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Article

Accepted Version

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(2014) Unwriting food labels: discursive challenges in the regulation of package claims. *Journal of Business and Technical Communication*, 28 (4). pp. 477-508. ISSN 1552-4574 doi: <https://doi.org/10.1177/1050651914536186>
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To link to this article DOI: <http://dx.doi.org/10.1177/1050651914536186>

Publisher: Sage

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Unwriting Food Labels:
Discursive challenges in the regulation of package claims

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Abstract

This article examines the challenges resulting from the regulation of written discourse on food packages. It uses as a case study Hong Kong's strict new food labeling law that requires distributors and retailers to remove certain nutritional claims from packages of imported food before they sell them. This practice of redacting unlawful text on packages requires that distributors and retailers engage in complex processes of discursive reasoning, and it sometimes results in packages that are difficult for customers to interpret. The case study highlights a number of important issues in the regulation of commercial texts concerning collaboration, intertextuality and the conflicts that can arise when the principals, authors and animators of such texts have different agendas.

Keywords

collaborative writing, commercial discourse, food labeling, intertextuality, regulations

At first glance, the box of Newman's Own Microwave Popcorn purchased at a major supermarket chain in Hong Kong seems unremarkable. On the front of the package, Paul Newman smiles benignly, his face ringed by an old-fashioned movie marquee with the words "All Natural" and "All Profits to Charity" on either side of him. But when you turn the box over, the following text appears:

Top-of-The-Crop

Taste [REDACTED]

[REDACTED] No

Hydrogenated Oils!

It's our great,

crispy, fresh tasting

popcorn [REDACTED]

[REDACTED] and

hydrogenated oils.¹

Before portions of this text were blacked out, it read like this:

Top-of-The-Crop

Taste. No

Trans Fats. No

¹ The original text reads:

Hydrogenated Oils!

It's our great,

crispy, fresh tasting

popcorn without

the trans fats and

hydrogenated oils.

The 'blacked out' sections of the text are not a printing error. They are the result of a strict new food-labeling law in Hong Kong that passed in 2008 and went into effect in 2010 (Government of Hong Kong, 2008). The law imposes strict restrictions on claims regarding nutritional content (e.g. "low fat"), and health benefits (e.g. "heart healthy") that can appear on food packages. Because Hong Kong is a relatively small market, most foreign manufacturers are not willing to print special packages to comply with Hong Kong law. Consequently, local distributors and retailers must alter foreign food packages before they go on sale, redacting unlawful claims and affixing nutritional labels that are compliant with Hong Kong law. This process of "unwriting" results in texts like the one from the Newman's Own Popcorn box reproduced above. Not surprisingly, such texts present challenges both to those responsible for "unwriting" food labels, and for customers who must interpret these altered messages.

In this article, I examine the challenges associated with the regulation of written discourse on food packages, using Hong Kong's new food-labeling law as a case study. I explain how the practice of redacting unlawful text on packages requires distributors and retailers to engage in complex processes of discursive reasoning, and how this practice

sometimes results in packages that are difficult for customers to interpret. This case study serves to highlight a number of fundamental issues concerning the regulation of business and technical communication -- issues relating to the complex webs of intertextuality that text producers and consumers must navigate in order to comply with regulations or make sense of regulated texts and issues surrounding the conflicts that can arise when those responsible for producing texts, regulating them, altering them to conform to regulations, and interpreting them in order to make purchasing decisions bring to these tasks different discursive resources and expectations about what constitutes a successful text.

Before discussing my findings, I will present a theoretical discussion on intertextuality in regulatory discourse from the perspectives of discourse analysis and professional communication studies, after which I will explain my methods for collecting and analyzing the data.

Intertextuality in commercial and regulatory discourse

Over the past three decades there has been considerable interest in the way everyday functional texts such as operation manuals (Duffy, Post & Smith, 1987), product instructions (Murcia-Bielsa & Delin, 2001), and advertisements (Marsh, 2007) are written, particularly in the way such writing often involves collaboration among people from different discourse communities (see e.g. Mirel, Feinberg & Allmendinger, 1995; Palmeri, 2004). Such interprofessional collaborative writing occurs not just within organizations, but also across organizations, and it sometimes involves certain participants taking the role not of as regulators rather than co-producers of texts, imposing rules and constraints regarding how texts can be written. An obvious example

is the role that government agencies play in limiting the kinds of claims that can be made in advertisements or on product packages. Texts resulting from such interprofessional collaboration are inevitably intertextual or, as Bakhtin (1981) would put it, heteroglossic, containing, either explicitly or implicitly, the voices of the different discourse communities involved in producing them. In the case of regulated texts, these voices can be heard not just in what is written, but also in what is unwritten, what has been left out.

Commercial food packages are excellent examples of such heteroglossic texts, because they typically involve multiple collaborators including marketers, graphic designers, scientists, legislators, regulatory bodies, lawyers, and certification boards, who all bring to these texts different agendas and different criteria for what information should or should not be included. These criteria are linked to a host of other texts — or intertexts (Witte, 1992) -- that are also multiply authored such as marketing plans, government regulations, legal briefs, guidance notes and laboratory reports.

Just as the discursive processes that go into producing food packages are complex, so are the processes involved in interpreting them: Confronted with regulated texts, customers must determine which information is relevant to their purposes, make meaningful connections between different pieces of information, and make inferences about information that is not provided, while referring to their own canons of intertexts, which may include shopping lists, recipes, media reports, and advice from their doctors. Partly because of the difficulties that regulators, manufacturers and customers face in navigating these complex webs of intertextuality, regulations governing food package discourse have had mixed effects.

Studies of consumer behavior have revealed that although most customers think

information on food packages should be regulated, few actually understand these regulations (Balasubramanian & Cole, 2002; Campos, Doxey & Hammond, 2011; Cowburn & Stockley, 2005; Shine, O'Reilly & O'Sullivan, 1997), and despite the proliferation of increasingly detailed regulations regarding health and content claims, manufacturers have come up with increasingly inventive ways to subvert regulations by making claims indirectly (Jones, 2013; Silverglade & Heller, 2010). Regulatory discourse often seems aimed at a certain idealized reader (with a certain level of literacy, and a certain level of knowledge about health, nutrition, and the law) in a certain idealized reading situation (one unaffected by time constraints, budgetary considerations, and the demands of screaming children). It also tends to assume an idealized, monologic view of discourse, ignoring how the meaning of a text is often derived not just of what it says, but also from how it interacts with multiple other texts. Information on food packages, however, is rarely read under such ideal conditions. Package information is not simply transferred to consumers; it is “actively constructed and reinterpreted” by them in relation to various canons of intertexts in ways that can be hard for regulators or manufacturers to anticipate (Eden, 2011, p. 181).

