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THE PEOPLE OF THE STATE OF CALIFORNIA  
9

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
11 FOR THE COUNTY OF SAN MATEO  
12

13 **PEOPLE OF THE STATE OF**  
14 **CALIFORNIA,**  
15  
16 **v.**  
17  
18 **HOME DEPOT U.S.A., INC. AND THE**  
**HOME DEPOT, INC., corporations,**  
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Plaintiff,  
Defendants.

Case No.

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

Plaintiff, the People of the State of California, appearing through its attorney, Xavier Becerra, Attorney General of the State of California, by Jessica Wang, Deputy Attorney General (hereinafter collectively “the People” or “Plaintiff”), and Defendants Home Depot U.S.A., Inc. and The Home Depot, Inc. (hereinafter referred to as “The Home Depot” or “Defendant”), appearing through its attorney, Vassi Iliadis of Hogan Lovells US LLP, having stipulated to the entry of this Final Judgment and Permanent Injunction (“Judgment”) by the Court without the taking of proof and without trial or adjudication of any fact or law, without this Judgment

1 constituting evidence of or an admission by The Home Depot regarding any issue of law or fact  
2 alleged in the Complaint on file, and without The Home Depot admitting any liability, and with  
3 all parties having waived their right to appeal, and the Court having considered the matter and  
4 good cause appearing:

5 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

6 **I. PARTIES AND JURISDICTION**

7 1. The People of the State of California is the Plaintiff in this case.

8 2. The Home Depot is the Defendant in this case.

9 3. For purposes of this action, the Court has jurisdiction over the subject matter of  
10 this action, jurisdiction over the parties to this action, and venue is proper in this Court.

11 4. Defendant, at all relevant times, has transacted business in the State of California,  
12 including, but not limited to, San Mateo County.

13 5. This Judgment is entered pursuant to and subject to California Business and  
14 Professions Code section 17200 et seq.

15 **II. DEFINITIONS**

16 6. For the purposes of this Judgment, the following definitions shall apply:

17 A. “Cardholder Data Environment” shall mean The Home Depot’s  
18 technologies that store, process, or transmit payment card authentication data for U.S. consumers,  
19 consistent with the phrase as used in the Payment Card Industry Data Security Standard (“PCI  
20 DSS”).<sup>1</sup>

21 B. “Company Network” shall mean The Home Depot’s Cardholder Data  
22 Environment and any The Home Depot network component, the compromise of which The Home  
23 Depot reasonably believes would also impact the security of the Cardholder Data Environment.

24 C. “Consumer” shall mean any individual who initiates a purchase of or  
25 purchases goods or services from a Home Depot store in the U.S.; any individual who returns  
26 merchandise to a Home Depot store in the U.S.; or any individual who otherwise provides

27 <sup>1</sup> In this document, PCI-DSS (as used here and throughout) refers to the standard in place  
28 as of the Effective Date of this Judgment and to subsequent versions as adopted.

1 Personal Information to The Home Depot in connection with any other retail transaction at a  
2 Home Depot store in the U.S.

3 D. “Consumer Protection Act” shall mean Business & Professions Code  
4 section 17200 *et seq.*

5 E. “Effective Date” shall be December 21, 2020.

6 F. “The Home Depot,” or the “Company” shall mean Home Depot U.S.A.,  
7 Inc. and The Home Depot, Inc., and their affiliates, subsidiaries, divisions, successors, and  
8 assigns doing business in the U.S. that maintain, process, or transmit payment card authentication  
9 data in connection with transactions at retail locations in the U.S.

10 G. “Personal Information” shall include the data elements in the definitions set  
11 forth in the Consumer Protection Act, Personal Information Protection Act, and Security Breach  
12 Notification Act. For purposes of Paragraph 15, Personal Information shall include the first name  
13 or first initial and last name of a Consumer who is a resident of California in combination with  
14 any one or more of the following data elements that relate to such individual: (a) Social Security  
15 number; (b) driver’s license number; (c) state-issued identification card number; or (d) financial  
16 account number, credit or debit card number, in combination with any required security code,  
17 access code or password that would permit access to the Consumer’s financial account.

