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FILED
ALAMEDA COUNTY

MAR 11 2016

CLERK OF THE SUPERIOR COURT
 By [Signature] Deputy

8 *Attorneys for Plaintiff*

SUPERIOR COURT OF THE STATE OF CALIFORNIA
 COUNTY OF ALAMEDA

9 ANTHONY FERREIRO,
 10
 11 Plaintiff,
 12 vs.
 13 WILSON HUNT INTERNATIONAL
 14 LTD. D/B/A CHAMPRO SPORTS,
 15 Defendant.

Case No. RG15789605

~~[PROPOSED]~~ ORDER APPROVING
 PROPOSITION 65 SETTLEMENT AND
~~[PROPOSED]~~ CONSENT JUDGMENT

Date: February 25, 2016
 Time: 2:00 PM
 Dept.: 19
 Reservation # R - 1698498.

16
 17 Plaintiff Anthony Ferreiro (“Ferreiro” or “Bell) and Defendant Wilson Hunt International
 18 Ltd. D/B/A Champro Sports (“Champro” or the “Defendant”) have agreed to the terms of the
 19 settlement memorialized in the [Proposed] Consent Judgment (“Consent Judgment”) attached as
 20 Exhibit A to the Declaration of Evan J. Smith in Support of Motion to Approve Proposition 65
 21 Settlement and Consent Judgment lodged herewith, and Plaintiffs have moved this Court for an
 22 Order approving the settlement.

23 After consideration of the papers submitted and the arguments presented, the Court finds
 24 that the settlement agreement set forth in the Consent Judgment meets the criteria established by
 25 California Health & Safety Code § 25249.7(f)(4), in that:

- 26 1. The injunctive relief required by the Consent Judgment complies with
- 27 Proposition 65;

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- 2. The reimbursement of fees and costs provided by the Consent Judgment is reasonable under California law; and
- 3. The civil penalty amount to be paid pursuant to the Consent Judgment is reasonable.

Accordingly, the Motion for Approval of the Proposition 65 Settlement is GRANTED.

IT IS SO ORDERED.

Dated: 3/10/16



JUDGE OF THE SUPERIOR COURT



12129961

1 Evan J. Smith, Esquire (SBN 242352)
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CLERK OF THE SUPERIOR COURT
 By *[Signature]* Deputy

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 7 SUPERIOR COURT OF THE STATE OF CALIFORNIA
 8 COUNTY OF ALAMEDA

9 ANTHONY FERREIRO,
 10
 11 Plaintiff,
 vs.
 12 WILSON HUNT INTERNATIONAL
 13 LTD. D/B/A CHAMPRO SPORTS,
 14 Defendant.

Case No. RG15789605

[PROPOSED] CONSENT JUDGMENT

Date: March 9, 2016
 Time: 2:00 PM
 Dept.: 19
 Judge: Hon. Julia Spain
 Reservation #: R-1698498

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1 **1. Introduction**

2 1.1 On May 27, 2015, Anthony Ferreiro (“Ferreiro”) served Wilson Hunt
3 International, Ltd. (“Champro Sports”), Sports Chalet, LLC f/k/a Sports Chalet, Inc. (collectively,
4 “Sport Chalet”), and various public enforcement agencies with a document entitled “Notice of
5 Violation of California Health & Safety Code § 25249.6, *et seq.*” (the “Notice”). The Notice
6 provided Champro Sports and such others, including public enforcers, with notice that alleged
7 that Champro Sports was in violation of California Health & Safety Code § 25249.6
8 (“Proposition 65”), for failing to warn consumers and customers that Flag Football Belts (the
9 “Product”) exposed users in California to the chemicals Di(2-ethylhexyl) phthalate (DEHP) and
10 Diisononyl phthalate (DiNP). No public enforcer has diligently prosecuted the allegations set
11 forth in the Notice.

12 1.2 On October 15, 2015, Ferreiro filed a Complaint for Civil Penalties and Injunctive
13 Relief (“Complaint”) in Alameda County Superior Court, Case No. RG15789605, against
14 Champro Sports alleging violations of Proposition 65.