Most discussions of intertextuality in scholarly disciplines such as linguistics and cultural studies begin with Kristeva's (1986) definition of a text as “a mosaic of quotations... the absorption and transformation of [other texts], which depends for its meaning on the web of intertextuality in which it exists” Of course Kristeva was not the first to view texts in this manner; Before her Bakhtin (1981) advanced the view that all texts are dialogic and heteroglossic, “uttered in multiple voices in response to multiple voices and in anticipation of polyvocal responses” (Scollon, Tsang, Lee, Yung & Jones,

1998, p. 228). Over the years, discourse analysts have formulated various systematic methods for detecting these voices through the identification of particular linguistic features in texts (see e.g. Bhatia, 2004; Fairclough, 1992). While these efforts have been, in many ways, enormously fruitful, they also represent a potentially limited view of intertextuality, one that approaches it as a property of texts, rather than a process in which text producers and text consumers engage. Even Fairclough (1992), who explicitly characterized intertextuality as a discourse process, focused more on how intertextuality is instantiated in texts than on how it is carried out in the world.

Studies of professional communication have also focused on the text in analyzing intertextuality. Devitt (1991), for example, in her seminal study of intertextuality in an accounting firm, defined intertextuality in terms of “how texts interact” rather than how people interact around texts. In nearly all her descriptions of the phenomenon, texts, not the people who produce and consume them, are afforded agency:

These texts...interact within the community. They form a complex network of interaction, a structured set of relationships among texts...texts refer to one another, draw from one another, create the purpose for one another. These texts and their interaction are so integral to the community's work that they essentially constitute and govern the tax accounting community, defining and reflecting that community's epistemology and values. (pp. 336-337)

While Devitt's analysis dramatically highlights the importance of intertextuality in helping to organize and regulate this professional community's day to day actions and interactions of members of this professional community, assigning agency for these actions to texts rather than to the people who create and sustain these webs of

intertextuality has consequences. Not least of these consequences is to take attention away from the ways that intertextuality is often used strategically to promote “private intentions” (Bhatia, 1995), even to the point of subverting the “epistemology and values” (Devitt, 1991, p. 336) that these texts are meant to promote.

Seen as a set of processes that people engage in rather than as a property of texts, intertextuality can be associated with both authors and readers. For authors, intertextuality can be seen as a kind of textual strategy that brings together different voices in ways that they anticipate will best help the authors accomplish their rhetorical goals. For readers, intertextuality can be seen as an interpretative practice in which they actively piece together fragments of texts in ways that meet their individual or social needs (Ott & Walter, 2000). At the same time, writers’ and readers’ intertextual practices are reciprocal; writers weave together their texts based on their expectations of how “implied readers” (Iser, 1978) will interpret them, and readers interpret texts based on their expectations of how “implied writers” (Booth, 1961) will put them together. But these expectations are always commensurate: it is, in fact, practices of intertextuality engaged in by writers and readers are sometimes at odds with one another.

To analyze intertextuality as a collection of practices rather than a property of texts means engaging with it as a “moving target”, a range of dynamic and messy processes spread out across time, space, institutions, and semiotic modes and media (Iedema, 2001). One perspective on discourse that has attempted to take on this analytical challenge is *mediated discourse analysis* (Norris & Jones, 2005; Scollon, 1998; 2001), an approach that takes as its starting point not texts but the actions of the social actors who produce and use those texts. Mediated discourse analysis identifies the key actions that

define a social situation, the various mediational means or “cultural tools” (Wertsch, 1993), including texts, that are used to carry out these actions, and how these tools help to shape the actions that can be taken and how they can be carried out. Finally, it considers how, by appropriating certain tools to take certain actions, social actors claim and impute particular social identities and membership in particular social groups (e.g. professional groups such as lawyers, accountants, shopkeepers, and government regulators). From the point of view of mediated discourse analysis, intertextuality is better understood not as the relationship of text to text, but as the relationship of action to action and actor to actor. Intertextuality, argued Scollon (2008), is best seen in terms of a collection of *actions* that take place along historical “itineraries”. Along these itineraries, texts pass through multiple hands and are appropriated to perform multiple social actions. They become intertextual when actors use them to respond to the actions of actors that occurred at earlier points along the itinerary and to anticipate the actions of actors at later points.

In speaking of intertextuality as a process rather than a product, we are chiefly concerned with the way that the intertextual practices of one set of social actors along an itinerary function to either enable or constrain the actions of social actors occurring at other points along the same or intersecting itineraries. These different social actors inevitably have different goals, interests, canons of intertexts available to them, conventions for representing the words of others (Scollon, 2004), and kinds of relationships with the texts that they produce, consume, and appropriate. Scollon (2004) suggested that Goffman’s (1981) notion of production formats helps to explain some of these relationships: Some individuals and groups might serve as principals, formulating

policies or ideas that individuals who are further along the itinerary (i.e., authors) might transform into texts, which individuals who are still further along the itinerary might animate in various contexts for various purposes. Because intertextuality is as much an interpretive as a productive practice, we might also add the relationships of individuals in what Scollon has elsewhere (1998) referred to as “reception roles”, acting as receptors (receiving and passing on texts), interpreters (to make sense of those texts), or judges (evaluating or regulating those texts). Of course, it is not always easy to assign distinct roles to particular social actors; social actors can take up multiple production and reception roles in various combinations. The important thing about these roles is that they represent particular stances towards the text, which usually hinge on particular relationships of power between actors. An even more important thing about these roles is that they are always taken up as a means for performing some concrete social action; to understand practices of intertextuality and the roles they entail, we must start by asking what people are *doing* when they appropriate, interpret, transform, evaluate, animate, and regulate the words of others.

Methods

Food packages exist at the intersection of multiple discourse itineraries that often stretch far into the past and point far into the future. This study looks at a relatively short segment in the life span of the food packages I am analyzing, beginning with the moment they arrive in Hong Kong and intersect with the itineraries of local regulatory discourses, commercial practices, and consumer behavior.