18 H. “Personal Information Protection Act” shall mean Civil Code section  
19 1798.81.5..

20 I. “Security Breach Notification Act” shall mean Civil Code section 1798.82.

21 J. “Security Event” shall mean any potential compromise to the  
22 confidentiality, integrity, or availability of a Company information asset that includes Personal  
23 Information.

### 24 **III. INJUNCTIVE RELIEF**

#### 25 **A. INFORMATION SECURITY PROGRAM REQUIRED**

26 7. The Home Depot shall, within one hundred and eighty (180) days after the  
27 Effective Date of this Judgment, further develop, implement, and maintain a comprehensive  
28 information security program (“Information Security Program”) that is reasonably designed to

1 protect the security, integrity, and confidentiality of Personal Information The Home Depot  
2 collects or obtains from Consumers.

3 8. The Home Depot’s Information Security Program shall be written and shall  
4 contain administrative, technical, and physical safeguards appropriate to: (i) the size and  
5 complexity of The Home Depot’s operations; (ii) the nature and scope of The Home Depot’s  
6 activities; and (iii) the sensitivity of the Personal Information that The Home Depot maintains.

7 9. The Home Depot may satisfy the requirement to implement and maintain the  
8 Information Security Program, through review, maintenance, and, as necessary, updating of an  
9 existing information security program or existing safeguards, provided that such existing  
10 information security program and safeguards meet the requirements set forth in this Judgment.

11 10. The Home Depot shall employ an executive or officer (hereinafter referred to as  
12 Chief Information Security Officer (“CISO”)) with appropriate credentials, background, and  
13 expertise in information security who shall be responsible for overseeing the Company’s  
14 implementation and maintenance of the Information Security Program. The Home Depot shall  
15 document the duties and responsibilities of the executive or officer and ensure that the executive  
16 or officer’s responsibilities include advising the Chief Executive Officer and the Board of  
17 Directors of The Home Depot’s security posture, security risks faced by The Home Depot, and  
18 the security implications of The Home Depot’s decisions.

19 11. The Home Depot shall provide the resources and support reasonably necessary to  
20 allow the Information Security Program to be fully implemented and to function as required and  
21 intended by this Judgment.

22 12. The Home Depot must provide security awareness and privacy training to all  
23 personnel whose job involves access to the Company Network or responsibility for U.S.  
24 Consumers’ Personal Information appropriate to their job responsibilities and functions. Within  
25 one hundred and eighty (180) days of the Effective Date, The Home Depot shall either provide  
26 such training or confirm that such training has been provided within the past twelve months, and  
27 thereafter, shall provide it to all such personnel on at least an annual basis. The Home Depot also  
28 shall provide training to personnel with key responsibilities for implementation and oversight of

1 the Information Security Program including but not limited to the executive or officer described  
2 in Paragraph 10, regarding the requirements of this Judgment.

3 **B. SPECIFIC SAFEGUARDS**

4 13. The Home Depot’s Information Security Program shall be reasonably designed  
5 and implemented for the appropriate handling and investigation of Security Events involving  
6 Personal Information collected from Consumers.

7 14. The Home Depot shall make reasonable efforts to maintain and support the  
8 software on its networks taking into consideration the impact an update will have on data security  
9 in the context of the Company Network and the scope of the resources required to address an end-  
10 of-life software issue.

11 15. The Home Depot shall maintain encryption protocols and related policies that are  
12 reasonably designed to encrypt Personal Information stored on laptops or other portable devices  
13 or when transmitted across public networks or wirelessly, and as The Home Depot determines is  
14 reasonably necessary, any other sensitive consumer information that is collected and stored by  
15 The Home Depot.

16 16. The Home Depot shall comply with Payment Card Industry Data Security  
17 Standards (“PCI DSS”) with respect to its Cardholder Data Environment and any Home Depot  
18 system component the breach of which Home Depot should reasonably believe would impact the  
19 security of the Cardholder Data Environment.

