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**NO FEE PURSUANT TO GOV.
CODE SECTION 6103**

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 FOR THE COUNTY OF SAN DIEGO

15 **THE PEOPLE OF THE STATE OF
CALIFORNIA,**
16
17 Plaintiff,
18
19 v.
20 **DERMATOLOGY INDUSTRY, INC.,
D/B/A UVO and DRINK UVO,**
21 Defendant.

Case No. 37-2022-00009826-CU-MC-CTL
**STIPULATION FOR ENTRY OF FINAL
JUDGMENT AND PERMANENT
INJUNCTION**

22
23 Plaintiff, the People of the State of California (“Plaintiff” or the “People”), acting by and
24 through Rob Bonta, Attorney General of the State of California, and Defendant Dermatology
25 Industry, Inc. d/b/a UVO and DRINK UVO (“Dermatology Industry” or “Defendant”) hereby
26 stipulate as follows:
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1 1. The Final Judgment (“Judgment”), a true and correct copy of which is attached to
2 this Stipulation for Entry of Final Judgment (“Stipulation”) as Exhibit 1, may be entered in this
3 matter.

4 2. Concurrently with the filing of this Stipulation, Plaintiff has filed its Complaint in
5 this matter pursuant to California Business and Professions Code sections 17200 et seq. and
6 17500 et seq., alleging that Dermatology Industry committed violations of such code sections.

7 3. This Court has jurisdiction over the subject matter of this lawsuit and over all
8 parties to this action, and venue is proper in this Court.

9 4. Dermatology Industry, at all relevant times, transacted business in the County of
10 San Diego and elsewhere in the State of California.

11 5. The terms of this Stipulation and Judgment shall be governed by the laws of the
12 State of California.

13 6. Dermatology Industry, Inc. d/b/a UVO and DRINK UVO is a corporation whose
14 business address is 147 Mercer Way, Costa Mesa, California 92627. It is no longer an operating
15 business.

16 7. Farah C. Awadalla, aka Bobby Awadalla, is the sole owner and Chief Executive
17 Officer of Dermatology Industry, Inc.

18 8. Dermatology Industry, Inc. was a dietary supplement business and sold its
19 products nationwide.

20 9. Defendant has read the Stipulation and Judgment and understands all aspects of it.

21 10. Defendant does not admit the allegations made against it, but consents to the entry
22 of the Stipulation and Judgment in order to avoid the time and expense of litigation. This
23 Judgment is entered into subject and pursuant to California Business and Professions Code
24 sections 17200 et seq. and 17500 et seq.

25 11. Plaintiff's execution of the Stipulation and entry into the Judgment does not
26 constitute an approval by the Plaintiff of Defendant's business practices, and Defendant shall
27 make no representation or claim to the contrary.

28 12. The Judgment is non-appealable.

1 13. Plaintiff alleges that Defendant advertised, marketed, and promoted UVO in a
2 manner that fails to comply with California Business and Professions Code sections 17200 et seq.
3 and 17500 et seq., including without limitation, by making advertising claims that were not
4 properly substantiated, and by making advertising claims that were false or misleading in nature,
5 such as misrepresenting the extent of the sun protection the product can reasonably be expected to
6 provide.

7 14. Dermatology Industry does not admit to the People’s allegations set forth herein
8 and in the People’s Complaint in this matter, and does not admit that any violation has occurred.
9 Defendant asserts that it genuinely believed that its UVO product was based on competent and
10 reliable scientific evidence. Nevertheless, in the interest of avoiding the time and expense of
11 litigation, Dermatology Industry is willing to settle and compromise its disputes and differences
12 regarding the People’s allegations, as set forth herein.

13 15. The parties acknowledge that no further promises, representations or agreements
14 of any nature have been made or entered into by the parties, and that this Stipulation and
15 Judgment state the entire agreement between the parties respecting the subject matter stated
16 herein. The parties further acknowledge that this Stipulation and Judgment constitutes a single
17 and entire agreement that is not severable or divisible, except that if a provision herein is found to
18 be legally insufficient or unenforceable, the remaining provision shall continue in full force and
19 effect.