The Data

The data for this study come from a 6 month ethnographic research project covering the 3 months leading up to the implementation of The Food and Drugs (Composition and Labeling) Regulation (Amendment: Requirements for Nutrition Labeling and Nutrition Claims) (Hong Kong Government, 2008) in 2010 and the three months following its implementation. During this period food packages for a range of products (cereals, canned soups, snack foods, beverages, and instant noodles) were systematically collected (see Table 1), along with a large collection of relevant intertexts, including the regulation amendment itself and supporting texts provided by the government (e.g. guidance notes for manufacturers, distributors and retailers and educational materials for consumers) and various texts issued by professional and industry groups.

[INSERT TABLE 1 ABOUT HERE]

The main data for this analysis, however, come from a series of interviews conducted with the individuals who were actually producing and consuming these texts. In-depth interviews were conducted with distributors of imported food products, retailers (owners and employees of supermarkets, health food shops, and ethnic food shops), and technicians and nutritionists working freelance or for commercial laboratories, and focus group interviews were conducted with various kinds of consumers (local Chinese, expatriates, university students, South Asian residents and people with health problems e.g. diabetes and cancer; see Table 2). The individual interviews followed a flexible protocol of questions designed to elicit from the participants information about the

actions they took in response to the new labeling regulation, the people involved in taking these actions, and the various mediational means, both physical tools, e.g. computers and marking pens, and semiotic tools, especially the texts that they used to help them to comply with the regulation. The participants were especially invited to comment on the impact of the new regulation and the actions involved in complying with it on their workplaces. In focus group interviews with customers, the participants were presented with examples of packages with redacted claims and asked to comment on how they might interpret such redactions and how these redactions might impact their purchasing behavior. ²

[INSERT TABLE 2 ABOUT HERE]

Analysis

Analysis of the interview data was conducted using MaxQDA (Verbi Software, 2011), which allows for the tagging of text segments based on user-defined codes. The codes used to tag data segments were both theoretical (based on the analytical framework of mediated discourse analysis), and empirical (allowed to emerge from the data in the course of the analysis; see Glasser and Strauss, 1967). Specifically, three primary categories were established before the commencement of coding: 1) *actions* (for instances in which participants discussed things they or others had done to comply with the law), 2) *actors* (for instances in which participants indicated who was involved in carrying out these actions), and 3) *mediational means* (for instances in which participants

² The interviews were conducted with the informed consent of participants, and ethical clearance for procedures was obtained from the Institutional Review Board of City University before starting the project.

discussed the tools that they used to carry out these actions, whether those tools were physical objects (e.g. marking pens) or texts (e.g. guidance notes or webpages). During the analysis, empirical codes were generated for each of these categories based on the kinds of actions, actors, and tools that participants mentioned. In addition, a separate category of free codes was established for themes that emerged from the data regarding participants' responses to the regulation or attitudes toward it (see Table 3).

[INSERT TABLE 3 ABOUT HERE]

The primary coding helped to reconstruct the chains of actions, or discourse itineraries, of the food packages from the time they entered Hong Kong to the time they found their way into the homes of customers, and to shed light on how the discourse practices of different people along these itineraries affected each another. Therefore, in the analyzing individual segments of data, I paid attention to participants' representations of their own actions and discourse practices (as both readers and writers), the actions of those who had written the texts or the intertexts that they used (implied writers), and the actions and discourse practices that they anticipated from those who would be making use of the texts they produced (implied readers).

The Redaction of Claims

Among the 144 food packages collected for the study, 48 had some part of the original text redacted in order to comply with the law. According to the law, nutritional claims on packages must be redacted under the following circumstances: when the package

contains nutritional claims that are allowed overseas but that do not comply with the criteria for such claims in Hong Kong or when the importer or seller of the product has been granted a small volume exemption (for products with annual sales not exceeding 30,000 units). In the latter case, although the importer or seller is exempted from the nutritional labeling requirement, they must remove all nutritional claims on the package before it can be sold. Although the law is quite specific regarding the definition of words such as low, high and zero, its definition of a “claim”, based on the internationally recognized definition formulated by the Codex Alimentarius Commission (2007), is more ambiguous, requiring those attempting to identify claims to make rather complex decisions concerning discourse and pragmatics. A claim, according to the regulation, is “any representation which states, suggests or implies that a food has particular nutritional properties” (Government of Hong Kong, 2008, section 2, paragraph 3). This definition may include claims that a product contains a qualitatively expressed amount of a nutrient (e.g. that it is low fat or high in calcium), a nutrient amount is more or less than that contained in another food, or that a nutrient contained in a food has a role in maintaining health.

Among the chief challenges for those attempting to comply with the regulation is that it requires them to make decisions based on complex, intertextual links between different parts of packages, such as between front of package statements and back of package information (e.g. lists of ingredients and nutritional information), as well as between package statements and official documents such as guidance notes, official lists of definitions, and the regulation itself. According to the regulation, for example, statements that common sense might dictate should be regarded as nutritional claims (e.g.

gluten free and high in antioxidants) are not considered nutritional claims (because the regulation does not define either gluten or antioxidants as nutrients), and claims that seem as if they should be allowable because they are supported by information on the nutritional label (e.g. high in Omega-3 and excellent source of calcium), are not allowed (because the Hong Kong authorities have not yet defined what constitutes a high amount of Omega-3, and, although they have defined what constitutes a source of calcium, they have not defined excellent). Thus, those tasked with redacting such claims might find it difficult to determine not only what is allowable, but also the specific language that needs to be redacted. For example, in the claim that a food contains an excellent source of calcium, should just the word excellent be removed, or does the entire claim need to be redacted?

The claim of no trans fats on the box of Newman's Own Microwave Popcorn at the beginning of this article illustrates many of these problems. In deciding what must be redacted, the local distributor or retailer must first determine that "without the trans fats" constitutes a nutritional claim, whereas "without...hydrogenated oils" does not (because the law does not define hydrogenated oils as a nutrient), and that the claim "without the trans fats" is not permitted on this package, not because the product contains trans fats (it does not) but because, according to the regulation, the definition of what constitutes zero trans fats must also take into account the amount of saturated fats. Knowing what to redact also requires a certain facility with the English language. In this case, when the claim "without the trans fats" is removed, it changes the meaning of the sentence so that it now indicates that the popcorn contains hydrogenated oils (which it does not). A redactor who was more proficient in English would most likely have left the

word without and redacted the word and.

