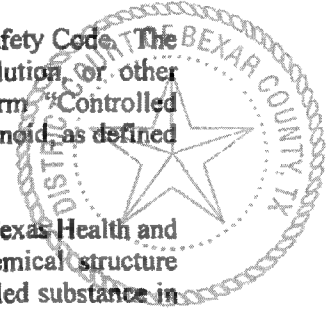


or 4, as defined in Chapter 481 of the Texas Health and Safety Code. The term includes the aggregate weight of any mixture, solution, or other substance containing a Controlled Substance. The term "Controlled Substance" also specifically includes any synthetic cannabinoid, as defined in § 481.1031 of the Texas Health and Safety Code.



- e. **"Controlled Substance Analogue"** means, as defined in Texas Health and Safety Code § 481.002(6), (A) a substance with a chemical structure substantially similar to the chemical structure of a controlled substance in Schedule I or II or Penalty Group 1, 1-A, 2, or 2A, as defined in Chapter 481 of the Texas Health and Safety Code; or (B) a substance specifically designed to produce an effect substantially similar to, or greater than, the effect of a controlled substance in Schedule I or II or Penalty Group 1, 1-A, 2 or 2-A, as defined in Chapter 481 of the Texas Health and Safety Code.
- f. **"Ingestible Product"** means a product, other than tobacco, that is intended to be inhaled.

II. FINDINGS

3. **Findings.** The Court, upon having read the pleadings, the stipulations of the Parties, and after being fully advised in this matter, finds as follows:

- a. The Court finds that the Parties agree to the entry of this Agreed Judgment and have approved its entry by their duly authorized signatures below.
- b. The Court has jurisdiction over the Parties and subject matter of this suit and venue is proper.

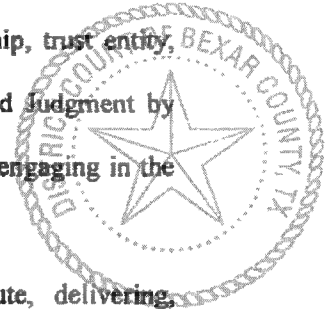
4. Based on these findings, and having heard and considered the representations made by the Parties, the Court finds that there is good cause to issue a permanent injunction and grant all other relief as set forth in this Agreed Judgment.

III. PERMANENT INJUNCTION

5. **IT IS HEREBY ORDERED** that, pursuant to § 17.47 of the Texas Deceptive Trade Practices-Consumer Protection Act and Chapter 125 of the Texas Civil Practice and Remedies Code, the Defendant and his officers, representatives, agents, servants, employees, successors and assigns, and any other person or entity in active concert or participation with

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them—whether acting directly or through any corporation, company, partnership, trust entity, subsidiary, division, or other device—who receive actual notice of this Agreed Judgment by personal service or otherwise—are hereby PERMANENTLY ENJOINED from engaging in the following conduct effective immediately:



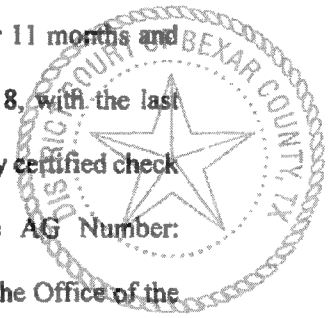
- a. Selling, offering for sale, distributing, offering to distribute, delivering, transferring, holding, storing, possessing, purchasing, or offering to purchase any i) Controlled Substance, Controlled Substance Analogue, Illicit Synthetic Drug, or Dangerous Drug or ii) Ingestible Product or Herbal Incense containing a Controlled Substance, Controlled Substance Analogue, Illicit Synthetic Drug, or Dangerous Drug;
- b. Manufacturing, purchasing, distributing, delivering, offering for sale, holding, selling, or giving away any products containing controlled substances or synthetic cannabinoids, including but not limited to synthetic substances containing 5F-AKB48, MMB-FUBINACA, 5-fluoro AMB, XLR-11, AB-PINACA, 5-fluoro ADB, and AB-CHMINACA;
- c. Offering for sale or selling products intended to serve as alternatives to controlled substances to stimulate, sedate, or cause hallucinations or euphoria when introduced into the body, such as through inhalation or ingestion;
- d. Offering for sale or selling products that are false, misleading, or deceptive because the labeling lacks the name and address of the manufacturer, packer or distributor, the ingredients, the net quantity of contents in terms of weight or mass in both pound and metric units; and a statement of the identity of the commodity;
- e. Causing confusion or misunderstanding as to the source, sponsorship, approval, or certification of goods by advertising, offering to sell, or selling any products with synthetic substances that mimic the effects of controlled substances; and
- f. Failing to provide a copy of any AFJPI to all employees and agents of Defendant as soon as reasonably practical and obtain a signed receipt that the employees and agents have read and understood its terms.