15 1.3 Champro Sports is a corporation that employs more than ten persons under
16 California Health and Safety Code §25249.6 and offered the Product for sale within the State of
17 California.

18 1.4 Ferreiro’s Complaint alleges, among other things, that Champro Sports sold the
19 Product in California and/or to California citizens, that the Product contains DEHP and DiNP,
20 and that the resulting exposure violated provisions of Proposition 65, by knowingly and
21 intentionally exposing persons to chemicals known to the State of California to cause both cancer
22 and reproductive toxicity, developmental, male, without first providing a clear and reasonable
23 warning to such individuals.

24 1.5 For purposes of this Consent Judgment only, the parties stipulate that this Court
25 has jurisdiction over the allegations of violations contained in the Complaint and personal
26 jurisdiction over Champro Sports as to the acts alleged in the Complaint, that venue is proper in
27 the County of Alameda, and that this Court has jurisdiction to enter this Consent Judgment as a
28 resolution of the allegations contained in the Complaint.

1 1.6 The parties enter into this Consent Judgment pursuant to a full settlement of
2 disputed claims between the parties as alleged in the Complaint for the purpose of avoiding
3 prolonged litigation. By execution of this Consent Judgment, Champro Sports does not admit any
4 violation of Proposition 65 and specifically denies that it has committed any such violation.
5 Nothing in this Consent Judgment shall be construed as an admission by Champro Sports of any
6 fact, issue of law or violation of law, nor shall compliance with the Consent Judgment constitute
7 or be construed as an admission by Champro Sports of any fact, issue of law, or violation of law.
8 Nothing in this Consent Judgment shall prejudice, waive, or impair any right, remedy or defense
9 that Champro Sports may have in any other future legal proceeding. However, this paragraph
10 shall not diminish or otherwise affect the obligations, responsibilities and duties of Champro
11 Sports under this Consent Judgment.

12 1.7 For purposes of this Consent Judgment, the term "Effective Date" shall mean the
13 date that the Consent Judgment is entered by the Court.

14 2. **Injunctive Relief**

15 2.1 Commencing on the Effective Date, and continuing thereafter, Champro Sports
16 shall only ship, sell, or offer for sale in California, Reformulated Product pursuant to Section 2.2
17 or Product that is labeled with a clear and reasonable warning pursuant to Section 2.3. Champro
18 Sports and its downstream retailers shall have no obligation to label Product that entered the
19 stream of commerce prior to the Effective Date. For purposes of this Settlement Agreement, a
20 "Reformulated Product" is Product that is in compliance with the standard set forth below in
21 section 2.2.

22 2.2 "Reformulated Product" shall mean Product that contains less than or equal to
23 1,000 parts per million ("ppm") of each of DiNP and DEHP when analyzed pursuant to CPSC-
24 CH-C1001-09.3 Standard Operating Procedure for Determination of Phthalates method.

25 2.3 Commencing on the Effective Date, Champro Sports shall, for all Product it sells
26 or distributes and which is intended for sale in California and which that is not a Reformulated
27 Product, provide clear and reasonable warnings as set forth in subsections 2.3(a) and (b) below.
28 The warning shall be prominently placed with such conspicuousness as compared with other

1 words, statements, designs, or devices as to render it likely to be read and understood by an
2 ordinary individual under customary conditions before purchase or use. Each warning shall be
3 provided in a manner such that the consumer or user understands to which specific Product the
4 warning applies, so as to minimize the risk of consumer confusion.

5 **(a) Retail Store Sales**

6 **(i) Product Labeling.** Champro Sports shall affix a warning to the
7 packaging, labeling or directly on each Product sold in retail outlets in California
8 by Champro Sports or any person selling the Product that states:

9 **[PROPOSITION 65] WARNING:**

10 This product contains chemicals known to the State of California to cause cancer,
11 birth defects or other reproductive harm.

12 The bracketed text may, but is not required to, be used.

13 **(ii) Point of Sale Warnings.** Alternatively, Champro

14 Sports may provide warning signs in the form below to its customers in
15 California with instructions to post the warnings in close proximity to the
16 point of display of the Product. Such instruction sent to Champro Sports
17 customers shall be sent by certified mail, return receipt requested.