On some of the packages that I analyzed, it was difficult to understand why some language had been redacted and other language was left visible. For example, the following paragraph is from the back of a package of FruitziO! Dried Kiwifruit Snacks that bore a Nutrition Labeling Exempted Sticker, meaning that, according to the regulation, all nutritional claims had to be redacted (the redacted words appear in parentheses, see Figure 1).

Crunchy and delicious an eat anytime, take anywhere 100% natural freeze dried fruit. Provides (energy) and vitality demanded by today's health conscious generation. Made only from guaranteed NON GM fresh fruit. The freeze drying process used preserves all the nutritional integrity of fresh fruit without the use of artificial additives. (Freeze dried fruit retains all the vitamins, minerals and enzymes essential for good health and well-being.) The freeze dried fruit in this pack has the equivalent nutritional value of 200g of fresh fruit.

[INSERT FIGURE 1 ABOUT HERE]

In this example, the word energy in the phrase “Provides (energy) and vitality demanded by today's health conscious generation” is redacted, presumably because the Hong Kong government defines energy (calories) as a nutrient. It is doubtful, however, that the authors of the sentence meant to use the word energy in this way, and even if they did, the statement that this product provides energy (i.e., calories) is difficult to refute. It is

easier to see why the statement that “freeze dried fruit retains all the vitamins, minerals and enzymes essential for good health” is considered a nutritional claim and thus redacted, but difficult to understand why similar statements: “The freeze drying process used preserves all of the nutritional integrity of fresh fruit” and “The freeze dried fruit in this pack has the equivalent nutritional value of 200g of fresh fruit” are allowed to stand. As such, the package hardly seems consistent with the law’s overall definition of a claim as “any representation which states, suggests or implies that a food has particular nutritional properties.”

At the same time, a number of the redacted packages exhibited the opposite tendency, a tendency to overcompensate and redact statements that, according to the letter of the law, are allowable. A can of Heinz Tomato Soup, for example, had the claim “99% Fat Free” redacted even though, with only 0.1 gram of total fat per 100g of food, the product fulfilled the legal conditions for this claim, and a box of Westsoy Soy Milk has the claim “lactose and dairy free” redacted even though the Hong Kong regulation does not cover claims about either lactose or dairy.

Finally, the analysis revealed some variation in the material means used to redact claims. Although the most popular method was simply to cover them with black magic marker (see Figures 1 and 2), other methods included covering claims with messages advertising some other (allowable) characteristic of the product (e.g., its country of origin; see Figure 3), or with strips of opaque tape which customers could peel off if they wished (see Figure 4).

[INSERT FIGS. 2-4 ABOUT HERE]

The purpose of this analysis is not as much to critique the decisions made by those responsible for redacting claims on these packages as it is to highlight how linguistically demanding the task is, requiring not just the ability to isolate relevant information, identify relevant intertexts (e.g., guidelines, regulations or laboratory reports), and apply the information in them accurately, but also the ability to make inferences about the intentions of manufacturers and government regulators, strategic decisions about what can be gotten away with, and even design decisions about the most effective methods to cover up claims.

Discourse processes

A variety of people -- legislators, government inspectors, distributors, nutritionists, retailers, and shop clerks -- are involved in unwriting food packages in Hong Kong, with different people and institutions playing different roles at different points in the process. The distribution of these roles might be roughly mapped in terms of Goffman's (1981) production formats, with the legislators and regulators playing the role of *principals*, setting the overall policy for the redaction of claims; distributors and the experts they hire to help them (technicians at food testing laboratories or freelance nutritionists) playing the role of *authors*, deciding what claims need to be redacted on specific packages; and retailers and shop assistants playing the role of *animators*, engaging in the physical act of crossing out or covering up words on packages in their shops. As I will show below, however, in reality the division of roles and responsibilities is not so straightforward.

In performing these roles, actors have access to different intertexts, both official and unofficial. First there is the amendment regulation itself, available in full on the Web

Site of the Centre for Food Safety (Government of Hong Kong, 2008). This might be considered the *principal intertext*, whose content governs not just the texts that appear on food packages, but also a host of other texts that have arisen from the law and the legislative process: consultative documents, guidance notes and promotional materials, newspaper articles, industry statements, and discussions in supermarket aisles and health food shops. But the amendment itself is also result of a complex exercise in intertextuality, a process that spanned over several years leading up to the amendment's passage that drew on multiple earlier texts such as scientific articles, international standards, and legal precedents. In fact, this intertextuality is explicitly mentioned in the introduction to the Legislative Council brief on the amendment.

In formulating the nutrition labeling scheme, we have taken into consideration various factors, including the principles adopted by the Codex Alimentarius Commission (Codex), local health and disease patterns, overseas regimes, impact on the food trade, implications on food choice, views collected during the consultation exercise and the results of the Regulatory Impact Assessment (RIA), so as to come up with a scheme appropriate for our local situation. (Government of Hong Kong, 2008)

What this passage does not show is the rancorous debate that took place in the years leading up to the adoption of the amendment, a debate that involved not just legislators, manufacturers, distributors, and retailers but also doctors, patients groups, non-governmental organizations, diplomats, and the chambers of commerce of several

countries and that focused not just on health and nutrition but also economics, foreign relations, fair trade practices, democracy, and human rights.

Along with this principal intertext, the government also provides a number of derivative intertexts to assist manufacturers, distributors, and retailers in complying with the law, such as the *Technical Guidance Notes on Nutrition Labeling and Nutrition Claims* (Center for Food Safety, 2008b) and the *Method Guidance Notes on Nutrition Labeling and Nutrition Claims* (Center for Food Safety, 2008a). These texts distill the law into easy-to-follow steps and frequently-asked-questions. The government also operates a 24-hour hotline with prerecorded voice and fax messages as well as a helpdesk for telephone inquiries during business hours. In a sense, these materials provide those responsible for altering food packages a set of instructions for “doing intertextuality”, that guide them in making connections between provisions in the law and the texts on packages. But, as Sullivan (1997) in his examination of how similar guidance texts govern the work of tax examiners, found, there is often considerable variation between the procedures operationalized in such texts and the actual workplace practices of those who utilize them.

