



1 Evan J. Smith, Esquire (SBN 242352)  
 2 Ryan P. Cardona, Esquire (SBN 302113)  
 3 BRODSKY & SMITH, LLC  
 4 9595 Wilshire Blvd., Ste. 900  
 5 Beverly Hills, CA 90212  
 Telephone: (877) 534-2590  
 Facsimile: (310) 247-0160  
 Attorneys for Plaintiff

RECEIVED  
 FILED  
 ALAMEDA COUNTY  
 AUG 11 2016  
 CLERK OF THE SUPERIOR COURT  
 By: [Signature]

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
 COUNTY OF ALAMEDA

10 ESTATE OF MARTHA ELVIRA  
 11 VELARDE,  
 12 Plaintiff,  
 13 vs.  
 14 ORBIT IRRIGATION PRODUCTS,  
 INC.,  
 15 Defendant.

Case No.: RG15789620  
 T.C.  
**[PROPOSED] ORDER APPROVING  
 PROPOSITION 65 SETTLEMENT AND  
 CONSENT JUDGMENT**  
 Judge: Victoria Kolakowski  
 Dept.: 23  
 Hearing Date: August 11, 2016  
 Hearing Time: 3:00 PM  
 Reservation #: R- 1745698

18 Plaintiff Estate of Martha Elvira Velarde ("Plaintiff") and Defendant Orbit Irrigation  
 19 Products, Inc. ("Defendant") have agreed to the terms of the settlement memorialized in the  
 20 [Proposed] Consent Judgment ("Consent Judgment") attached as Exhibit A to the Declaration of  
 21 Evan J. Smith in Support of Motion to Approve Proposition 65 Settlement and Consent  
 22 Judgment lodged herewith, and Plaintiffs have moved this Court for an Order approving the  
 23 settlement.

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

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

*Rec'd*  
 JUN 29 2016

BY FAX

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

- 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: August 12, 2016

  
\_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT

**Victoria S. Kolakowski**

Pl.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Evan J. Smith, Esquire (SBN 242352)  
Ryan P. Cardona, Esquire (SBN 302113)  
BRODSKY & SMITH, LLC  
9595 Wilshire Blvd., Ste. 900  
Beverly Hills, CA 90212  
Telephone: (877) 534-2590  
Facsimile: (310) 247-0160

*Attorneys for Plaintiff*

ENDORSED  
FILED  
ALAMEDA COUNTY

AUG 13 2016

CLERK OF THE SUPERIOR COURT  
By \_\_\_\_\_ Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF ALAMEDA

ESTATE OF MARTHA ELVIRA  
VELARDE,

Plaintiff,

vs.

ORBIT IRRIGATION PRODUCTS,  
INC.,

Defendant.

Case No. RG15789620

T.C.

~~PROPOSED~~ CONSENT JUDGMENT

Judge: Victoria Kolakowski

Dept.: 23

Hearing Date: August 11, 2016

Hearing Time: 3:00 PM

Reservation #: R- 1745698

1           **1.     Introduction**

2           1.1     On July 22, 2015, Martha Velarde (“Velarde”) served Orbit Irrigation Products,  
3 Inc. (“Orbit”), Homer TLC, Inc. d/b/a The Home Depot (“Home Depot”), and various public  
4 enforcement agencies with a document entitled “Notice of Violation of California Health &  
5 Safety Code § 25249.6, *et seq.*” (the “Notice”). The Notice provided Orbit and such others,  
6 including public enforcers, with notice that alleged that Orbit was in purported violation of  
7 California Health & Safety Code § 25249.6 (“Proposition 65”) for failing to warn consumers and  
8 customers that Orbit Flexible PVC Pipe, including but not limited to UPC No. 0 46878 37347 1  
9 (the “Product”), exposed users in California to the chemicals Di(2-ethylhexyl) phthalate (DEHP)  
10 and Diisononyl phthalate (DINP). No public enforcer has diligently prosecuted the allegations set  
11 forth in the Notice.

12           1.2     On October 15, 2015, Velarde filed a Complaint for Civil Penalties and Injunctive  
13 Relief (“Complaint”) in the Alameda County Superior Court (the “Court”), Case No.  
14 RG15789620, against Orbit (“Defendant”) alleging violations of Proposition 65 with respect to  
15 the Product (the “Action”).