18 **[PROPOSITION 65] WARNING:**

19 This product contains chemicals known to the State of California to cause cancer,
20 birth defects or other reproductive harm.

21 The bracketed text may, but is not required to, be used.

22 **(b) Mail Order Catalog Warning.** In the event that Champro Sports

23 directly sells Product via mail order catalog directly to consumers located in California after the
24 Effective Date that is not a Reformulated Product, Champro Sports shall provide a warning for
25 such Product sold via mail order catalog to such California residents. A warning that is given in a
26 mail order catalog shall be in the same type size or larger than the Product description text within
27 the catalog. The following warning shall be provided on the same page and in the same location
28 as the display and/or description of the Product:

[PROPOSITION 65] WARNING:

1 This product contains chemicals known to the State of California to cause cancer,
2 birth defects or other reproductive harm.

3 Where it is impracticable to provide the warning on the same page and in the same location as the
4 display and/or description of the Product, Champro Sports may utilize a designated symbol to
5 cross reference the applicable warning and shall define the term "designated symbol" with the
6 following language on the inside of the front cover of the catalog or on the same page as any
7 order form for the Product:

8 **[PROPOSITION 65] WARNING:** Certain products identified with this symbol
9 ▼ and offered for sale in this catalog contain chemicals known to the State of
10 California to cause cancer, birth defects or other reproductive harm.

11 The designated symbol must appear on the same page and in close proximity to the
12 display and/or description of the Product. On each page where the designated symbol appears,
13 Champro Sports must provide a header or footer directing the consumer to the warning language
14 and definition of the designated symbol.

15 **(c) Internet Sales Warning.** In the event that Champro Sports directly
16 sells Product via the internet directly to consumers located in California after the Effective Date
17 that is not a Reformulated Product, Champro Sports shall provide a warning for such Product sold
18 via the internet to such California residents. A warning that is given on the internet shall be in the
19 same type size or larger than the Product description text and shall be given in conjunction with
20 the direct sale of the Product. The warning shall appear either: (a) on the same web page on
21 which the Product is displayed; (b) on the same web page as the order form for the Product; (c) on
22 the same page as the price for the Product; or (d) on one or more web pages displayed to a
23 purchaser during the checkout process. The following warning shall be provided:

24 **[PROPOSITION 65] WARNING:**
25 This product contains chemicals known to the State of California to cause cancer, birth
26 defects or other reproductive harm

27 2.4 The warning requirements set forth in Section 2.3 shall not apply to any
28 Reformulated Product.

1 **3. Entry of Consent Judgment**

2 3.1 The parties hereby request that the Court promptly enter this Consent Judgment.
3 Upon entry of this Consent Judgment, Ferreiro and Champro Sports waive their respective rights
4 to a hearing or trial on the allegations of the Ferreiro Complaint and 60-Day Notice.

5 3.1.2 Final Civil Penalty. On December 1, 2016, Champro Sports shall make a
6 final civil penalty payment of \$11,000.00. Pursuant to title 11 California Code of Regulations,
7 section 3203(c), Ferreiro agrees that the final civil penalty payment shall be waived in its entirety
8 if, no later than November 15, 2016, an officer of Champro Sports provides Ferreiro with a signed
9 declaration certifying that all of the Products (as defined by this Decree) it ships for sale or
10 distributes for sale in California as of the date if its certification are Reformulated Products or are
11 marked with the warnings required by this Consent Decree (hereinafter "Labeled Product") and
12 that Champro Sports will continue to offer only Reformulated Products or Labeled Products in
13 California in the future. The option to provide a declaration certifying its complete early
14 reformulation or labeling of the Products in lieu of making the final civil penalty payment
15 otherwise required by this Section is a material term, and time is of the essence.

16 3.2 In the event that the Attorney General objects or otherwise comments on one or
17 more provisions of this Consent Judgment, Ferreiro and Champro Sports agree to take reasonable
18 steps to satisfy such concerns or objections.

