

**State of California - Department of Justice - Attorney General's Office - Proposition 65 Enforcement Reporting**

**Attention: Prop 65 Coordinator, 1515 Clay Street, Suite 2000, Oakland, CA 94612**

FORM JUS 1502  
(03-01)

**PRIVATE ENFORCEMENT FILING - Health and Safety Code section 25249.7(e) and (f)**

**REPORT OF ENTRY OF JUDGMENT**

Please print or type required information

☒ Original Filing    ☐ Supplemental Filing    ☐ Corrected Filing

<b>PARTIES TO THE ACTION</b>	PLAINTIFF(S) <b>Shefa LMV Inc.</b>				
	DEFENDANT(S) INVOLVED IN JUDGMENT <b>Weaver Leather LLC</b>				
<b>CASE INFO</b>	COURT DOCKET NUMBER <b>BC654447</b>		COURT NAME <b>Los Angeles Superior Court</b>		
	SHORT CASE NAME <b>Shefa v. Weaver Leather LLC, et al.</b>				
<b>REPORT INFO</b>	INJUNCTIVE RELIEF <b>Warning labels</b>				
	PAYMENT: CIVIL PENALTY <b>\$2,500.00</b>		PAYMENT: ATTORNEYS FEES <b>\$22,500.00</b>		For Internal Use Only
	DATE SUBMITTED TO COURT <b>04 / 28 / 2017</b>		IF YES, DATE SETTLEMENT WAS REPORTED TO ATTORNEY GENERAL <b>04 / 28 / 2017</b>		
	IS JUDGMENT PURSUANT TO SETTLEMENT? <input checked="" type="radio"/> Yes <input type="radio"/> No				
COPY OF JUDGMENT MUST BE ATTACHED					
<b>FILER INFO</b>	NAME OF CONTACT <b>Daniel N. Greenbaum, Esq.</b>				
	ORGANIZATION <b>Law Office of Daniel Greenbaum</b>			TELEPHONE NUMBER ( <b>818</b> ) <b>809-2199</b>	
	ADDRESS <b>7120 Hayvenhurst Ave., Suite 320</b>			FAX NUMBER ( <b>424</b> ) <b>243-7689</b>	
	CITY <b>Van Nuys</b>	STATE <b>CA</b>	ZIP <b>91406</b>	E-MAIL ADDRESS <b>dgreenbaum@greenbaumlawfirm.com</b>	

**FILING INSTRUCTIONS:** This form can be completed online and printed. If electronic filing is not available, mail the completed form with a copy of the judgment to the attention of the Prop 65 Coordinator at the address shown above. If you need additional space to complete this form please use an attachment.

1 LAW OFFICE OF DANIEL N. GREENBAUM

2 Daniel N. Greenbaum, Esq. (SBN 268104)

3 The Hathaway Building

4 7120 Hayvenhurst Avenue, Suite 320

5 Van Nuys, CA 91406

6 Telephone: (818) 809-2199

7 Facsimile: (424) 243-7689

8 Email: dgreenbaum@greenbaumlawfirm.com

9 Attorney for Plaintiff SHEFA LMV, INC.

10 MILLER & MARTIN PLLC

11 Edward N. Boehm, Esq.

12 832 Georgia Ave.

13 Volunteer Building, Suite 1200

14 Chattanooga TN 37402

15 Telephone: (423) 785-8272

16 Facsimile: (423) 321-1508

17 Email: Ned.Boehm@millermartin.com

18 Attorney for Defendant WEAVER LEATHER, LLC

19 SUPERIOR COURT OF THE STATE OF CALIFORNIA

20 FOR THE COUNTY OF LOS ANGELES

21 SHEFA LMV, INC.,

22 Plaintiff,

23 v.

24 WEAVER LEATHER, LLC; and DOES 1  
25 through 10, Inclusive,

26 Defendants.

Case No. BC654447

Hon. Gregory Alarcon  
Dept. 36

**[PROPOSED] CONSENT JUDGMENT AS  
TO WEAVER LEATHER, LLC**

Action filed: March 15, 2017

CONFORMED COPY  
ORIGINAL FILED  
Superior Court of California  
County of Los Angeles

AUG 14 2017

Sheri R. Carter, Executive Officer/Clerk  
By Cher Mason, Deputy

[illegible][illegible][illegible][illegible]