20 16. It is agreed and understood that this Stipulation and Judgment shall in no way
21 affect the rights of individual citizens.

22 17. No part of this Stipulation and Judgment shall create a private cause of action or
23 confer any right to any third party for violation of any federal or state statute except that Plaintiff
24 may file an action to enforce the terms of this Stipulation and Judgment.

25 18. This Stipulation may be executed in counterparts, and a facsimile or .pdf signature
26 shall be deemed to be, and shall have the same force and effect as, an original signature.

27 19. The Judgment may be entered by any judge of the San Diego Superior Court.
28 Counsel for Plaintiff may submit the Judgment to any judge of the Superior Court for approval

1 and signature, during the Court's ex parte calendar or on any other ex parte basis. Defendant
2 waives the right to any personal notice of any such ex parte submission of the Judgment to the
3 Court. Defendant will accept notice of entry of judgment entered in this action by delivery of
4 such notice to its counsel of record, and agree that service of notice of entry of judgment will be
5 deemed personal service upon them for all purposes.

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Dated: 3/4/2022

Respectfully Submitted,

ROB BONTA
Attorney General of California
NICKLAS A. AKERS
Senior Assistant Attorney General
JUDITH FIORENTINI
JON WORM
Supervising Deputy Attorneys General


LAUREL M. CARNES
Deputy Attorney General
Attorneys for Plaintiff

(Additional signatures on next page)

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FOR DEFENDANT:

Dated: 3-03-2022



James R. Prochnow
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Counsel for Defendant

Dated: March 3, 2022



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Local Counsel for Defendant

EXHIBIT 1

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

THE PEOPLE OF THE STATE OF CALIFORNIA,

Plaintiff,

v.

**DERMATOLOGY INDUSTRY, INC.,
D/B/A UVO and DRINK UVO,**

Defendant.

Case No.37-2022-00009826-CU-MC-CTL
FINAL JUDGMENT AND PERMANENT INJUNCTION

Plaintiff, the People of the State of California, has filed a Complaint for a permanent injunction and other relief in this matter, alleging that Defendant Dermatology Industry, Inc. d/b/a UVO and Drink UVO (“Dermatology Industry” or “Defendant”) violated California Business and Professions Code sections 17200 et seq. and 17500 et seq. Plaintiff, by its counsel, and Dermatology Industry, by its counsel, have agreed to the entry of this Final Judgment (“Judgment”) by the Court without trial or adjudication of any issue of fact or law, and without finding or admission of wrongdoing or liability of any kind.

This Judgment may be signed by any judge of the San Diego Superior Court.

1 The Court having considered the pleadings and the Stipulation for Entry of Final
2 Judgment (“Stipulation”) executed by the Plaintiff and Defendant filed herewith, and good cause
3 appearing,

4 IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

5 **I. PARTIES AND JURISDICTION**

6 1. Plaintiff is the People of the State of California.

7 2. Defendant Dermatology Industry, Inc. d/b/a UVO and Drink UVO is a Delaware
8 corporation with its principal place of business at 147 Mercer Way, Costa Mesa, California
9 92627. It is no longer an operating business.

10 3. Farah C. Awadalla, aka Bobby Awadalla, is the sole owner and Chief Executive
11 Officer of Dermatology Industry, Inc.

12 4. At all relevant times, Dermatology Industry transacted business in the County of
13 San Diego and elsewhere in the State of California.

14 5. This Court has jurisdiction over the subject matter of this lawsuit and over all
15 parties to this action, and venue is proper in this Court.

16 6. This Judgment is entered into pursuant to and subject to California Business and
17 Professions Code sections 17200 et seq. and 17500 et seq.

18 **II. DEFINITIONS**

19 7. The following definitions shall be used in construing this Judgment:

20 A. “Advertise” or “Advertising” shall mean any oral, written, graphic, or pictorial
21 statement or representation, including but not limited to testimonials, endorsements, or other
22 Third Party representations, regardless of the medium of communication employed, for the
23 purpose of inducing, or that are likely to induce, directly or indirectly, the purchase of food,
24 dietary supplements, or drugs; and includes but is not limited to product packages, labels,
25 Labeling, product inserts, product literature and Internet sites.