20 17. **Segmentation:** The Home Depot shall implement and maintain policies and  
21 procedures reasonably designed to segment its network, and to permit systems to communicate as  
22 necessary to perform their business and/or operational functions. At a minimum these policies  
23 and procedures include:

24 A. The Home Depot shall take reasonable, risk-based steps to scan and map  
25 the connections between its Cardholder Data Environment and the rest of the Company Network  
26 in order to determine avenues of traffic to the Cardholder Data Environment and to identify and  
27 assess potential penetration vulnerabilities to the Cardholder Data Environment;  
28

1           B.     The Home Depot shall segment its Cardholder Data Environment  
2 consistent with PCI DSS; and

3           C.     The Home Depot shall take steps reasonably designed to appropriately  
4 maintain the separation of its development and production environments.

5           18.    **Logging and Monitoring:** The Home Depot shall, to the extent technically  
6 feasible, implement reasonable controls to manage the access of any device attempting to connect  
7 to the Cardholder Data Environment, through hardware or software tools such as firewalls,  
8 authentication credentials, or other such access-restricting mechanism. The Home Depot shall  
9 maintain an appropriate system to collect logs and monitor network activity, such as through the  
10 use of a security information and event management tool (“SIEM tool”). The Home Depot shall  
11 ensure that the SIEM tool is properly configured, regularly updated and maintained to ensure that  
12 Security Events are reviewed and that appropriate follow-up and remediation is taken with respect  
13 to Security Events.

14          19.    **Access Control and Account Audits:** The Home Depot shall implement and  
15 maintain appropriate policies, procedures, and controls reasonably designed to manage and audit  
16 the use of The Home Depot’s individual accounts, system administrator accounts, service  
17 accounts, and vendor accounts. These policies, procedures, and controls shall include appropriate  
18 measures to manage administrative privileges and accounts, including local administrative  
19 accounts which shall be configured with unique user names and passwords. The Home Depot  
20 shall continue to monitor such for anomalous behavior indicative of a Security Event.

21          20.    **Password Management:** The Home Depot shall implement and maintain  
22 password policies and procedures requiring risk-based controls to manage access to, and use of,  
23 The Home Depot’s individual accounts, service accounts, and vendor accounts, including strong  
24 and complex passwords and password rotation, and prohibit the use of default, group, shared, or  
25 generic passwords.

26          21.    **Two-Factor Authentication:** The Home Depot shall adopt a reasonable and risk-  
27 based approach requiring two-factor authentication both for the Company’s system administrator  
28 accounts and for remote access into the Company Network.

1           22.    **File Integrity Monitoring:** The Home Depot shall implement and maintain  
2 reasonable controls designed to prevent and detect unauthorized modifications to critical  
3 applications or operating system files within the Cardholder Data Environment, or the  
4 unauthorized modification or creation of objects within critical system folders.

5           23.    **Firewalls:** The Home Depot shall implement and maintain firewall policies and  
6 procedures to restrict connections between internal networks to the Cardholder Data Environment  
7 through appropriately configured hardware and software tools as part of its defense-in-depth  
8 architecture.

9           24.    **Payment Card Security:** The Home Depot shall implement, where appropriate,  
10 steps designed to reasonably manage the review, and where reasonable and appropriate, adopt  
11 improved, industry-accepted payment card security technologies relevant to The Home Depot's  
12 business and Cardholder Data Environment.

13          25.    **Devalue Payment Card Information:** The Home Depot shall make reasonable  
14 efforts to devalue payment card information, such as by implementing encryption of payment  
15 card information throughout the course of a retail transaction at a Home Depot store.

16          26.    **Risk Assessment Program:** Home Depot shall conduct an annual risk assessment  
17 which includes:

18           A.    The identification of internal and external risks to the security,  
19 confidentiality, or integrity of Personal Information that could result in the unauthorized  
20 disclosure, misuse, loss, alteration, destruction, or other compromise of such information;

21           B.    An assessment of safeguards in place to control these risks;

22           C.    The evaluation and adjustment of the Information Security Program in light  
23 of the results of such testing and monitoring;

24           D.    The implementation of reasonable safeguards to control these risks; and

25           E.    Documentation of safeguards implemented in response to such annual risk  
26 assessments.

27          27.    **Penetration Testing:** The Home Depot shall implement and maintain a risk-based  
28 penetration testing program reasonably designed to identify, assess, and remediate potential

1 security vulnerabilities within The Home Depot’s environment. Such testing shall occur on at  
2 least an annual basis, shall include penetration testing of The Home Depot’s internal and external  
3 network defenses, and shall include appropriate remediation of vulnerabilities revealed by such  
4 testing, as well as documentation of such remediation.