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  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50  
51  
52  
53  
54  
55  
56  
57  
58  
59  
60  
61  
62  
63  
64  
65  
66  
67  
68  
69  
70  
71  
72  
73  
74  
75  
76  
77  
78  
79  
80  
81  
82  
83  
84  
85  
86  
87  
88  
89  
90  
91  
92  
93  
94  
95  
96  
97  
98  
99  
100  
101  
102  
103  
104  
105  
106  
107  
108  
109  
110  
111  
112  
113  
114  
115  
116  
117  
118  
119  
120  
121  
122  
123  
124  
125  
126  
127  
128  
129  
130  
131  
132  
133  
134  
135  
136  
137  
138  
139  
140  
141  
142  
143  
144  
145  
146  
147  
148  
149  
150  
151  
152  
153  
154  
155  
156  
157  
158  
159  
160  
161  
162  
163  
164  
165  
166  
167  
168  
169  
170  
171  
172  
173  
174  
175  
176  
177  
178  
179  
180  
181  
182  
183  
184  
185  
186  
187  
188  
189  
190  
191  
192  
193  
194  
195  
196  
197  
198  
199  
200  
201  
202  
203  
204  
205  
206  
207  
208  
209  
210  
211  
212  
213  
214  
215  
216  
217  
218  
219  
220  
221  
222  
223  
224  
225  
226  
227  
228  
229  
230  
231  
232  
233  
234  
235  
236  
237  
238  
239  
240  
241  
242  
243  
244  
245  
246  
247  
248  
249  
250  
251  
252  
253  
254  
255  
256  
257  
258  
259  
260  
261  
262  
263  
264  
265  
266  
267  
268  
269  
270  
271  
272  
273  
274  
275  
276  
277  
278  
279  
280  
281  
282  
283  
284  
285  
286  
287  
288  
289  
290  
291  
292  
293  
294  
295  
296  
297  
298  
299  
300  
301  
302  
303  
304  
305  
306  
307  
308  
309  
310  
311  
312  
313  
314  
315  
316  
317  
318  
319  
320  
321  
322  
323  
324  
325  
326  
327  
328  
329  
330  
331  
332  
333  
334  
335  
336  
337  
338  
339  
340  
341  
342  
343  
344  
345  
346  
347  
348  
349  
350  
351  
352  
353  
354  
355  
356  
357  
358  
359  
360  
361  
362  
363  
364  
365  
366  
367  
368  
369  
370  
371  
372  
373  
374  
375  
376  
377  
378  
379  
380  
381  
382  
383  
384  
385  
386  
387  
388  
389  
390  
391  
392  
393  
394  
395  
396  
397  
398  
399  
400  
401  
402  
403  
404  
405  
406  
407  
408  
409  
410  
411  
412  
413  
414  
415  
416  
417  
418  
419  
420  
421  
422  
423  
424  
425  
426  
427  
428  
429  
430  
431  
432  
433  
434  
435  
436  
437  
438  
439  
440  
441  
442  
443  
444  
445  
446  
447  
448  
449  
450  
451  
452  
453  
454  
455  
456  
457  
458  
459  
460  
461  
462  
463  
464  
465  
466  
467  
468  
469  
470  
471  
472  
473  
474  
475  
476  
477  
478  
479  
480  
481  
482  
483  
484  
485  
486  
487  
488  
489  
490  
491  
492  
493  
494  
495  
496  
497  
498  
499  
500  
501  
502  
503  
504  
505  
506  
507  
508  
509  
510  
511  
512  
513  
514  
515  
516  
517  
518  
519  
520  
521  
522  
523  
524  
525  
526  
527  
528  
529  
530  
531  
532  
533  
534  
535  
536  
537  
538  
539  
540  
541  
542  
543  
544  
545  
546  
547  
548  
549  
550  
551  
552  
553  
554  
555  
556  
557  
558  
559  
560  
561  
562  
563  
564  
565  
566  
567  
568  
569  
570  
571  
572  
573  
574  
575  
576  
577  
578  
579  
580  
581  
582  
583  
584  
585  
586  
587  
588  
589  
590  
591  
592  
593  
594  
595  
596  
597  
598  
599  
600  
601  
602  
603  
604  
605  
606  
607  
608  
609  
610  
611  
612  
613  
614  
615  
616  
617  
618  
619  
620  
621  
622  
623  
624  
625  
626  
627  
628  
629  
630  
631  
632  
633  
634  
635  
636  
637  
638  
639  
640  
641  
642  
643  
644  
645  
646  
647  
648  
649  
650  
651  
652  
653  
654  
655  
656  
657  
658  
659  
660  
661  
662  
663  
664  
665  
666  
667  
668  
669  
670  
671  
672  
673  
674  
675  
676  
677  
678  
679  
680  
681  
682  
683  
684  
685  
686  
687  
688  
689  
690  
691  
692  
693  
694  
695  
696  
697  
698  
699  
700  
701  
702  
703  
704  
705  
706  
707  
708  
709  
710  
711  
712  
713  
714  
715  
716  
717  
718  
719  
720  
721  
722  
723  
724  
725  
726  
727  
728  
729  
730  
731  
732  
733  
734  
735  
736  
737  
738  
739  
740  
741  
742  
743  
744  
745  
746  
747  
748  
749  
750  
751  
752  
753  
754  
755  
756  
757  
758  
759  
760  
761  
762  
763  
764  
765  
766  
767  
768  
769  
770  
771  
772  
773  
774  
775  
776  
777  
778  
779  
780  
781  
782  
783  
784  
785  
786  
787  
788  
789  
790  
791  
792  
793  
794  
795  
796  
797  
798  
799  
800  
801  
802  
803  
804  
805  
806  
807  
808  
809  
810  
811  
812  
813  
814  
815  
816  
817  
818  
819  
820  
821  
822  
823  
824  
825  
826  
827  
828  
829  
830  
831  
832  
833  
834  
835  
836  
837  
838  
839  
840  
841  
842