26 B. “Clear and Conspicuous” statement, or a statement presented “Clearly and
27 Conspicuously,” shall mean a statement or communication, written or oral, presented in such
28 font size, color, location, audibility, and contrast against the background in which it appears,

1 compared to the other matter with which it is presented, so it is easily noticed and readily
2 understood. If such statement or communication modifies, explains, or clarifies other
3 information with which it is presented, it must be presented in close proximity to such other
4 information and in the same manner (audible or visual) so it is easily noticed and readily
5 understood. In addition, the term means that:

6 1. With respect to any Promotional materials communicated through any non-
7 print medium (including such formats as telephone, television, radio, CD-ROM, DVD, other
8 electronic, magnetic, or interactive media, and including the Internet and online services), audio
9 disclosures shall be delivered in a volume and cadence sufficient to be easily heard and readily
10 understood, and video disclosures shall be of a size and shade, in contrast with the background
11 with which it appears, and shall appear on the screen for a period of time sufficient to make them
12 easily read and readily understood.

13 2. In addition to the foregoing, in media such as the Internet, online services,
14 or other interactive software, the disclosures shall also be unavoidable and shall require the
15 consumer to affirmatively assent or click “OK” to the disclosures prior to the consumer being
16 requested to agree to incur any obligation, financial or otherwise.

17 C. “Competent and Reliable Scientific Evidence” shall mean tests, analyses,
18 research, or studies, that have been conducted and evaluated in an objective manner by qualified
19 persons and are generally accepted in the profession to yield accurate and reliable results, and
20 that is sufficient in quality and quantity based on standards generally accepted in the relevant
21 scientific fields, when considered in light of the entire body of relevant and reliable scientific
22 evidence, to substantiate that the representation is true.

23 D. “Covered Conduct” shall mean Defendant's sale of UVO and Promotional,
24 Labeling, Advertising, and Marketing practices relating to UVO through the Effective Date of
25 the Judgment.

26 E. “Dermatology Industry, Inc.” shall mean Dermatology Industry, Inc., including
27 all of its past and present subsidiaries, predecessors, successors, and assigns.
28

1 F. “Effective Date” shall mean the date on which this Judgment is approved by and
2 becomes a Judgment of the Court.

3 G. “FDA” shall mean the United States Food and Drug Administration.

4 H. “Label” or “Labeling” shall mean all labels and other written, printed, or graphic
5 matter (a) upon any article or any of its containers or wrappers, or (b) accompanying such
6 article.

7 I. “Market” or “Marketing” shall mean any act or process or technique of
8 promoting, offering, selling, or distributing a product or service.

9 J. “Promotion” or “Promotional” shall mean all representations and activities
10 (including, but not limited to, direct contact with consumers) which advertise or result in a sale
11 of any Dermatology Industry product.

12 K. “Third Party” shall mean (a) any entity that is not owned or controlled by
13 Defendant, and (b) any person who is not acting in his or her capacity as an officer or employee
14 of Defendant or any entity owned or controlled by Defendant.

15 L. “Parties” shall mean Dermatology Industry, Inc. d/b/a UVO and Drink UVO,
16 and the People of the State of California.

17 M. “Product” or “Products” shall mean UVO, including, without limitation, any
18 bottled, powder, or other ingestible forms of UVO, and any other dietary supplement or other
19 item manufactured by or for Defendant and marketed and sold by Defendant relating to sun
20 protection.

21 N. The terms “and” and “or” in this Judgment shall be construed conjunctively or
22 disjunctively as necessary, to make the applicable phrase or sentence inclusive rather than
23 exclusive.