19 **4. Matters Covered By This Consent Judgment**

20 4.1 This Consent Judgment is a final and binding resolution between Plaintiff Ferreiro,
21 acting on his own behalf, and on behalf of the public and in the public interest, and Defendant
22 Champro Sports, and shall have preclusive effect such that no other person or entity, whether
23 purporting to act in his, her, or its interests or the public interest shall be permitted to pursue
24 and/or take any action with respect to: (i) any violation of Proposition 65 that was alleged in the
25 Complaint, or that could have been brought pursuant to the Notice; or (ii) any other statutory or
26 common law claim, to the fullest extent that any of the foregoing described in (i) or (ii) were or
27 could have been asserted by any person or entity against Champro Sports, including any and all
28 downstream retailers of the Product including but limited to Sports Chalet, LLC f/k/a Sports

1 Chalet, Inc., based on its exposure of persons to the Product, or its failure to provide a clear and
2 reasonable warning of exposure to such individuals, or (iii) as to alleged exposures to the Product,
3 any other claim based on whole or in part on the facts alleged in the Complaint and the Notice,
4 whether based on actions committed by Champro Sports or its downstream retailers of the
5 Product including but limited to Sports Chalet, LLC f/k/a Sports Chalet, Inc.. As to alleged
6 exposures to the Product, compliance with the terms of this Consent Judgment resolves any issue,
7 now and in the future, and is deemed sufficient to satisfy all obligations concerning, compliance
8 by Champro Sports with the requirements of Proposition 65 with respect to the Product, and any
9 alleged resulting exposure.

10 4.2 As to alleged exposures to the Product, Ferreiro waives all rights to institute any
11 form of legal action, and releases all claims against Champro Sports, Sport Chalet (including their
12 parents, subsidiaries or affiliates, and assigns of any of them, who may use, maintain, distribute or
13 sell the Product) whether under Proposition 65 or otherwise, arising out of or resulting from, or
14 related directly or indirectly to, in whole or in part, the Product, including but not limited to any
15 exposure to, or failure to warn with respect to, the Product (referred to collectively in this Section
16 as the "Claims"). In furtherance of the foregoing, as to alleged exposures to the Product, Ferreiro
17 waives any and all rights and benefits which he now has, or in the future may have, conferred
18 upon him with respect to the Claims by virtue of the provisions of § 1542 of the California Civil
19 Code, which provides as follows:

20 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH
21 THE CREDITOR DOES NOT KNOW OR SUSPECT EXIST IN HIS
22 FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF
23 KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS
24 SETTLEMENT WITH THE DEBTOR.

25 Ferreiro understands and acknowledges that the significance and consequence of this waiver of
26 California Civil Code § 1542 is that even if Ferreiro suffers future damages arising out of or
27 resulting from, or related directly or indirectly to, in whole or in part, the Product, including but
28 not limited to any exposure to, or failure to warn with respect to exposure to, the Product, Ferreiro

1 will not be able to make any claim for those damages against Champro Sports.

2 **5. Enforcement of Judgment**

3 5.1 The terms of this Consent Judgment shall be enforced exclusively by the parties
4 hereto. The parties may, by noticed motion or order to show cause before the Superior Court of
5 Alameda County, giving the notice required by law, enforce the terms and conditions contained
6 herein. In any proceeding brought by either party to enforce this Consent Judgment, such party
7 may seek whatever fines, costs, penalties or remedies as may be provided by law for any violation
8 of Proposition 65 or this Consent Judgment.

9 **6. Modification of Judgment**

10 6.1 This Consent Judgment may be modified only by written agreement of the parties
11 upon entry of a modified Consent Judgment by the Court thereon, or upon motion of any party as
12 provided by law and upon an entry of a modified Consent Judgment by the Court.