[illegible]

100

---

[illegible]

1 the Consent Judgment constitute or be construed as an admission by the Parties of any fact,  
2 conclusion of law, issue of law, or violation of law.

3 1.9 Nothing in this Consent Judgment shall prejudice, waive, or impair any right,  
4 remedy, argument, or defense the Parties may have in any other legal proceeding.

5 1.10 This Consent Judgment is the product of negotiation and compromise and is  
6 accepted by the Parties for purposes of settling, compromising, and resolving issues disputed in  
7 this action.

8 1.11 The term "Effective Date" means the date on which this Consent Judgment is  
9 approved and entered by the Court.

10 1.12 Shefa shall file a dismissal as to the entire case within (thirty) 30 days after entry  
11 of this Consent Judgment.

## 12 **2. INJUNCTIVE RELIEF**

13 2.1 **Warning Requirement.** Warnings in accordance with Section 2.2 shall be given  
14 for Covered Products containing lead (Pb) that are manufactured ninety (90) days after the  
15 Effective Date that Settling Defendant sells in California, markets or distributes for sale in  
16 California, or offers for sale to a third party for retail sale in California. For purposes of Section  
17 2 and this entire Consent Judgment, Covered Products will not be considered to "contain lead  
18 (Pb)" if they are manufactured using low lead brass<sup>1</sup> or brass that contains zero amounts of lead.

19 2.2 **Proposition 65 Warnings.** Covered Products are compliant with Proposition  
20 65 and this Consent Judgment if warnings are provided on the product label or packaging in  
21 accordance with Sections 2.3 and 2.4.

22 2.3 **Product Labeling.** Warnings that are affixed to the packaging, labeling, or  
23 directly on each Covered Product sold at retail in California, shall state:

24  
25  
26 \_\_\_\_\_  
27 <sup>1</sup> Brass alloy containing 0.25% or less lead is known as "low lead" brass, as opposed to the more  
28 typical alloy which contains 5% lead.



[illegible]

**2**

**3**

4  
5  
6  
7  
8  
9  
0  
1

2  
3  
4

## 5

6  
78  
9

0  
1  
2  
3  
4  
5  
6

1 with taxpayer identification number 68-0284486. This payment shall  
2 be delivered as follows:

3 For United States Postal Service Delivery:

4 Attn: Mike Gyurics  
5 Fiscal Operations Branch Chief  
6 Office of Environmental Health Hazard Assessment  
7 P.O. Box 4010, MS #19B  
8 Sacramento, CA 95812-4010

9 For Non-United States Postal Service Delivery:

10 Attn: Mike Gyurics  
11 Fiscal Operations Branch Chief  
12 Office of Environmental Health Hazard Assessment  
13 1001 I Street, MS #19B  
14 Sacramento, CA 95814

15 The Shefa portion of the civil penalty payment in the amount of  
16 \$625.00 shall be made payable to Shefa LMV, Inc. and associated with  
17 taxpayer identification number 81-0907002. This payment shall be delivered  
18 to the Law Office of Daniel N. Greenbaum, 7120 Hayvenhurst Ave, Suite  
19 320, Van Nuys, CA 91406.