5         **28. Intrusion Detection Solution:** The Home Depot shall implement and maintain  
6 intrusion detection systems reasonably designed to detect and prevent unauthorized access to its  
7 environment.

8         **29. Vendor Account Management:** The Home Depot shall develop, implement, and  
9 revise as necessary written, risk-based policies and procedures for auditing vendor compliance  
10 with The Home Depot’s Information Security Program. These policies and procedures shall  
11 include (i) contractual terms that the vendor comply with The Home Depot’s information security  
12 requirements; (ii) periodic evaluations of vendor’s cybersecurity practices and compliance with  
13 The Home Depot’s requirements and onsite security reviews of critical vendors’ security  
14 practices; (iii) granting vendors the minimum access necessary to perform their duties and  
15 responsibilities; and (iv) monitoring the range of IP addresses and login times typically associated  
16 with vendors.

17 **IV. SETTLEMENT COMPLIANCE ASSESSMENT**

18         **30.** The Home Depot shall obtain an information security assessment and report from  
19 a third-party professional (“Third-Party Assessor”), to assess The Home Depot’s handling of  
20 Personal Information and compliance with its Information Security Program using procedures and  
21 standards generally accepted in the profession (“Third-Party Assessment”), within one (1) year  
22 after the Effective Date of this Judgment. The Third-Party Assessor’s report shall:

23             A. Set forth the specific administrative, technical, and physical safeguards  
24 maintained by The Home Depot;

25             B. Explain the extent to which such safeguards are appropriate in light of The  
26 Home Depot’s size and complexity, the nature and scope of The Home Depot’s activities, and the  
27 sensitivity of the Personal Information collected from Consumers and maintained by The Home  
28 Depot;



1 C. Explain the extent to which the safeguards that have been implemented  
2 meet the requirements of the Information Security Program; and

3 D. Identify the Home Depot's Qualified Security Assessor for purposes of PCI  
4 DSS compliance.

5 31. The Home Depot's Third-Party Assessor shall (a) be a Certified Information  
6 Systems Security Professional ("CISSP") or a Certified Information Systems Auditor ("CISA"),  
7 or a similarly qualified person or organization; and (b) have at least five (5) years of experience  
8 evaluating the effectiveness of computer systems or information system security.

9 **V. SUBMISSION TO THE ATTORNEY GENERAL**

10 32. The Home Depot shall provide the Third-Party Assessor's report to the  
11 Connecticut Attorney General's Office within one hundred and eighty (180) days of the  
12 completion of the report.

13 A. California Attorney General's Access to Report: The Home Depot shall  
14 provide access to the Third-Party Assessment report to the California Attorney General upon  
15 request, and the California Attorney General shall, to the extent permitted by the laws of the State  
16 of California, treat such report as exempt from disclosure under the relevant public records laws.

17 **VI. PAYMENT TO CALIFORNIA**

18 33. Pursuant to California Business and Professions Code, section 17206, within thirty  
19 (30) days of the Effective Date of this Judgment, The Home Depot shall pay to the California  
20 Attorney General One Million, Eight Hundred and Thirty-Two Thousand and Seven Hundred and  
21 Fifty-One Dollars and Sixteen Cents (\$1,832,751.16) which shall be allocated and used in  
22 accordance with California Business and Professions Code, section 17206, subdivision (c).  
23 Payment shall be made by wire transfer to the California Attorney General's Office pursuant to  
24 instructions provided by the California Attorney General's Office.

25 **VII. RELEASE**

26 34. Following the Effective Date, the California Attorney General shall hereby release  
27 and discharge The Home Depot from all civil claims that the California Attorney General could  
28 have brought under the Consumer Protection Act, the Personal Information Protection Act, the

1 Security Breach Notification Act, or common law claims concerning unfair, deceptive or  
2 fraudulent trade practices based on The Home Depot's conduct related to the Data Breach.  
3 Nothing contained in this paragraph shall be construed to limit the ability of the California  
4 Attorney General to enforce the obligations that The Home Depot has under this Judgment.