16           1.3     On December 11, 2015, Orbit answered the Complaint.

17           1.4     On May 12, 2016, the Estate of Martha Elvira Velarde (“Plaintiff”) was substituted  
18 as Plaintiff in the Action.

19           1.5     Defendant and Home Depot are each a corporation that employs more than ten  
20 persons under California Health and Safety Code §25249.6 and offered the Product for sale  
21 within the State of California.

22           1.6     Plaintiff’s Complaint alleges, among other things, that Defendant sold the Product  
23 in California and/or to California citizens, that the Product contains DEHP and DINP, and that the  
24 resulting exposure violated provisions of Proposition 65, by knowingly and intentionally  
25 exposing persons to chemicals known to the State of California to cause cancer, birth defects or  
26 other reproductive harm, without first providing a clear and reasonable warning to such  
27 individuals.

28           1.7     For purposes of this Consent Judgment only, the parties stipulate that this Court

1 has jurisdiction over the allegations of violations contained in the Complaint and personal  
2 jurisdiction over Defendant as to the acts alleged in the Complaint, that venue is proper in the  
3 County of Alameda, and that this Court has jurisdiction to enter this Consent Judgment as a  
4 resolution of the allegations contained in the Complaint.

5 1.8 The parties enter into this Consent Judgment pursuant to a full settlement and  
6 release of disputed claims between the parties as alleged in the Complaint for the purpose of  
7 avoiding prolonged litigation. By execution of this Consent Judgment, Defendant does not admit  
8 any violation of Proposition 65 and specifically deny that they committed any such violation.  
9 Nothing in this Consent Judgment shall be construed as an admission by Defendant of any fact,  
10 issue of law, or violation of law, nor shall compliance with the Consent Judgment constitute or be  
11 construed as an admission by Defendant of any fact, issue of law, or violation of law. Nothing in  
12 this Consent Judgment shall prejudice, waive, or impair any right, remedy or defense that  
13 Defendant may have in any other future legal proceeding. However, this paragraph shall not  
14 diminish or otherwise affect the obligations, responsibilities and duties of Defendant under this  
15 Consent Judgment.

16 1.9 For purposes of this Consent Judgment, the term "Effective Date" shall mean the  
17 date that the Consent Judgment is entered by the Court.

18 2. **Injunctive Relief**

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

26 2.2 "Reformulated Product" shall mean Product that contains less than or equal to  
27 1,000 parts per million ("ppm") of each of DEHP and DINP when analyzed pursuant to CPSC-  
28 CH-C1001-09.3 Standard Operating Procedure for Determination of Phthalates method.

1           2.3   Commencing on the Effective Date, Orbit shall, for all Product it sells or  
2 distributes and which is intended for sale in California or which Orbit has reason to believe will  
3 be shipped or sold in California and that is not a Reformulated Product, provide clear and  
4 reasonable warnings as set forth in subsections 2.3(a) and (b) below. The warning shall be  
5 prominently placed with such conspicuousness as compared with other words, statements,  
6 designs, or devices as to render it likely to be read and understood by an ordinary individual  
7 under customary conditions before purchase or use. Each warning shall be provided in a manner  
8 such that the consumer or user understands to which specific Product the warning applies, so as to  
9 minimize the risk of consumer confusion.

10                   **(a)   Retail Store Sales**

11                           **(i)   Product Labeling.**   Orbit shall affix a warning to the packaging,  
12 labeling or directly on each Product sold in retail outlets in California by Orbit or  
13 any person selling the Product that states:

14                   **PROPOSITION 65 WARNING:**  
15                   This product contains chemicals known to the State of California to cause cancer,  
                    birth defects or other reproductive harm.

16                           **(ii)   Point of Sale Warnings.**   Alternatively,   Orbit   may  
17 provide warning signs in the form below to its customers in California with  
18 instructions to post the warnings in close proximity to the point of display  
19 of the Product. Such instruction sent to Orbit customers shall be sent by  
20 certified mail, return receipt requested.

21                   **PROPOSITION 65 WARNING:**  
22                   This product contains chemicals known to the State of California to cause cancer,  
23 birth defects or other reproductive harm.