24 **III. COMPLIANCE PROVISIONS**

25 8. It is Ordered, Adjudged, and Decreed that Dermatology Industry, Inc., and (as
26 applicable) its directors, officers (including specifically Farah C. Awadalla, aka Bobby
27 Awadalla), principals, partners, employees, agents, servants, representatives, subsidiaries,
28 affiliates, successors, assigns, parent or controlling entities, and all other persons, corporations

1 and other entities acting in concert or participating with the Defendant who have actual or
2 constructive notice of the Court’s injunction, are permanently restrained and enjoined from:

3 A. Making, or causing to be made, any written or oral claim that is false,
4 misleading, or deceptive regarding Defendant's Products;

5 B. Advertising or representing, directly or indirectly, that any Product can diagnose,
6 mitigate, treat, cure, or prevent any disease within the meaning of 21 U.S.C. § 343(r)(6) and 21
7 CFR § 101.93(g), unless Defendant's application with respect to such Product has been
8 approved under Section 505 of the Federal Food, Drug, and Cosmetic Act (“FFDCA”), 21
9 U.S.C. § 355). Nothing in this judgment is intended to prevent Defendant from recommending
10 or selling over the counter products manufactured by others so long as Defendant fully and
11 strictly complies with the terms of this Judgment and the products that Defendant is
12 recommending or selling fully and strictly comply with 21 CFR Part 330, “Over-the-Counter
13 (OTC) Drugs which are Generally Recognized as Safe and Effective and Not Misbranded”;

14 C. Making any representation, directly or indirectly, about the efficacy, benefits,
15 performance, safety, and side effects of any Products, unless Defendant possesses Competent
16 and Reliable Scientific Evidence that substantiates such representations and such
17 representations are not in violation of injunctive term 8.B, above;

18 D. Advertising or representing, directly or indirectly, that any Product is superior to
19 or comparable to any drug approved by the FDA, unless such Product has been approved by the
20 FDA as required in injunctive term paragraph 8.B, above;

21 E. Making, directly or by implication, including through the use of a product name,
22 endorsement, depiction, or illustration, any representation that a Product is effective in the
23 diagnosis, cure, mitigation, treatment, or prevention of any disease, in connection with the
24 manufacturing, labeling, advertising, promotion, offering for sale, sale, or distribution of a
25 Product;

26 F. Making, directly or by implication, including through the use of a product name,
27 endorsement, depiction, or illustration, any representation about the health benefits,
28 performance, or efficacy of any Product, unless the representation is non-misleading, and, at the

1 time the representation is made, Defendant possesses and relies upon Competent and Reliable
2 Scientific Evidence, in connection with the manufacturing, labeling, advertising, promotion,
3 offering for sale, sale, or distribution of any Product;

4 G. Misrepresenting, in any manner, expressly or by implication, the existence,
5 contents, validity, results, conclusions, or interpretations of any test, study, analysis, research, or
6 other evidence used to Label, Advertise, Promote, offer for sale, sell, or distribute any Product;

7 H. Failing to Clearly and Conspicuously disclose any side effects or adverse drug
8 reactions with the use of any Product if such disclosure would be material to consumers;

9 I. Making any advertising representation, whether by means of an endorsement,
10 testimonial, or otherwise, that the experience of an individual or group of consumers with any
11 Product is the “typical,” “ordinary,” or “actual” experience of consumers using the Product,
12 unless such representation is true;

13 J. Failing to Clearly and Conspicuously place, in any Advertising that contains
14 claims that a Product supports the structure or function of the body, including but not limited to
15 Product packages, Labeling, Product inserts, brochures, and Internet sites for Defendant's
16 Products, the disclaimer set forth in 21 CFR § 101.93(b)-(e). In any visual Advertising,
17 including but not limited to video Advertising, this disclosure shall be presented in such font,
18 size, color, and contrast against the background in which it appears compared to the other
19 matter with which it is presented, so it is easily noticed and readily understood. Notwithstanding
20 the requirement in the definition of “Clear and Conspicuous” in paragraph 7.B that a disclosure
21 be made “in the same manner (audible or visual)” as the information to which it relates, the
22 disclosure required under this paragraph, when required in television Advertising, may be a
23 video disclosure, and Defendants shall not be required to also make an audio disclosure. In
24 radio Advertising, the disclosure required under this paragraph shall be made orally, in such
25 tone, audibility, and cadence so that it is easily heard and readily understood;