Distributors and Laboratories or Nutritionists

The documents that I just discussed discursively construct the activity of complying with the law as an essentially scientific exercise. The *Method Guidance Notes*, for example, treat laboratory analysis as the default method for distributors to make determinations about nutrients and claims.

Testing the nutrients by a laboratory is ...the most straightforward way to know the content of the nutrients in a prepackaged food. Testing services are commercially available for analyzing the nutrients in prepackaged foods. ... At the moment, AOAC Official Methods will be adopted by CFS for testing nutrient content. (Center for Food Safety, 2008a, p. 6)

Few of the distributors I interviewed, however, submitted their products for laboratory testing, primarily because such testing was seen to be prohibitively expensive, especially for smaller distributors of health foods or specialty items. Instead, most opted for what is called indirect analysis — determining the appropriateness of claims by referring to the original nutritional label from the country of origin, information on the manufacturer's Web Site, and values for different ingredients obtained from the government's online "food nutrient calculator". Sometimes such analyses are carried out by distributors themselves, and sometimes they are carried out by commercial laboratories (for a fraction of the price of chemical analysis) or by freelance nutritionists. In fact, in the wake of the amendment's passage, indirect analysis has emerged as a new cottage industry in Hong Kong for individuals with degrees in nutrition.

Although this government guidance document portrays indirect analysis as a less than ideal alternative, it does give instructions on how such an analysis should be carried out, portraying it as a straightforward calculation involving determining values for various ingredients, adjusting for factors such as weight and the effects of cooking and processing, and comparing the results to definitions of various words (e.g., high, low, and source of) that are stipulated by the amendment. Distributors and the experts that they

hired, however, described this process as less straightforward and more discursive in nature. First, they emphasized that making determinations as to what is allowable does not simply involve applying information from one text to another; but rather it involves following a complex trail of intratextual and intertextual links. One freelance nutritionist described the process this way:

It's not just about Does the law allow this claim? It's about seeing if this information in this part on the package is connected in the right way with this information in that part of the package. So it's not just looking at this, and just looking at this; it's looking at this in relation to this. Is there information missing? What information do I need to decide if this is okay or not? Then I look it up on the Internet, or go to the manufacturer's Web Page and sometimes I even email the company, and sometimes I just try to figure it out more or less. So that's what you're trying to do, just gather information from all these different places in order to make your best interpretation as to what is supposed to be on the label and what's not. It's a kind of an art.

Another nutritionist, this one working in a large commercial laboratory, described the difficulties she sometimes encountered in detecting what constituted a claim, especially when the claim was embedded in a variety of different kinds of texts like recipes and promotional narratives:

The most important thing is to black out those claims. And sometimes they're hard to find. Like here...this is the history of the Erewhon company....but inside is the statement that the rice is rich in vitamin A, so I have to check that. So suddenly here in this history, there is a claim about the ingredients of this package.

Nearly every distributor or nutritionist interviewed expressed some degree of uncertainty as to whether or not they were doing it right. According to some, even government employees tasked with providing advice were sometimes unable to answer their questions. One distributor, for example, related his experience of calling the help desk of the Center for Food Safety:

When I called the hotline to enquire, the staff member was nice and cooperative and they responded quickly too, but the clauses of the law are very marginal. My feeling is that the staff members are not very clear about the law; they could not provide a definite answer to me.

Ironically, even the guidance notes that the government provides carry the following disclaimer:

The *Method Guidance Notes* are not part of the legislation and are intended for use only as a general reference of the Scheme. It should be read in conjunction with the legislation including but not limited to the Amendment Regulation.

Information contained in the *Method Guidance Notes* may not be exhaustive or complete. Specific issues should be considered on a case-by-case basis and independent legal advice should be sought in case of doubt. (Center for Food Safety, 2008a, p. 1)

Not surprisingly, in cases of uncertainty, distributors and the nutritionists they hired often preferred to err on the side of caution. “I have a responsibility to protect my clients,” said one nutritionist. “I’ll cross out anything I’m not sure of.” For the nutritionists and distributors who were making these determinations, then, the implied reader was not the customer whom the law was designed to protect. Rather, it was the government, and, specifically, any inspector from the Center for Food Safety who was empowered to enforce this law, which, if violated, carries a penalty of up \$6,500 and 6 months imprisonment.

So, while distributors and the experts they hired to assist them in redacting food labels play the role of authors by putting the policy enshrined in the law into words, they also to some extent share the role of principal by introducing their own policies into the process, policies that are not part of the original law, one of which is to redact any claim about which they are not absolutely certain.

Retailers

Although determinations as to which parts of packages should be redacted are usually made at the level of the distributor, sometimes with the help of commercial laboratories or freelance nutritionists, it is often retailers and their staff who have to physically alter the packages. In this respect, retailers and their employees can be seen as animators of

redacted food labels.

In animating a text, individuals are most directly involved with the material aspects — the physical writing or voicing -- of the texts and might have little control over the semiotic aspects, the actual words or meanings they are communicating (Scollon, 2004). Not surprisingly, then, most of the retailers I talked to were more preoccupied with the physical aspects of relabeling and redacting claims than with the meaning of the words they were crossing out. In particular, they were concerned about the amount of time and effort it took and the amount of money it cost them.

The process of redacting nutritional claims and affixing new nutritional labels to products had a profound effect on the daily routines, work cycles, and even the distribution of labor in all of the shops I visited, from large supermarkets to tiny ethnic specialty shops. For many retailers, the economic costs of animating the government's policy also had an effect on the kinds and variety of products they sold. One owner of a health food shop put it this way:

To a point we have to go with the figures. We have to separate out the top sellers and the slow movers. With the top sellers we need to decide if its worth it to carry them after we add on all the additional costs of making the labels, buying the paper and printing the stickers and hiring the staff to put those stickers on and black out those claims. Those additional material costs and labor costs go into deciding if it's worth carrying a product.

Another material aspect of compliance that retailers focused on had to do with

where they placed the new nutritional labels on their packages and the physical means that they used to cover offending claims. On these points, the text of the amendment itself is silent, stating only that manufacturers, distributors and retailers must ensure that nutrition claims on packages “conform to regulation(s)” (Government of Hong Kong, 2008, p. 7). The most popular method for covering up non-compliant claims was the use of black magic marker (see Figures 1 and 2), mostly because this was the easiest and least expensive method. On the other hand, retailers who employed it ran the risk of displaying on their shelves products that did not conform to customers’ expectations about what food packages should look like. “Customers don’t understand why the packages have these black marks on them,” explained one retailer. “They think, ‘Oh there’s something wrong with this product’.”