24                           **(b)   Mail Order Catalog Warning.**   In the event that Orbit directly sells  
25 Product via mail order catalog directly to consumers located in California after the Effective Date  
26 that is not a Reformulated Product, Orbit shall provide a warning for such Product sold via mail  
27 order catalog to such California residents. A warning that is given in a mail order catalog shall be  
28 in the same type size or larger than the Product description text within the catalog. The following

1 warning shall be provided on the same page and in the same location as the display and/or  
2 description of the Product:

3 **PROPOSITION 65 WARNING:**  
4 This product contains chemicals known to the State of California to cause cancer,  
5 birth defects or other reproductive harm.

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

11 **WARNING:** Certain products identified with this symbol ▼ and offered for sale  
12 in this catalog contain chemicals known to the State of California to cause cancer,  
13 birth defects or other reproductive harm.

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

18 (c) **Internet Sales Warning.** In the event that Orbit directly sells Product  
19 via the internet directly to consumers located in California starting one year after the Effective  
20 Date that is not a Reformulated Product, no later than one year of the effective date, Orbit shall  
21 provide a warning for such Product sold via the internet to such California residents. A warning  
22 that is given on the internet shall be in the same type size or larger than the Product description  
23 text and shall be given in conjunction with the direct sale of the Product. The Web Page on which  
24 the product is located will contain a hyperlink for "California Consumers." The link will contain  
25 the warning language as set forth below. The following warning shall be provided:

26 **PROPOSITION 65 WARNING:**  
27 This product contains chemicals known to the State of California to cause cancer, birth  
28 defects or other reproductive harm.

2.4 The warning requirements set forth in Section 2.3 shall not apply to any

1 Reformulated Product.

2 **3. Entry of Consent Judgment**

3 3.1 The parties hereby request that the Court promptly approve and enter this Consent  
4 Judgment. Upon entry of this Consent Judgment, Plaintiff and Orbit waives their respective  
5 rights to a hearing or trial on the allegations of the Complaint and Notice which are at issue in the  
6 Action.

7 3.2 In the event that the California Attorney General objects or otherwise comments  
8 on one or more provisions of this Consent Judgment, Plaintiff and Orbit agrees to take reasonable  
9 steps to satisfy such concerns or objections.

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

11 4.1 **Plaintiff's Public Release of Proposition 65 Claims.** This Consent  
12 Judgment is a final and binding resolution between Plaintiff, acting in its own behalf, and on  
13 behalf of the public and in the public interest, and Orbit, Home Depot, and their parents,  
14 subsidiaries, affiliated entities under common ownership, directors, officers, agents, employees,  
15 attorneys and each entity to whom Orbit and Home Depot directly or indirectly distribute or sell  
16 the Product, including but not limited to, downstream distributors, wholesalers, customers,  
17 retailers, franchisees, cooperative members and licensees (collectively, "Releasees"), and shall  
18 have preclusive effect such that no other person or entity, whether purporting to act in his, her, or  
19 its interests or the public interest shall be permitted to pursue and/or take any action with respect  
20 to any violation of Proposition 65 that was alleged in the Complaint, or that could have been  
21 brought pursuant to the Notice.

22 4.2 **Plaintiff's Release of Additional Claims.** As to Plaintiff for and in its  
23 individual capacity only, this Consent Judgment shall have preclusive effect such that it shall not  
24 be permitted to pursue and/or take any action with respect to any other statutory or common law  
25 claim, to the fullest extent that any of the foregoing were or could have been asserted by it against  
26 Orbit and Home Depot or the Releasees based on their alleged exposure of persons to DEHP and  
27 DINP in the Product, or their alleged failure to provide a clear and reasonable warning of  
28 exposure to such individuals or, as to alleged exposures to DEHP and DINP in the Product, any



1 other claim based on whole or in part on the facts alleged in the Complaint and the Notice,  
2 whether or not based on actions committed by Orbit. As to alleged exposures to DEHP and DINP  
3 in the Product, compliance with the terms of this Consent Judgment is deemed sufficient to  
4 satisfy all obligations concerning, compliance by Orbit and Home Depot with the requirements of  
5 Proposition 65 with respect to the Product, and any alleged resulting exposure.