5 35. The obligations and other provisions of this Judgment set forth in Paragraph 26  
6 shall expire at the conclusion of the three (3) year period after the Effective Date of this Judgment.  
7 Those set forth in Paragraphs 10, 14-18, 20-23, 25 and 27 shall expire at the conclusion of the  
8 five (5) year period after the Effective Date of this Judgment, unless they have expired at an  
9 earlier date pursuant to their specific terms. Provided, however, that nothing in this paragraph  
10 should be construed or applied to excuse The Home Depot from its obligation to comply with all  
11 applicable state and federal laws, regulations, and rules.

#### 12 **VIII. MEET AND CONFER**

13 36. If the California Attorney General determines that The Home Depot has failed to  
14 comply with any of the terms of this Judgment, and if in the California Attorney General's sole  
15 discretion the failure to comply does not threaten the health or safety of the citizens of California  
16 and/or does not create an emergency requiring immediate action, the California Attorney General  
17 will notify The Home Depot in writing of such failure to comply and The Home Depot shall have  
18 thirty (30) days from receipt of such written notice to provide a good faith written response to the  
19 California Attorney General's determination. The response shall include: (A) a statement  
20 explaining why The Home Depot believes it is in full compliance with this Judgment; or (B) a  
21 detailed explanation of how the alleged violation(s) occurred, and (i) a statement that the alleged  
22 violation has been addressed and how, or (ii) a statement that the alleged violation cannot be  
23 reasonably addressed within thirty (30) days from the receipt of the notice, but (a) The Home  
24 Depot has begun to take corrective action(s) to address the alleged violation, (b) The Home Depot  
25 is pursuing such corrective action(s) with reasonable diligence, and (c) The Home Depot has  
26 provided the California Attorney General with a reasonable timetable for addressing the alleged  
27 violation.

1           37.     Nothing herein shall prevent the California Attorney General from agreeing in  
2 writing to provide The Home Depot with additional time beyond the thirty (30) day period to  
3 respond to the notice provided under Paragraph 36. Nothing herein shall be construed to  
4 exonerate any failure to comply with any provision of this Judgment after the Effective Date, or  
5 to compromise the authority of the California Attorney General to initiate a proceeding for any  
6 failure to comply with this Judgment.

7     **IX. PRESERVATION OF AUTHORITY**

8           38.     Nothing in this Judgment shall be construed to limit the authority or ability of the  
9 California Attorney General to protect the interests of California or the people of California. This  
10 Judgment shall not bar the California Attorney General or any other governmental entity from  
11 enforcing laws, regulations, or rules against The Home Depot for conduct subsequent to or  
12 otherwise not covered by the Release. Further, nothing in this Judgment shall be construed to  
13 limit the ability of the California Attorney General to enforce the obligations that The Home  
14 Depot has under this Judgment.

15     **X. GENERAL PROVISIONS**

16           39.     The Parties understand and agree that this Judgment shall not be construed as an  
17 approval or sanction by the California Attorney General of The Home Depot's business practices,  
18 nor shall The Home Depot represent that this Judgment constitutes an approval or sanction of its  
19 business practices. The Parties further understand and agree that any failure by the California  
20 Attorney General to take any action in response to information submitted pursuant to this  
21 Judgment shall not be construed as an approval or sanction of any representations, acts, or  
22 practices indicated by such information, nor shall it preclude action thereon at a later date.

23           40.     Nothing contained in this Judgment is intended to be and shall not in any event be  
24 construed or deemed to be, an admission or concession or evidence of any liability or wrongdoing  
25 whatsoever on the part of The Home Depot or of any fact or violation of any law, rule, or  
26 regulation. This Judgment is made without trial or adjudication of any alleged issue of fact or law  
27 and without any finding of liability of any kind. The Home Depot enters into this Judgment for  
28 settlement purposes only.