26 K. Making any Advertising representation without Clearly and Conspicuously
27 disclosing any material connection between a person providing an endorsement or testimonial
28 for any Product or program, and Defendant or any individual or entity which Labels,

1 Advertises, Promotes, offers for sale, sells, or distributes such Product or program. For purposes
2 of this paragraph, “material connection” means any relationship, monetary or otherwise, that
3 might materially affect the weight or credibility of the endorsement or testimonial;

4 L. Representing that Defendant's Products have sponsorship, approval,
5 characteristics, ingredients, uses, benefits, quantities, or qualities that they do not have;

6 M. Representing that its goods or products are of a particular standard, quality, or
7 grade if they are of another, by making claims, either explicitly or implicitly, that Defendant's
8 dietary supplements can diagnose, treat, cure, mitigate, or prevent diseases in California;

9 N. Making any nutrient content or health claim in labeling for any of Defendant's
10 dietary supplements that does not meet the requirements of Section 403(r) of the FFDCFA, 21
11 CFR Part 101;

12 O. Failing to notify the FDA of structure or function statements for each of
13 Defendant's dietary supplements containing such statements;

14 P. Making any claim or statement on any website, social medial platform or in any
15 other Advertising, Promotional, or Marketing medium, to make a claim specifically for any of
16 Defendant's Products, including dietary supplements, that the Product can diagnose, mitigate,
17 treat, cure, or prevent disease;

18 Q. Using any testimonial to make a claim specifically for any of Defendant's
19 Products, including dietary supplements, that the Product can diagnose, mitigate, treat, cure, or
20 prevent disease;

21 R. Representing that any research, study, or publication supports a claim that any of
22 Defendant's dietary supplements, or any ingredient in any of Defendant's dietary supplements,
23 can cure, treat, mitigate, or prevent any disease when the claim is made in connection with the
24 specific dietary supplement manufactured or distributed by Defendant;

25 S. Failing to provide written notice to any agent, servant, or employee of the
26 existence and terms of this Permanent Injunction and of their duty to comply with the terms set
27 forth herein;

28

1 T. Allowing any Defendant's names, or Defendant's likenesses, or any known
2 website using any of Defendants' names, or any websites owned by Defendant to be used in
3 connection with any of the conduct that would be in violation of the paragraph 8.A-S above,
4 including but not limited to making claims, either explicitly or implicitly, that a Product
5 including a dietary supplement, can diagnose, mitigate, treat, cure, or prevent disease, or
6 making health, nutrient content, or structure or function claims for any Product, including a
7 dietary supplement, unless such claim is authorized by Section 403(r) of the FFDCa;

8 U. Entering into, forming, organizing, or reorganizing into any corporation,
9 partnership, sole proprietorship or any other legal structure, for the purposes of avoiding
10 compliance with the terms of this Judgment;

11 V. Causing third parties, acting on its behalf, to engage in practices from which
12 Defendant is prohibited by this Judgment; and,

13 W. Manufacturing, advertising, holding, offering for sale, selling, giving away,
14 distributing, or introducing or delivering for introduction into commerce in California any
15 Product without fully implementing and complying with all injunctive provisions set forth
16 herein.

17 9. It is further Ordered, Adjudged, and Decreed that Dermatology Industry, Inc., and,
18 as applicable, its directors, officers (including specifically Farah C. Awadalla, aka Bobby
19 Awadalla), principals, partners, employees, agents, servants, representatives, subsidiaries,
20 affiliates, successors, assigns, parent or controlling entities , and all other persons, corporations
21 and other entities acting in concert or participating with the Defendant who have actual or
22 constructive notice of the Court's injunction, are permanently restrained and enjoined from:

23 A. Making the claim that a Product provides "3-5 Hours of Sun Protection," or any
24 similar efficacy claim, without substantiation by Competent and Reliable Scientific Evidence;