6 **4.3 Waiver of Rights Under Section 1542 of the California Civil Code.** As to  
7 alleged exposures to DEHP and DINP in the Product, Plaintiff acting in its individual capacity  
8 waives all rights to institute any form of legal action, and releases all claims against Orbit, Home  
9 Depot, and the Releasees, whether under Proposition 65 or otherwise, arising out of or resulting  
10 from, or related directly or indirectly to, in whole or in part, the Product or the Action, including  
11 but not limited to any exposure to, or failure to warn with respect to, DEHP and DINP in the  
12 Product (referred to collectively in this Section as the "Claims"). In furtherance of the foregoing,  
13 as to alleged exposures to DEHP and DINP in the Products, Plaintiff waives any and all rights  
14 and benefits which it now has, or in the future may have, conferred upon it with respect to the  
15 Claims by virtue of the provisions of § 1542 of the California Civil Code, which provides as  
16 follows:

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

22 Plaintiff understands and acknowledges that the significance and consequence of this waiver of  
23 California Civil Code § 1542 is that even if Plaintiff suffers future damages arising out of or  
24 resulting from, or related directly or indirectly to, in whole or in part, the Product, including but  
25 not limited to any exposure to, or failure to warn with respect to exposure to, DEHP and DINP in  
26 the Products, Plaintiff will not be able to make any claim for those damages against Releasees.

27 **4.4 Orbit's Release of Plaintiff.** Orbit, on behalf of itself, its past and current agents,  
28 representatives, attorneys, successors and/or assignees, hereby waives any and all claims against

1 Plaintiff, its attorneys, and other representatives for any and all actions taken or statements made  
2 (or those that could have been taken or made) by Plaintiff and its attorneys and other  
3 representatives, whether in the course of investigating claims or otherwise seeking enforcement of  
4 Proposition 65 against Orbit in this matter.

5 **5. Enforcement of Judgment**

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

12 **6. Modification of Judgment**

13 6.1 This Consent Judgment may be modified only by written agreement of the parties  
14 upon entry of a modified Consent Judgment by the Court thereon, or upon motion of any party as  
15 provided by law and upon an entry of a modified Consent Judgment by the Court.

16 6.2 Should any court enter final judgment in a case brought by Plaintiff or the People  
17 involving the Products that sets forth standards defining when Proposition 65 warnings will or  
18 will not be required (“Alternative Standards”), or if the California Attorney General otherwise  
19 provides written endorsement (i.e., a writing that is circulated by the Attorney General that is not  
20 intended for the purpose of soliciting further input or comments) of Alternative Standards  
21 applicable to products that are of the same general type and function as the Products and  
22 constructed from the same materials, Orbit shall be entitled to seek a modification of this Consent  
23 Judgment on forty-five (45) days’ notice to Plaintiff so as to be able to utilize and rely on such  
24 Alternative Standards in lieu of those set forth in Section 7 of this Consent Judgment. Plaintiff  
25 shall not unreasonably contest any proposed application to effectuate such a modification  
26 provided that the Products for which such a modification is sought are of the same general type  
27 and function as those to which the Alternative Standards apply.

28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

7. Settlement Payment

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

7.1.1 Orbit shall pay a total of \$3,000.00 in civil penalties (the "Civil Penalty") in accordance with this Section. The Civil Penalty will be allocated in accordance with California Health & Safety Code §§ 25249.12(c)(1) and (d), with 75% of the funds remitted to the California Office of Environmental Health Hazard Assessment ("OEHHA") and the remaining 25% of the funds remitted to Plaintiff. Each respective portion of the Civil Penalty shall be delivered to the addresses listed in Section 2.1.3 below.

7.1.2 In addition to the Civil Penalty, Orbit shall pay \$32,000.00 to Brodsky & Smith, LLC ("Brodsky Smith") as complete reimbursement for Plaintiff's attorneys' fees and costs, including all investigation and laboratory costs and expert fees, incurred in the course of serving the Notice and bringing the Action, and in enforcing Proposition 65, including without limitation, preparation of the Notice letter and discussions with the California Attorney General. Payment shall be made within seven (7) days of the Effective Date.