13 6.2 Should any court enter final judgment in a case brought by Ferreiro or the People
14 involving the Product that sets forth standards defining when Proposition 65 warnings will or will
15 not be required ("Alternative Standards"), or if the California Attorney General's office otherwise
16 provides written endorsement (i.e., a writing that is circulated by the Attorney General that is not
17 intended for the purpose of soliciting further input or comments) of Alternative Standards
18 applicable to the products that are of the same general type and function as the Product and
19 constructed from the same materials, Champro Sports shall be entitled to seek a modification of
20 this Consent Judgment on sixty (60) days' notice to Ferreiro so as to be able to utilize and rely on
21 such Alternative Standards in lieu of those set forth in Section 7 of this Consent Judgment.
22 Ferreiro shall not unreasonably contest any proposed application to effectuate such a modification
23 provided that the Product for which such a modification is sought are of the same general type
24 and function as those to which the Alternative Standards apply.

25 **7. Settlement Payment**

26 7.1 In settlement of all the claims referred to in this Consent Judgment, and without
27 any admission of liability therefore, Champro Sports shall make the following monetary
28 payments:

1 7.1.1 Champro Sports shall pay a total of \$3,000.00 in civil penalties in
2 accordance with this Section. The civil penalty payment will be allocated in accordance with
3 California Health & Safety Code §§ 25249.12(c)(1) and (d), with 75% of the funds remitted to the
4 California Office of Environmental Health Hazard Assessment ("OEHHA") and the remaining
5 25% of the civil penalty remitted to Ferreiro.

6 7.1.2 Within seven (7) business days of the Effective Date, Champro Sports shall
7 issue two separate checks for the initial civil penalty payment to (a) "OEHHA" in the amount of
8 \$2,250.00; and (b) "Brodsky & Smith, LLC in Trust for Ferreiro" in the amount of \$750.00.
9 Payment owed to Ferreiro pursuant to this Section shall be delivered to the following payment
10 address:

11 Evan J. Smith, Esquire
12 Brodsky & Smith, LLC
13 Two Bala Plaza, Suite 510
14 Bala Cynwyd, PA 19004

15 Payment owed to OEHHA (EIN: 68-0284486) pursuant to this Section shall be delivered directly
16 to OEHHA (Memo Line "Prop 65 Penalties") at one of the following address(es):

17 For United States Postal Service Delivery:

18 Mike Gyurics
19 Fiscal Operations Branch Chief
20 Office of Environmental Health Hazard Assessment
21 P.O. Box 4010
22 Sacramento, CA 95812-4010

23 For Non-United States Postal Service Delivery:

24 Mike Gyurics
25 Fiscal Operations Branch Chief
26 Office of Environmental Health Hazard Assessment
27 1001 I Street
28 Sacramento, CA 95814

A copy of the check payable to OEHHA shall be mailed to Brodsky & Smith, LLC at the address
set forth above as proof of payment to OEHHA.

7.1.3 In addition to the payment above, Champro Sports shall pay \$33,500.00 to
Brodsky & Smith, LLC ("Brodsky Smith") as complete reimbursement for Plaintiff Ferreiro's
attorneys' fees and costs, including any investigation and laboratory costs or expert fees, incurred

1 in the course of bringing the Ferreiro action, and in enforcing Proposition 65, including without
2 limitation, preparation of the 60-Day Notice letter and discussions with the office of the Attorney
3 General. Payment shall be made within seven (7) business days of the Effective Date and sent to
4 the address for Brodsky & Smith set forth in section 7.1.2, above.

5 **8. Notices**

6 8.1 Any and all notices between the parties provided for or permitted under this
7 Agreement, or by law, shall be in writing and personally delivered or sent by: (i) first-class
8 (registered or certified mail) return receipt requested; or (ii) overnight or two-day courier on any
9 party by the other party to the following addresses:

10 For Champro Sports:

11 Elizabeth McNulty
12 Archer Norris, PLLC
13 4695 MacArthur Court, Suite 350
14 Newport Beach, CA 92660
15 T: 949-221-4645

16 And

17 Mark S. Granger
18 GRANGER LEGAL CONSULTING
19 P0 BOX 4871134 US RT 9
20 SUITE 4
21 SCHROON LAKE NY 12870

22 For Ferreiro:

23 Evan J. Smith
24 BRODSKY & SMITH, LLC
25 9595 Wilshire Blvd., Suite 900
26 Beverly Hills, CA 90212
27 T: 877.354.2590

28 Any party, from time to time, may specify in writing to the other party a change of address to
which all notices and other communications shall be sent.