25 B. Making the claim that a Product is "made for everyone who is exposed to the
26 Sun" or any substantially equivalent claim if in fact there are classes of consumers for whom
27 use of a Product is not suitable, whether based on age, pregnancy, or any other characteristic;
28

1 C. Failing to effectively inform consumers/purchasers that a Product is intended to
2 be used only as a supplement or adjunct to other sun protective measures such as sunscreens
3 and sun protective clothing with respect to these claims:

4 1. A Product “was made for everyone who is exposed to the Sun” or any
5 substantial equivalent; and,

6 2. “Drink [a Product] and enjoy your day outdoors” or any substantial
7 equivalent.

8 D. Making any express or implied representation that consumption of a Product is
9 comparable to or the equivalent of use of sunscreen;

10 E. Failing to effectively inform consumers that a Product consists of a large number
11 of dietary ingredients and, as such, may cause gastrointestinal upset in some individuals and
12 that consumption of food may help to provide relief from such a condition;

13 F. Using “30+” or any comparable content or design feature on any container,
14 Labeling, or packaging of a Product, or in any Advertising, Marketing, or Promotion of a
15 Product, in a manner that causes, or is reasonably likely to cause, confusion as to whether it
16 indicates or refers to an SPF rating;

17 G. Failing to provide consumers with clear and consistent instructions regarding
18 how a Product is to be safely used, including without limitation how any powder version is to
19 be prepared for ingestion;

20 H. Using any testimonial or endorsement to convey any claim or representation,
21 express or implied, that Defendant is prohibited from making directly;

22 I. Engaging in acts or practices that violate California Business and Professions
23 Code section 17200; and,

24 J. Engaging in acts or practices that violate California Business and Professions
25 Code section 17500.

26 **IV. NOTICE PROVISION**

1 C. Any liability which any person or entity, including Released Parties, has or may
2 have to individual consumers, and which have not been specifically enumerated as included
3 herein.

4 14. Except as expressly provided in this Judgment, nothing in this Judgment shall be
5 construed as:

6 A. Relieving Defendant of its obligation to comply with all applicable state laws,
7 regulations or rules, or granting permission to engage in any acts or practices prohibited by such
8 law, regulation or rule; or,

9 B. Limiting or expanding in any way any right the State may otherwise have to
10 enforce applicable state law or obtain information, documents or testimony from Defendant
11 pursuant to any applicable state law, regulation, or rule, or any right Defendant may otherwise
12 have to oppose any subpoena, civil investigative demand, motion, or other procedure issued,
13 served, filed, or otherwise employed by the State pursuant to any such state law, regulation, or
14 rule.

15 15. Any failure by any party to this Judgment to insist upon the strict performance by
16 any other party of any of the provisions of this Judgment shall not be deemed a waiver of any of
17 the provisions of this Judgment, and such party, notwithstanding such failure, shall have the right
18 thereafter to insist upon the specific performance of any and all of the provisions of this
19 Judgment.

20 16. The Court retains jurisdiction of this Judgment and the parties hereto for the
21 purpose of enforcing and modifying this Judgment and for the purpose of granting such additional
22 relief as may be necessary and appropriate.

23 17. All Notices under this Judgment shall be provided to the following via email and
24 Overnight Mail:

25 **For Dermatology Industry, Inc.:**

26 147 Mercer Way
27 Costa Mesa, CA 92627
28 ATTN: FARAH C. AWADALLA
bawadalla@gmail.com

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For the People of the State of California:

California Attorney General’s Office
Laurel Carnes, Deputy Attorney General
600 West Broadway, Suite 1800
San Diego, California 92101
laurel.carnes@doj.ca.gov

18. This Judgment may be modified by a stipulation of the Parties, once it is approved by, and becomes a judgment of the Court, or by court proceedings resulting in modifying judgment of the court.

19. The Clerk is ordered to enter this Judgment forthwith.

Dated: _____

JUDGE OF THE SUPERIOR COURT