IV. MONETARY RELIEF

6. **IT IS FURTHER ORDERED** that the State of Texas shall have judgment against Sung Kyu Choe d/b/a Stop By Mart in the total amount as follows: Twenty Thousand Dollars (\$20,000) for attorneys' fees and costs and Thirty Thousand Dollars (\$30,000) for civil penalties.

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Choe shall make equal monthly payments of \$4,166.00 to the State of Texas for 11 months and the final payment of \$4,174.00. Such payment shall begin on February 1, 2018, with the last payment being made on or before January 1, 2019. Each payment is to be made by certified check or wire transfer, payable to the "State of Texas," bearing the reference AG Number: CX440703711. If not by wire transfer, payment is to be delivered or mailed to the Office of the Attorney General, ATTN: Accounting Division, P.O. Box 12548, MC-003, Austin, Texas 78711.



V. DEFAULT

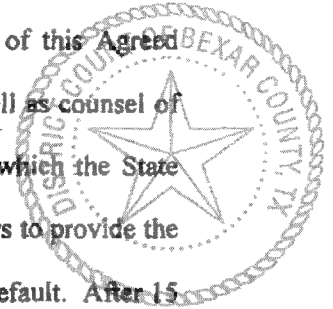
7. **Default.** Any Defendant will be in default of this Agreed Judgment if that Defendant is found by this Court to be in violation of Section III of this Agreed Judgment.

8. **Remedies.** In the case of default of this Agreed Judgment by the Defendant, Plaintiff's right to enforce this Agreed Judgment is in addition to, and not in lieu of, any other civil or criminal remedies as may be provided by law, including but not limited to civil or criminal contempt proceeding, or any other proceeding the State may initiate.

9. In addition, upon a determination by the Court that a default as specified in paragraph 7 of this Agreed Judgment has occurred, Defendant consents to and stipulates that such a determination shall have the full effect of a judgment in favor of Plaintiff under Texas Civil Practice and Remedies Code § 125.002(e) and the date of such a determination shall serve as the date of a judgment under same, and, accordingly, the court shall order the retail store location(s), facility(ies), or business location(s) where the violation(s) occurred be closed for a period of one year after the date of such determination, pursuant of Texas Civil Practice and Remedies Code § 125.002(e), and the Court may order any other relief available under Chapter 125 of the Texas Civil Practice and Remedies Code, § 17.47 of the Texas Business and Commerce Code, or other applicable Texas law.

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10. **Notice.** If the State believes that the Defendant is in default of this Agreed Judgment as specified in paragraph 7, the State shall provide Defendant, as well as counsel of record for said individuals or entities, written notice of the circumstances of which the State believes constitutes a default. The Defendant will have fifteen (15) calendar days to provide the State with written documentation that no such default occurred or to cure such default. After 15 calendar days, the State in its sole discretion may elect to proceed with enforcement of this Agreed Judgment or any other remedy legally available.



