  
3 CONSUMERS may register with DCBA to become ELIGIBLE  
4 CONSUMERS for restitution.

5 **PERMANENT INJUNCTION**

6 8. Defendants shall be and are hereby permanently enjoined and restrained, pursuant  
7 to Business and Professions Code §§17500 and 17535, from doing, directly or indirectly, any of  
8 the following within the State of California:

9 A. Making and/or disseminating any claim or representation, including but not  
10 limited to the following, either directly or indirectly, that any PERSONAL  
11 PROTECTIVE EQUIPMENT:

- 12 i. Provides "95% bacteria filtration efficiency on 0.3 microns or  
13 larger;"
- 14 ii. Is an "FDA compliant 5-Layer construction," that protects from  
15 viruses;
- 16 iii. Is fiberglass free for "itch-free use;"
- 17 iv. Is "air absorbent," with "high particle filtration capacity;"
- 18 v. Is "FDA Compliant;"
- 19 vi. "Zero Germ FDA Compliant Protective KN95 Face Masks Are  
20 Made From 5 Layers of Easy to Breath Non-Woven Material With  
21 A Bacterial Filtration Efficiency Greater than 95%;"
- 22 vii. "Blocks Airborne Particles From Entering Your Mouth And Nose,  
23 While Still Allowing Respiration Through the Microscopically  
24 Porous Membrane;"
- 25 viii. Protects "from viruses, pollen, bacteria, and other airborne hazards;"
- 26 ix. Provides "95% Bacteria Filtration;"
- 27 x. Is "Hypoallergenic;"
- 28 xi. "Provides at least 95% Filtration Efficiency;"



11. Defendants shall pay civil penalties in the amount of Fifty Thousand Dollars (\$50,000.00) pursuant to Business & Professions Code §17536, to the County of Los Angeles, as follows:

- A. One thousand dollars (\$1,000.00) of this civil penalty amount shall be payable upon signing of the Final Judgment, and delivered to the address specified in Paragraph 11(C) below.
- B. Payment of the remaining Forty Nine Thousand Dollars (\$49,000.00) in civil penalties shall be stayed ("Stayed Civil Penalties") pending completion of full payment of Restitution as outlined in Paragraph 12 below.
- C. Failure to comply with the Restitution Payment Schedule outlined in Paragraph 12 will result in the total Stayed Civil Penalties amount becoming immediately due and payable. Any Stayed Civil Penalties payments shall be made payable to The County of Los Angeles, and delivered to:

Office of the Los Angeles County Counsel  
Affirmative Litigation and Consumer Protection Division  
500 West Temple St.  
Los Angeles, CA 90012

## RESTITUTION

12. Restitution in the total amount of Fifty Two Thousand, Nine Hundred and Seventy Five Dollars (\$52,975.00) shall be payable to California consumers as follows:

- A. Five Thousand Dollars (\$5,000.00) upon signing of the Final Judgment, payable to the County of Los Angeles, Attention Department of Consumer & Business Affairs (DCBA).
- B. The balance of the Restitution, a total of Forty Seven Thousand, Nine Hundred and Seventy Five Dollars (\$47,975.00) shall be payable in 24 equal installments of One Thousand, Nine Hundred Ninety Eight Dollars and Ninety Six Cents (\$1,998.96) beginning on the first day of the month

1 following the date of execution of the Final Judgment. Payments shall be  
2 made to:

3 County of Los Angeles  
4 Department of Consumer & Business Affairs  
5 320 West Temple St., Room G-10  
6 Los Angeles, CA 90012

7 C. Payments are due on the first of each month. If a payment is not received by  
8 the tenth day of the month in which it is due:

- 9 i. The whole remaining restitution amount will become immediately  
10 due and payable; and  
11 ii. All Stayed Civil Penalties described above in paragraph 11 will  
12 become immediately due and payable.  
13 iii. However, Defendants will first be given a five business day Notice  
14 and opportunity to cure the default within the five business days.  
15 Defendants will be notified of the five business day Notice by email  
16 to Yasir@inventel.tv and Jeff@inventel.tv prior to paragraphs  
17 12(C)(i) and 12(C)(ii) being imposed.

18 D. Restitution to consumers will be administered by the Los Angeles County  
19 Department of Consumer & Business Affairs (DCBA) as follows:

- 20 i. Prior to signing the Final Judgment, Defendants shall:  
21 a. Provide a full list of names and contact information for all  
22 CALIFORNIA PURCHASERS who purchased masks from  
23 InvenTel to Los Angeles County Counsel, Affirmative  
24 Litigation & Consumer Protection Division, Attention  
25 Dawnielle Moreno, and to the Los Angeles County  
26 Department of Consumer & Business Affairs, Attention  
27 Janet Godoy. This information will be transmitted via email  
28 to dmoreno@counsel.lacounty.gov and  
Investigations@dcba.lacounty.gov, and by mail to the named

1 Departments and contacts at 320 West Temple, Room G-10,  
2 Los Angeles, CA 90012.

3 b. Email or send correspondence by U.S. mail to all  
4 CALIFORNIA PURCHASERS to alert them that they are 1)  
5 entitled to a refund of the mask costs and 2) to provide  
6 instructions on how to register with DCBA. DCBA is to be  
7 copied on these email transmissions at  
8 Investigations@dcba.lacounty.gov and will receive copies of  
9 U.S. Mail correspondence. The draft of this communication  
10 shall be approved by the Parties and finalized prior to the  
11 signing of the Final Judgment.