20 **3.2.2 Attorneys' fees and Costs.** A reimbursement of Shefa's attorney's fees  
21 and costs in the amount of \$22,500.00 payable to the "Law Office of  
22 Daniel N. Greenbaum," and associated with taxpayer identification  
23 number 46-4580172. This payment shall be delivered to the Law Office  
24 of Daniel N. Greenbaum, 7120 Hayvenhurst Ave, Suite 320, Van Nuys,  
25 CA 91406.

26 **4. CLAIMS COVERED AND RELEASED**

27 4.1 **Full and Binding Resolution of Proposition 65 Allegations:** This Consent  
28 Judgment is a full, final, and binding resolution between:

- 29 (i) Shefa on behalf of itself and the public interest; and  
30 (ii) Settling Defendant and its affiliates ("affiliate" means a person or entity who  
31 directly or indirectly owns or controls, is owned or controlled by, or is under common ownership

or control with, Settling Defendant), former affiliates, and its current and past directors, officers, shareholders, employees and attorneys (“Defendant Releasees”), and each entity to whom (or from whom) any of them directly or indirectly distribute, receive for distribution and/or sell Covered Products, including but not limited to distributors, wholesalers, customers, retailers (including, but not limited to, Amazon.com, Inc.), franchisees, cooperative members, licensors, and licensees (“Distributor Releasees”); of any violation of Proposition 65 that was or could have been asserted in the Complaint against Settling Defendant, Defendant Releasees, and Distributor Releasees, based on failure to warn about alleged exposure to lead contained in Covered Products shipped, distributed or sold by Settling Defendant prior to ninety (90) days after the Effective Date.

4.2 **Individual Release:** Shefa, on behalf of itself, its past and current agents, representatives, attorneys, and successors and/or assignees, and **not** in its representative capacity, hereby provides a release that shall be effective as a full and final accord and satisfaction, as a bar to all Claims under Proposition 65, Bus. & Prof. Code §§ 17200 *et seq.*, or any other statutory or common law, that are or may be asserted against Settling Defendant, Defendant Releasees, and Distributor Releasees, whether known or unknown, suspected or unsuspected, arising out of alleged exposures to, and/or failure to warn of alleged exposures to, lead in Covered Products shipped, distributed or sold by Settling Defendant and that were manufactured less than ninety (90) days after the Effective Date.

4.3 **General Release:** It is possible that other Claims not known to the Parties arising out of the facts alleged in the Notice or the Complaint will develop or be discovered. Shefa, on behalf of itself, its past and current agents, representatives, attorneys, and successors and/or assigns, and **not** in its representative capacity, acknowledges that this Consent Judgment is expressly intended to cover and include all such Claims, including all rights of action therefor. Shefa has full knowledge of the contents of Civil Code § 1542. Shefa acknowledges that the Claims released in Sections 4.1 and 4.2 include unknown Claims, and Shefa nevertheless waives Civil Code § 1542 as to any such unknown Claims. Civil Code § 1542 reads as follows:

1 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH  
2 THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS  
3 OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE,  
4 WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY  
5 AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

6 Shefa, on behalf of itself, its past and current agents, representatives, attorneys, and  
7 successors and/or assignees, and **not** in its representative capacity, acknowledges and  
8 understands the significance and consequences of this specific waiver of Civil Code § 1542.

9 4.4 Compliance with the terms of this Consent Judgment by Settling Defendant shall  
10 constitute compliance with Proposition 65 by Settling Defendant, Defendant Releasees, and  
11 Distributor Releasees with respect to any alleged failure to warn about lead in Covered Products  
12 that were distributed or sold by Settling Defendant and that were manufactured more than ninety  
13 (90) days after the Effective Date.

14 4.5 Nothing in this Section 4 affects Shefa's right to commence or prosecute an action  
15 under Proposition 65 against any person other than Settling Defendant, Defendant Releasees, or  
16 Distributor Releasees.

## 17 5. ENFORCEMENT

18 5.1 The Parties may, by motion or application for an order to show cause before the  
19 Superior Court of Los Angeles County, enforce the terms and conditions contained in this  
20 Consent Judgment.

21 5.2 Prior to bringing any motion or application to enforce the requirements of Section  
22 2 above, Shefa shall provide Settling Defendant with a Notice of Violation and proof of purchase  
23 and a copy of any test results which purportedly support the Notice of Violation.