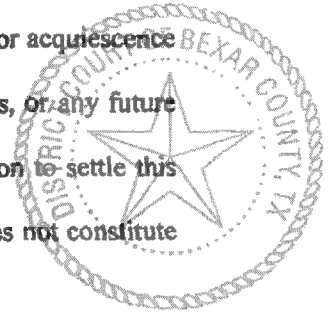
11. **Copy to Employees.** Defendant shall provide a copy of this Agreed Judgment to all current and future employees, independent contractors or volunteers who work at or any retail stores owned by or operated by SUNG KYU CHOE d/b/a STOP BY MART.

12. **Determination.** If Plaintiff files a contempt proceeding or initiates any other legal proceeding, and the findings of fact resulting from any such proceeding reflect that the Court has determined that a Defendant has violated one or more terms of this Agreed Judgment, such determination shall constitute a finding that said Defendant is in default of this Agreed Judgment. This does not waive Defendant's rights of appeal from any contempt proceeding.

VI. GENERAL PROVISIONS

13. **Enforcement.** The State may institute an action or proceeding to enforce the terms and provisions of this AFJPI or to take action based on future conduct by the Defendant. Jurisdiction is retained for the purpose of enabling any party to this Agreed Judgment to apply to this Court at any time for such further orders and directions as may be necessary or appropriate for the construction or carrying out of this AFJPI, for the enforcement and compliance herewith, and for the pursuit of the appropriate remedies for violations hereof.

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18. **Past and Future Practices.** Nothing herein constitutes approval or acquiescence by the State of Defendant's past practices, current efforts to reform his practices, or any future practices which Defendant may adopt or consider adopting. The State's decision to settle this matter or to otherwise unilaterally limit current or future enforcement action does not constitute approval or imply authorization for any past, present, or future business practice.

19. **Modification.** This Agreed Judgment may be modified only by written agreement signed by authorized representatives of the Attorney General's Office or by signed order of the Court.

20. **Notice.** All notices required by this Agreed Judgment shall be sent by certified or registered mail, return receipt requested, postage prepaid, fax, or by hand delivery to:

If to the STATE: Karyn A. Meinke
 Assistant Attorney General
 Consumer Protection Division
 San Antonio Regional Office
 112 E. Pecan Street, Suite 735
 San Antonio, Texas 78205
 Telephone: (210) 225-4191
 Facsimile: (210) 225-1075

If to DEFENDANT: Adam Kobs
 Law Office of Adam Kobs
 310 South Saint Mary's, Suite 1920
 San Antonio, Texas 78205
 Telephone: (210) 223-4177
 Facsimile: (210) 223-4188

22. **Effective Date.** The effective date of this Agreed Judgment is the date signed by the Court.

23. **Finality.** After signing by the Court, this Agreed Judgment constitutes a final judgment and is not appealable. All relief not expressly granted herein is denied.

SIGNED this 11th day of January, 2018.

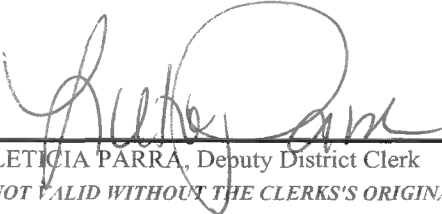
ORIGINAL FOR COURT

CERTIFIED COPY CERTIFICATE STATE OF TEXAS
I, DONNA KAY MCKINNEY, BEXAR COUNTY DISTRICT
CLERK, CERTIFY THAT THE FOREGOING IS A TRUE
AND CORRECT COPY OF THE ORIGINAL RECORD AS
INDICATED BY THE VOLUME, PAGE AND COURT ON
SAID DOCUMENT. WITNESSED MY OFFICIAL HAND
AND SEAL OF OFFICE ON THIS:



January 11, 2018

**DONNA KAY MCKINNEY
BEXAR COUNTY, TEXAS**

By: 
LETICIA PARRA, Deputy District Clerk
(NOT VALID WITHOUT THE CLERKS'S ORIGINAL SIGNATURE.)