Retailers used a number of strategies to mitigate this threat to their products’ credence caused by the redaction of claims. One strategy was replacement — covering the offending claim with some other decorative or promotional text, often in a way that made it difficult to tell that anything had been covered (see Figure 3) above. A more popular strategy in health food shops, however— the use of adhesive tape to cover claims— was more subversive, in that it allowed customers to view redacted claims by peeling off the tape. “Actually it takes a lot more work to cut out those strips of tape,” said one retailer. “But my customers sometimes want to see what’s underneath. When we cross out those nutrition claims, they have to double confirm with us, like ‘Is that the one I used to buy?’” Another retailer reasoned, “On a practical level, the law only regulates what customers can see in my shop. If they want to peel it off at home, that’s their business.”

Retailers followed a similar strategy when it came to placing new nutritional labels on packages. The amendment also does not clearly specify where nutritional labels should be placed, although the “Frequently Asked Questions” published by the Center for Food Safety (2010) advises that “To avoid confusion to the consumer, traders are advised to...cover up the nutrition label(s) which does not fully comply with the Amendment Regulation.” Most of the products that were collected from large supermarkets followed this advice by affixing a new nutritional label on top of the nutritional label from the country of origin. But that was not the case for many of the products that were collected from small health food shops, and subsequent interviews with owners and employees of these shops confirmed that this was intentional. As one employee at a health food shop put it, “We try to keep the original nutrition fact uncovered, so customers can read the original information.” She further explained that “it’s not a rule that we have to cover the original ones, so we can do it this way. This way, people don’t say to us, ‘what are you covering up? I want to see the original’”.

While retailers were also obviously concerned that the claims on their food packages were redacted to the satisfaction of the government, their most important implied readers were their customers. Most retailers I talked to doubted that the law contributed at all to protecting their customers from unhealthy foods and feared that having products with redacted labels in their shops jeopardized the relationship of trust they had built with their customers, so they did whatever they could to mitigate this threat. Whereas government regulators and, to a large extent, distributors and nutritionists focused on the ideational dimension of claims — whether or not they were true or permitted— retailers focused more on their interpersonal dimension, keenly aware that

when you black out something on a food package, you do not just remove the old meaning; you create a new one.

Although retailers had little control over the semiotic mediational means — what had to be redacted was determined for them by the law and by the advice of distributors or nutritionists — they were able to exercise some degree of authorship in their choices of which products to continue to stock and how to alter the text on the items they sold. In choosing to use peel-off tape rather than a black magic marker, for example, they were not just animating the texts authored for them; they were actually authoring their own interactive versions of these texts using the material mediational means available to them.

In the same way, these retailers were also able to exercise the role of principals, advancing their own policies while complying with the those of the government. Like distributors and nutritionists, they often adopted a play-it-safe policy, blacking out anything remotely resembling a claim, often in order to avoid having to go back to the distributor or nutritionist for clarification. Several, however, expressed loftier reasons for the choices they made.

The way I see it, I'm in the natural products industry, and so I have a mission to help people improve their lifestyle. And so each of the products I sell is to help people understand about health. Reading the package is a way for people to educate themselves. If they can't read those claims, how do they know what they're buying? The way I see it, customers have the right to as much information as possible.

Ironically, the goal of this retailer's policy is similar to the purported goal of the regulation: to help people eat better. What is different is the means. Whereas the government sees its role as protecting people against false information, retailers like this shop owner see their role as educating people by providing as much information as possible.

Customers

Finally, customers themselves play an important role in creating these texts, not least because they need to make inferences about the claims that have been redacted – to fill in the blanks, so to speak. Whereas the government, distributors and retailers redact texts based on their construction of an implied reader, customers, when confronted with redacted texts, inevitably construct an implied writer (or unwriter) on whom they impute various intentions.

The results of my focus group interviews with consumers tended to confirm the negative effects of redaction on customers' confidence in the product. When presented with a food item with redacted claims, participants often expressed doubts about the product's quality. When asked to comment on a can of soup with blacked-out text, for example, participants engaged in the following exchanges:

J: Look at that! (Pointing at Amy's Organic Soup Cream of Tomato)

A: That's so awful!

C: Whatever is under here...

A: That would put me off.

J: That would put me off too.

C: But again, who's doing that? Who's blacking it out?

J: I won't buy that one (Pointing at Amy's Organic Soup Cream of Tomato) 'cause you know, when you read the label, it looks okay. You know, organic tomato, organic cream. But then, you don't know what that is (blacked-out area).

V: That's right. It makes you more suspicious.

Such reactions had much to do with the kinds of intertexts participants had at their disposal to help them make sense of redacted labels. Despite a promotional campaign by the government, few of the focus-group participants demonstrated much awareness of the law, and those that did knew nothing about the specific principles governing the removal of prohibited claims. With the principal intertext of the regulation unavailable to most of them, they were forced to rely on other intertexts such as media reports, conversations with friends and family members, and other package labels they had encountered in order to make inferences about what had been redacted and why.

When asked to guess what had been redacted on various packages, for example, many participants referred to claims made on other parts of the package or to claims they had read before on similar products. For instance, another exchange about the can of soup discussed above went like this:

M: I just think of either low fat or low sodium because those are two common claims of canned soups.

V: Yeah, because canned soups tend to be quite salty. So yeah,...maybe low sodium.

M: Oh, I know. It won't be low fat because low fat is here (pointing to somewhere else on the can).

Often their inferences were made based on broader notions of what food manufacturers might want to claim and what they felt the government should regulate. Several participants assumed, for example, that the word organic would be a logical candidate for redaction:

F: Maybe they claim it's organic.

V: Oh, yeah.

N: Yeah.

S: So it's about organic ingredients?

F: Yup.

V: Maybe it's ...

M: not totally organic.

V: Maybe it's not proven.

In fact, many participants were surprised when they learned that use of the word organic is not covered by the regulation:

S: Organic is okay. You can say it.

R: Actually there is no law about organic.

L: They have laws about these small things and they don't have laws about organic?

E: Oh my God.