12 c. Certify under penalty of perjury in an affidavit that the list is  
13 a true, correct and comprehensive list of all CALIFORNIA  
14 PURCHASERS of Defendants' PERSONAL PROTECTIVE  
15 EQUIPMENT, and that emails or correspondence by U.S.  
16 mail with the information described in paragraph 12(D)(i)(b)  
17 above have been sent to all CALIFORNIA PURCHASERS  
18 on the list. This affidavit must be provided to the People via  
19 email no later than ten days prior to the signing of Final  
20 Judgment. This affidavit shall be transmitted via email to  
21 dmoreno@counsel.lacounty.gov.

22 ii. Defendants shall send a second email or correspondence by U.S. mail  
23 to the list identified in subparagraph (i). above approximately 80-100  
24 days from the date of the first communication, again alerting the  
25 CALIFORNIA PURCHASERS they are eligible for a refund for their  
26 Inventel PERSONAL PROTECTIVE EQUIPMENT purchase.  
27 Defendants shall copy DCBA on this email or copy of U.S. Mail  
28 correspondence and provide an affidavit certifying the communication

1 has been sent to the list of CALIFORNIA PURCHASERS, as described  
2 in Paragraph 12(D)(i)(c) above.

- 3 iii. CALIFORNIA PURCHASERS shall have 180 days from the date of  
4 execution of the Final Judgment to register with DCBA to become  
5 ELIGIBLE CONSUMERS.
- 6 iv. Once the pool of ELIGIBLE CONSUMERS has been determined by  
7 the Department of Consumer & Business Affairs, each ELIGIBLE  
8 CONSUMER shall receive a pro rata share of the total restitution  
9 amount to be determined and administered by DCBA. DCBA will mail  
10 these checks no later than 180 days from the close of the  
11 RESTITUTION REGISTRATION PERIOD.
- 12 v. On the first of the month following the restitution payment period,  
13 twenty-six months following the date of the execution of the Final  
14 Judgment DCBA shall assess whether any unclaimed restitution funds  
15 remain. Any remaining unclaimed funds as of this date shall revert to  
16 civil penalties. DCBA shall determine any final unclaimed reversion  
17 amount, and deliver a check payable to the County of Los Angeles in  
18 that amount to the following address:  
19 Office of the Los Angeles County Counsel  
20 Affirmative Litigation and Consumer Protection Division  
21 500 West Temple St.  
22 Los Angeles, CA 90012

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24 **COMPLIANCE**

25 13. For the purpose of securing compliance with the terms of this Final Judgment,  
26 Defendants are hereby ordered and mandated to do all of the following:  
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- A. Create, maintain and make available to any representative of the People for inspection and copying, within fifteen (15) days of any written request to do so, the following:
- i. A file that contains all COMPETENT AND RELIABLE SCIENTIFIC EVIDENCE for the types of claims described in Paragraph 8, above, made and/or disseminated by Defendants. Each item of COMPETENT AND RELIABLE SCIENTIFIC EVIDENCE shall contain the date of its inclusion in this file, and shall be maintained for at least five (5) years from the date of its inclusion in this file.
  - ii. A file that contains all tests, reports, studies, surveys, demonstrations, information or other evidence in Defendant's possession or control that contradict, qualify or call into question any claim or representation made and/or disseminated for any of Defendant's PERSONAL PROTECTIVE EQUIPMENT, or that contradict, qualify or call into question the basis upon which Defendant relied on such claim or representation, including but not limited to complaints from consumers and complaints or inquiries from governmental organizations. For each such item, the date of its inclusion in the file shall be noted, and such item shall be maintained for at least five (5) years from the date of its inclusion in file.
- B. Within fifteen (15) days of the date of the filing of this Final Judgment, Defendants shall provide representatives of the People with a list identifying the names and contact information of Defendants' current principals, officers, directors and managers, affiliates, subsidiaries, and all personnel, agents and representatives having sales, advertising or policy responsibility with respect to the subject matter of this Final Judgment.

1 C. Within thirty (30) days of the date of the filing of this Final Judgment,  
2 Defendants shall provide a copy of this Final Judgment to each of their current principals, officers,  
3 directors and managers, affiliates, subsidiaries and to all personnel, agents and representatives  
4 having sales, advertising or policy responsibility with respect to the subject matter of this Final  
5 Judgment.

6 D. Defendants shall provide a copy of this Final Judgment to each of its future  
7 principals, officers, directors and managers, future affiliates, future subsidiaries, and to all future  
8 personnel, agents and representatives having sales, advertising or policy responsibility with  
9 respect to the subject matter of this judgment within ten (10) days after the person commences his  
10 or her responsibilities.

11 E. Defendants shall obtain from each person who is provided a copy of this  
12 Final Judgment pursuant to the terms of subparagraphs C or D, above, a legible signed written  
13 acknowledgment indicating that such person received a copy of this Final Judgment, that he/she  
14 read it, understood its terms, and agreed to fully abide by all of its terms.

15 F. Defendants shall maintain and, upon request, make each or all legible signed  
16 written acknowledgments as required by subparagraph E, above, available to representatives of the  
17 People for inspection and copying within fifteen (15) days of receipt of a written request.

18 **JURISDICTION RETAINED**

19 Jurisdiction is retained for the purposes of enabling any party to this Final Judgment to  
20 apply to the Court, at any time, for such order or directions as may be necessary or appropriate for  
21 the construction of or carrying out of this Final Judgment, including the modification and  
22 enforcement of any of the injunctive provisions.

23 **EFFECT AND ENTRY**

24 This Final Judgment shall take effect immediately upon entry.  
25 JUDGMENT IS HEREBY ENTERED:

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DATED: 10/13/2022 \_\_\_\_\_



A handwritten signature in black ink, appearing to read "Lawrence P. Riff", is written over a horizontal line.

By \_\_\_\_\_  
Lawrence P. Riff / Judge  
Honorable  
Judge, Los Angeles Superior Court