8.2 If Ferreiro determines at a future date that a violation of this agreement has
occurred, Ferreiro shall provide notice to Champro Sports to the persons set forth above. Prior to
bringing any action to enforce any requirement of this Consent Judgment, the party alleging a
violation of this settlement agreement shall provide the other party with written notice of the
grounds for such allegation together with all supporting information as well as a complete

1 demand for the relief sought. The parties shall then meet and confer regarding the basis for the
2 allegation in an attempt to resolve the matter informally, including providing the party alleged to
3 be in violation with a reasonable opportunity of at least thirty (30) days to cure any alleged
4 violation. Should such attempts at informal resolution fail, the party alleging a violation may file
5 its lawsuit seeking the proposed relief. In the event that an alleged violation is the result of a
6 Product that contains more than 1,000 ppm DEHP or DiNP in the finished Product, Champro
7 Sports shall have ten (10) days after receiving written notice, to provide testing results conducted
8 as part of a reasonable testing program for the Product showing results of less than 1000 ppm of
9 DEHP and DiNP to Ferreiro for review. In the event that the results indicate DEHP and DiNP
10 levels that comply with the reformulation standard, no further action shall be taken by Ferreiro
11 provided Champro Sports issues written notice to the supplier that furnished the product, advising
12 the supplier of the alleged violation and demanding that quality control and quality assurance
13 standards are strictly adhered to at all times. No further action shall be required of Ferreiro, and
14 no violation shall be deemed to have occurred as against Champro Sports, provided Champro
15 Sports is otherwise in compliance with the terms of this Consent Judgment. Any testing results
16 that are provided to Ferreiro pursuant to this Consent Judgment shall be deemed confidential in
17 accordance with the Confidentiality Agreement that was executed by the parties.

18 **9. Authority to Stipulate**

19 9.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized
20 by the party he or she represents to enter into this Consent Judgment and to execute it on behalf of
21 the party represented and legally to bind that party.

22 **10. Counterparts**

23 10.1 This Stipulation may be signed in counterparts and shall be binding upon the
24 parties hereto as if all said parties executed the original hereof.

25 **11. Retention of Jurisdiction**

26 11.1 This Court shall retain jurisdiction of this matter to implement the Consent
27 Judgment.

28 **12. Service on the Attorney General**

1 12.1 Ferreiro shall serve a copy of this Consent Judgment, signed by both parties, on the
2 California Attorney General on behalf of the parties so that the Attorney general may review this
3 Consent Judgment prior to its submittal to the Court for Approval. No sooner than forty-five (45)
4 days after the Attorney General has received the aforementioned copy of this Consent Judgment,
5 and in the absence of any written objection by the Attorney General to the terms of this Consent
6 Judgment, the parties may then submit it to the Court for Approval.

7 **13. Entire Agreement**

8 13.1 This Consent Judgment contains the sole and entire agreement and understanding
9 of the parties with respect to the entire subject matter hereof, and any and all discussions,
10 negotiations, commitment and understandings related thereto. No representations, oral or
11 otherwise, express or implied, other than those contained herein have been made by any party
12 hereto. No other agreements not specifically referred to herein, oral or otherwise, shall be deemed
13 to exist or to bind any of the parties.

14 **14. Governing Law and Construction**

15 14.1 The validity, construction and performance of this Consent Judgment shall be
16 governed by the laws of the State of California, without reference to any conflicts of law
17 provisions of California law.

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15. Court Approval

15.1 If this Consent Judgment is not approved by the Court, it shall be of no force or effect, and cannot be used in any proceeding for any purpose.

IT IS SO STIPULATED:

Dated: March 9 2016

Dated: March 9, 2016

By: 
Anthony Ferreiro

By: 
Wilson Hunt International, Ltd.

IT IS SO ORDERED, ADJUDGED AND DECREED:

Dated: 3/10/16


Judge of Superior Court