7.1.3 Within seven (7) days of the Effective Date, Orbit shall issue two separate checks for the Civil Penalty amounts to (a) "OEHHA" in the amount of \$2,250.00; and (b) "Brodsky & Smith, LLC in Trust for The Estate of Martha Velarde" in the amount of \$750.00. Payment owed to Plaintiff pursuant to this Section shall be delivered to the following payment address:

Evan J. Smith, Esq.  
Brodsky & Smith, LLC  
Two Bala Plaza, Suite 510  
Bala Cynwyd, PA 19004

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

For United States Postal Service Delivery:

Mike Gyurics  
Fiscal Operations Branch Chief  
Office of Environmental Health Hazard Assessment

1 P.O. Box 4010  
2 Sacramento, CA 95812-4010

3 For Non-United States Postal Service Delivery:

4 Mike Gyurics  
5 Fiscal Operations Branch Chief  
6 Office of Environmental Health Hazard Assessment  
7 1001 I Street  
8 Sacramento, CA 95814

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

11 **8. Notices**

12 8.1 Any and all notices between the parties provided for or permitted under this  
13 Consent Judgment, or by law, shall be in writing and personally delivered or sent by: (i) first-  
14 class (registered or certified mail) return receipt requested; or (ii) overnight or two-day courier on  
15 any party by the other party to the following addresses:

16 For Orbit:

17 Lec N. Smith, Esq.  
18 Perkins, Mann & Everett Incorporated  
19 7815 N. Palm Ave, Suite 200  
20 Fresno, California 93711-5531  
21 T: 559.447.5700

22 For Plaintiff:

23 Evan J. Smith, Esq.  
24 Brodsky & Smith, LLC  
25 Two Bala Plaza, Suite 510  
26 Bala Cynwyd, PA 19004  
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.

**9. Authority to Stipulate**

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

1           **10.    Counterparts**

2           10.1   This Consent Judgment may be signed in counterparts and shall be binding upon  
3 the parties hereto as if all said parties executed the original hereof.

4           **11.    Retention of Jurisdiction**

5           11.1   This Court shall retain jurisdiction of this matter to implement the Consent  
6 Judgment.

7           **12.    Service on the California Attorney General**

8           12.1   Plaintiff shall serve a copy of this Consent Judgment, signed by both parties, on  
9 the California Attorney General on behalf of the parties so that the Attorney General may review  
10 this Consent Judgment prior to its submittal to the Court for Approval. No sooner than forty-five  
11 (45) days after the Attorney General has received the aforementioned copy of this Consent  
12 Judgment, and in the absence of any written objection by the Attorney General to the terms of this  
13 Consent Judgment, the parties may then submit it to the Court for Approval.

14           **13.    Entire Agreement**

15           13.1   This Consent Judgment contains the sole and entire agreement and understanding  
16 of the parties with respect to the entire subject matter hereof, and any and all discussions,  
17 negotiations, commitments and understandings related thereto. No representations, oral or  
18 otherwise, express or implied, other than those contained herein have been made by any party  
19 hereto. No other agreements not specifically referred to herein, oral or otherwise, shall be deemed  
20 to exist or to bind any of the parties.

21           **14.    Governing Law and Construction**

22           14.1   The validity, construction and performance of this Consent Judgment shall be  
23 governed by the laws of the State of California, without reference to any conflicts of law  
24 provisions under California law.

25           **15.    Court Approval**

26           15.1   If this Consent Judgment is not approved by the Court, it shall be of no force or  
27 effect, and cannot be used in any proceeding for any purpose.

28           15.2   The Effective Date of this Consent Judgment shall be the date on which it is

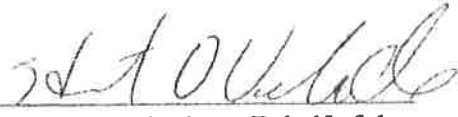
1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

entered by the Court.

**IT IS SO STIPULATED:**

Dated: 6/24/16

Dated: \_\_\_\_\_

By:   
Hector Velarde on Behalf of the  
Estate of Martha Elvira Velarde

By: \_\_\_\_\_  
Orbit Irrigation Products, Inc.

**IT IS SO ORDERED, ADJUDGED AND DECREED:**

Dated: \_\_\_\_\_

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

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

entered by the Court.

**IT IS SO STIPULATED:**

Dated: \_\_\_\_\_

Dated: 6-24-2016

By: \_\_\_\_\_  
Hector Velarde on Behalf of the  
Estate of Martha Elvira Velarde

By:   
Orbit Irrigation Products, Inc.

**IT IS SO ORDERED, ADJUDGED AND DECREED:**

Dated: August 12, 2016

  
Judge of the Superior Court

Victoria S. Kolakowski