Participants' inferences were informed, then, not only by specific intertexts, but by a history of exposure to texts about food, nutrition and health that created the basis for a series of judgments about what is good (e.g., organic) and bad (e.g., sodium). And underlying these judgments was a more general expectation that manufacturers and marketers of food products were likely to be less than honest about things (the good and the bad).

Some participants, however, interpreted redacted claims based on specific intertexts such as media reports or conversations. In the following exchange, for example, participants are discussing a bag of Burger King Onion Ring Flavored Snacks:

A: There is one banned item on that table from my household ... which is the Burger King Snacks ... because they were just recently reported in the paper as having a high level of something horrible by the Consumer Council so that is definitely a no no.

C: Trans fat?

A: Yes, and something else ... it's some chemical.

J: Yeah. There's something that got related to ... something bad.

A: Yes. Something very bad ... I don't remember what it was but it was sort

of ...

V: But they say trans fat zero. Cholesterol zero. Saturated fat ... Yes. That's 58%.

A: There is something really bad in it.

J: There is something really bad.

S: They don't put it on the labels.

M: They don't even tell you what it is.

Although in this exchange, participants make no reference to a large blacked-out area on the front of the package, they do mention this redaction later in the conversation and make use of information in the earlier exchange to interpret it:

A: They have something that's bad for you...the barbecue flavor crisps as well ... and all of them were listed.

J: What's that? That's blocked-out, isn't it?

S: Yes, that's blacked out.

A: So what is underneath? What is that?

S: Actually...

J: It's misleading information.

A: I told you!

This exchange illustrates how people sometimes collaborate in constructing webs of intertexts with which to interpret a text that they are reading. These webs consist of such

things as media reports, rumors, advice from friends, relatives or professionals, and conversations that create new intertexts as they progress. In other words, intertexts are not simply static resources that people draw on; they are dynamically created as people interact with one another around texts.

Intertexts are also created by customers through their itineraries of interaction with certain brands or shops. Despite their suspicions about package redactions, several participants expressed loyalty to particular brands, a loyalty that sometimes cancelled out these doubts. In discussing a box of Erewhon cereal, for example, one participant insisted, “There’s nothing wrong with this. I know this product because I’ve been shopping in health food stores for the past twenty years. I trust this. That’s my position.” In such cases, participants were likely to either find fault with the law itself (“It just doesn’t make sense”), or raise doubts about the way it was being implemented (“I guess they’re just playing it safe”). Others, however, were more inclined to place their trust in the government and assume that whenever something was redacted “there must be a good reason.” The following comment by one participant sums up this sentiment:

The law has our best interests at heart, I think. I think they’re trying to do something to benefit people because it’s true that in Hong Kong, you never knew what’s in the products that you bought. I remember before the law came into effect, you could buy something made in China, you’d have no idea what is inside. Absolutely no idea. So I think they are trying to protect us.

Whether they were placing their trust in food manufacturers or in the government, most of the participants in the focus groups admitted to seldom reading food labels carefully. The exceptions were people with specific health issues such as diabetes or cancer, who had very specific information they were looking for, and very specific intertexts (e.g., guidelines from their doctors) with which to judge that information. Participants in these categories, in fact, had different approaches to claims on food packages in general, whether they were redacted or not. “I learned long ago not to pay attention to any of those claims like low cal or low sugar or sugar free,” said one diabetic participant. “You can’t trust them. I go straight to the nutritional information. I know what numbers I need, and I buy by the numbers.” Similarly, a participant who was undergoing treatment for colon cancer said, “I spend a lot more time shopping than before because now the nutritional label means a lot to me. Other factors like price and packaging seem trivial. This is a huge change of my lifestyle.”

Despite their relative experience and knowledge about nutrition, many such participants still found interpreting nutritional information challenging. One participant, for example, noted the complexity involved in calculating amounts. “The unit is a headache. It’s easy when it comes to solid food. However, when the unit is ml for liquid food, it becomes hard to clarify the volume after conversion. Then sometimes the manufacturer uses a pack as the unit which contains 3 pieces of food and we have to do the calculation to find out how much sugar it contains per 100g.” Another diabetic participant complained that the additional nutritional information stipulated by the new regulation actually makes it harder for her to make decisions. “I only know we need less oil, less sugar, less salt and more fiber. Now I have to figure out all this other stuff like

trans fat. How much trans fat can I have? I have no idea.”

Most of the participants without specific health issues, however, were not particularly concerned with such details. They preferred to leave the detailed work of nutritional analysis to others and focus more on front of package claims. One participant was particularly upfront about this practice:

Look, I know I should eat healthy food. But I'm actually not smart enough to interpret those labels, you know 0.5 grams of total fat, I know what that means, but I can't take this information and process it to tell me that this is good for me.... I just don't have the education to do that. So I give that job to someone else, in the same way that I give the job of what medicine I should take to my doctor, and I give the job of how to fill in the tax form to my accountant. So when they say gluten free and low fat, I trust them. And if the government says they're not allowed to say that, well then I trust them. Bottom line is, I've got to trust somebody.

This finding is in line with a number of studies of consumer behavior that have found that, for most customers, what is important is the presence of government-mandated nutritional information rather than its content, which few people read and many people have considerable difficulty understanding (see e.g., Banterle, Bald & Strnieri, 2008; Cowburn and Stockley, 2005). It is also similar to the findings in Devitt's (1991) study of the clients of accountants who “don't know and don't care to know in detail” (p. 347) about the codes and regulations that the accountants are following and prefer to rely on

the accountants' intertextual expertise rather than try to sort through complex, technical intertexts themselves.

The intertexts that customers do rely on tend to be more informal texts that form the discourse itineraries of their daily routines of cooking and eating, such as recipes, shopping lists, TV cooking programs and negotiations with children or spouses. As people follow these itineraries they come to develop personal systems for making food choices that involve things aspects of food choice which the strictly informational focus of regulatory discourse does not take into consideration (e.g., monetary considerations, past experiences, and brand loyalty; see e.g., Furst, Connors, Bisognu, Sobal & Falk, 1996). Redacted text on food packages, as the comments of both customers and retailers illustrate, has the potential to interrupt these routines and discourage people from buying certain products, even if they have bought them before. What it often does not do, however, is assist people in making more informed purchasing decisions, because usually the intertexts (the regulation and technical guidance notes associated with it) are not readily available or understandable to most consumers, and the text itself, at least the portion that has been redacted, is unavailable.