1           41.     Nothing in this Judgment shall be construed as relieving The Home Depot of the  
2 obligation to comply with all California and federal laws, regulations, and rules, nor shall any of  
3 the provisions of this Judgment be deemed to be permission to engage in any acts or practices  
4 prohibited by such laws, regulations, and rules.

5           42.     The Home Depot shall deliver a copy of this Judgment to, or otherwise fully  
6 apprise, its Chief Executive Officer, Chief Information Officer, Chief Information Security  
7 Officer, the executive or officer described in paragraph 10 hereto, its General Counsel or Senior  
8 Legal Officer, and each member of its Board of Directors within ninety (90) days of the Effective  
9 Date. The Home Depot shall deliver a copy of this Judgment to, or otherwise fully apprise, any  
10 new Chief Executive Officer, Chief Information Officer, Chief Information Security Officer, the  
11 executive or officer described in paragraph 10 hereto, its General Counsel or Senior Legal Officer,  
12 and each new member of its Board of Directors, within ninety (90) days from which such person  
13 assumes his/her position with The Home Depot.

14           43.     To the extent that there are any, The Home Depot agrees to pay all court costs  
15 associated with the filing of this Judgment. No court costs, if any, shall be taxed against the  
16 California Attorney General.

17           44.     This Judgment may be executed by any number of counterparts and by different  
18 signatories on separate counterparts, each of which shall constitute an original counterpart thereof  
19 and all of which together shall constitute one and the same document. One or more counterparts  
20 of this Judgment may be delivered by facsimile or electronic transmission with the intent that it or  
21 they shall constitute an original counterpart thereof.

22           45.     The Home Depot agrees that this Judgment does not entitle it to seek or to obtain  
23 attorneys' fees as a prevailing party under any statute, regulation, or rule, and The Home Depot  
24 further waives any right to attorneys' fees that may arise under such statute, regulation, or rule.

25           46.     This Judgment shall not be construed to waive any claims of Sovereign Immunity  
26 California may have in any action or proceeding.

27           47.     If any clause, provision, or section of this Judgment shall, for any reason, be held  
28 illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall not affect

1 any other clause, provision, or section of this Judgment, which shall be construed and enforced as  
2 if such illegal, invalid, or unenforceable clause, section, or provision had not been contained  
3 herein.

4 48. Whenever The Home Depot shall provide notice to the California Attorney  
5 General under this Judgment, that requirement shall be satisfied by sending notice to:

6 Jessica Wang (Jessica.Wang@doj.ca.gov)  
7 Consumer Protection Section—Privacy Unit  
8 California Attorney General’s Office  
9 455 Golden Gate Ave., Suite 11000  
10 San Francisco, California 94102-7004

11 Any notices or other documents sent to The Home Depot pursuant to this Judgment shall be sent  
12 to the following address:

13 Jocelyn J. Hunter (email provided to the Attorney General)  
14 Assistant Secretary, The Home Depot, Inc.  
15 Vice-President, Deputy General Counsel, Assistant Secretary, Home Depot USA, Inc.  
16 2455 Paces Ferry Road  
17 Atlanta, GA 30339

18 Copy To:

19 Michelle Kisloff, Partner (michelle.kisloff@hoganlovells.com)  
20 Deen Kaplan, Partner (deen.kaplan@hoganlovells.com)  
21 Hogan Lovells US LLP  
22 555 Thirteenth Street NW  
23 Washington, DC 20004

24 All notices or other documents to be provided under this Judgment shall be sent by U.S.  
25 mail, certified mail return receipt requested, or other nationally recognized courier service that  
26 provides for tracking services and identification of the person signing for the notice or document,  
27 and shall have been deemed to be sent upon mailing. Additionally, any notices or documents to  
28 be provided under this Judgment shall also be sent by electronic mail if an email address has been  
provided for Notice. Any party may update its address by sending written notice to the other  
party.

49. This Court retains jurisdiction of this matter for purposes of construction,  
modification, and/or enforcement of this Judgment.

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50. This Judgment shall take effect immediately upon entry thereof.

51. The clerk is directed to enter this Judgment forthwith.

ORDERED AND ADJUDGED at San Mateo County, California, this \_\_\_\_\_ day of  
November, 2020.

\_\_\_\_\_  
Judge of the Superior Court