Whereas the government, distributors, and nutritionists take an information based approach to intertextuality, concerning themselves primarily with the ways that information contained in different texts matches up, and retailers take a more interactive approach, concerning themselves with how the method of redacting text affects their relationship with their customers, customers take a more functional approach, engaging texts in relation to particular tasks that they are performing, whether it is avoiding eating "something bad" that they had read about in the newspaper, managing a health condition,

completing their weekly shopping in an efficient manner, or preparing a meal. For many of the participants, the most important information on packages is not the nutritional information, but texts such as recipes and cooking instructions. “What really drives me crazy with these new labels,” said one, “is that they always seem to stick them on top of information I really need -- like the preparation instructions.”

Conclusion

This study shows that one of the difficulties governments face in regulating commercial discourse is that it requires the cooperation of multiple parties including regulators, those whose discourse is being regulated, and those with various interests in the discourse that is being regulated, such as customers, all of whom approach the discourse with different agendas and with access to different canons of intertexts. The way that different parties who occupy different points in discourse itineraries manage intertextuality is always tied up with a specific set of goals and the specific social practices of their discourse community, and it always depends on how they construct those who occupy different points on these itineraries: the implied writers of previously produced texts and the implied readers of the texts they are producing.

As Eden (2011) pointed out, food packages are examples of what Star and Griesemer (1989) called “boundary objects”, texts that “live in multiple worlds...and have different identities in each” (p. 409). For regulators these texts are legislative objects whose legitimacy depends on the degree to which they conform to a set of clear legal guidelines. For nutritionists they are scientific objects, whose legitimacy depends upon the degree to which they conform to the actual chemical composition of the food inside the package. For retailers, they are interactive objects, whose legitimacy depends on the

degree to which they facilitate positive relationships with their customers. And for customers, they are functional objects, whose legitimacy depends on how easy they make it for them to accomplish actions in their daily routines.

Most of the retailers I talked to, as well as many of the customers, complained that the government had not thought through the consequences of the legislation, that they had not considered the impact it would have on them. The problem here, as it is with so much regulatory discourse, is not that the government did not imagine the impact of the law on retailers and customers — the whole point of the law was to have an impact (i.e., to protect customers from deceptive claims and encourage distributors and retailers to be honest about what they are selling). The problem is that the impact they imagined did not take into account the fact that the actions that redacted words on food labels actually accomplish can change dramatically as such texts interact with complex discourse itineraries involving regulators, distributors, retailers, and customers.

Acknowledgments

This research was made possible by a grant from the General Research Fund of the Research Grants Council of the Hong Kong Special Administrative Region (Grant number CityU 144110, The Discourse of Food Labeling in Hong Kong: Public Policy and Discursive Practice).

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Table 1. Labels Collected by Food Category

Food Category	Samples Collected	Samples With Redacted Text
Breakfast cereals	39	18
Beverages	12	4
Canned soups	21	9
Instant noodles	37	7
Snacks and candy	35	10

Table 2. Interview Participants

Participants	Descriptions
Laboratory Technicians/Nutritionists	
Nutritionist/Technician 1	Large commercial laboratory
Nutritionist 2	Freelance
Distributors	
Distributor 1	Health food
Distributor 2	Health food
Distributor 3	Snacks and candy
Distributor 4	Gourmet and specialty food
Retailers	
Retailer 1 (manager)	Supermarket
Retailer 2 (manager)	Supermarket
Retailer 3 (clerk)	Supermarket
Retailer 4 (owner)	Health food
Retailer 5 (clerk)	Health food
Retailer 6 (owner)	Health food
Retailer 7 (manager)	Imported snack food
Retailer 8 (owner)	Indian products
Retailer 9 (employee)	Thai products
Retailer 10 (manager)	Gourmet/specialty foods
Customers (Focus Groups)	
Chinese (working)	<i>n</i> = 7 , 4 females, 3 males, ages 36-61
Chinese (students)	<i>n</i> = 6 , 3 feales, 3 males, ages 18-21
Expatriates 1 (European/North American/Australasian)	<i>n</i> = 5, 3 females, 2 males, ages 41-53
Expatriates 2 (European/North American/Australasian)	<i>n</i> = 5, 2 females, 3 males, ages 32-58
South Asians	<i>n</i> = 5 , 4 females, 1 male, ages 28-49
Mainland Chinese	<i>n</i> = 9 , 7 females, 2 males, ages 21-43
People with diabetes (Chinese)	<i>n</i> = 7 , 4 females, 3 males, ages 27-55
People diagnosed with cancer (Chinese)	<i>N</i> = 4, 1 female, 3 males, ages 52-70

Table 3. Codes

Categories	Codes
Actions	Affixing labels, conducting research, eating, evaluating/interpreting claims, identifying claims, , calculating values, laboratory analysis, ordering stock, preparing food, printing labels, purchasing food, redacting claims, seeking advice/assistance, translating text, writing/designing labels
Actors	‘Boss’, customers, competitors, distributors, designers, diabetics, driends, family members, government inspectors, ‘the government’, helpdesk operators, laboratory (technicians), legislators, manufacturers, media, nutritionists, patients, retailers, shop clerks
Mediational means	Physical: Computer (hardware/software), markers, packaging, tape, shop layout (shelves, etc.), telephones Semiotic (intertexts): Advertisements (commercial), advice of experts (doctors, nutritionists), amendment regulation, broadcast media (radio/TV), consultative documents, conversations (with friends/family members/acquaintances/ colleagues), conversion calculators/tables, guidance documents (guidance notes, FAQ, etc.), hearsay, industry/trade association statements, Internet websites (government websites/ manufacturers’ websites), lectures/training sessions (notes), original label, other labels, print media (newspapers, magazines), publicity (government posters, pamphlets, media spots), preparation instructions, recipes, regulatory impact statement, shopping lists
Free Codes	Attraction, avoidance, brand loyalty, caution, confusion, cost, country of origin, credence, definitions, discontinuation of products, education, evaluation, experience, expertise, frustration, health, label placement, language, liability, price, protecting public, regulations in other countries, rights, safety, small volume exemption, suspicion, time, trust, work

Figure Captions

Figure 1. Claims redacted from a package of FruitziO! Dried Kiwi Fruit Snacks.

Figure 2. Redacting claims with black magic marker.

Figure 3. Covering unpermitted claims with permitted claims.

Figure 4. Covering claims with removable tape.