24 5.3 The Parties shall then meet and confer regarding the basis for the anticipated  
25 motion or application in an attempt to resolve it informally, including providing Settling  
26 Defendant with a reasonable opportunity of at least thirty (30) days to cure any alleged violation.

27 5.4 Should such attempts at informal resolution fail, Shefa may file an enforcement  
28 motion or application.

1 **6. ATTORNEYS' FEES**

2 6.1 Except as otherwise provided in this Consent Judgment, each Party shall bear its  
3 own attorneys' fees and costs.

4 6.2 Nothing in this Section 6 shall preclude a Party from seeking an award of  
5 sanctions pursuant to law.

6 **7. NOTICE**

7 7.1 When Shefa is entitled to receive any notice under this Consent Judgment, the  
8 notice shall be sent by first class and electronic mail to:

9 Daniel N. Greenbaum  
10 Law Office of Daniel N. Greenbaum  
11 7120 Hayvenhurst Ave., Suite 320  
12 Van Nuys CA 91406  
dgreenbaum@greenbaumlawfirm.com

13 7.2 When Settling Defendant is entitled to receive any notice under this Consent  
14 Judgment, the notice shall be sent by electronic mail to:

15 Edward N. Boehm, Esq.  
16 MILLER & MARTIN PLLC  
17 832 Georgia Ave.  
18 Volunteer Building, Suite 1200  
Chattanooga TN 37402  
Email: Ned.Boehm@millermartin.com

19 7.3 Any Party may modify the person and address to whom the notice is to be sent by  
20 sending the other Party notice by electronic mail.

21 **8. MODIFICATION**

22 8.1 **Written Consent.** This Consent Judgment may be modified from time to time by  
23 express written agreement of the Parties with the approval of the Court, or by an order of this  
24 Court upon motion and in accordance with law.

25 8.2 **Meet and Confer.** Any Party seeking to modify this Consent Judgment shall  
26 attempt in good faith to meet and confer with all affected Parties prior to filing a motion to  
27 modify the Consent Judgment.

1 **9. COMPLIANCE WITH HEALTH AND SAFETY CODE § 25249.7(f)**

2 9.1 Shefa agrees to comply with the reporting form requirements referenced in Health  
3 and Safety Code § 25249.7(f).

4 **10. COURT APPROVAL**

5 10.1 This Consent Judgment shall become effective upon entry by the Court.

6 10.2 The Parties acknowledge that, pursuant to Health & Safety Code § 25249.7, a  
7 noticed motion is required to obtain judicial approval of this Consent Judgment. Shefa shall  
8 prepare and file such motion, and Settling Defendant shall not oppose it.

9 10.3 If this Consent Judgment is not entered by the Court, it shall be of no force or  
10 effect and shall never be introduced into evidence or otherwise used in any proceeding for any  
11 purpose other than to allow the Court to determine if there was a material breach of Section 10.2.

12 **11. OTHER TERMS**

13 11.1 The terms of this Consent Judgment shall be governed by the laws of the State of  
14 California.

15 11.2 This Consent Judgment shall apply to and be binding upon Shefa, Settling  
16 Defendant, its affiliates, and successors or assigns of any of them.

17 11.3 This Consent Judgment contains the sole and entire agreement and understanding  
18 of the Parties with respect to the entire subject matter hereof, and any and all prior discussions,  
19 negotiations, commitments, or understandings related thereto, if any, are hereby merged herein  
20 and therein.

21 11.4 There are no warranties, representations, or other agreements between the Parties  
22 except as expressly set forth herein.

23 11.5 No representations, oral or otherwise, express or implied, other than those  
24 specifically referred to in this Consent Judgment have been made by any Party hereto.

25 11.6 This Court shall retain jurisdiction of this matter to implement or modify the  
26 Consent Judgment.

11.7 The stipulations to this Consent Judgment may be executed in counterparts and by means of facsimile or portable document format (pdf), which taken together shall be deemed to constitute one document.

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

11.9 The Parties, including their counsel, have participated in the preparation of this Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties.

11.10 This Consent Judgment was subject to revision and modification by the Parties and has been accepted and approved as to its final form by all Parties and their counsel.

11.11 Accordingly, any uncertainty or ambiguity existing in this Consent Judgment shall not be interpreted against any Party as a result of the manner of the preparation of this Consent Judgment.

11.12 Each Party to this Consent Judgment agrees that any statute or rule of construction providing that ambiguities are to be resolved against the drafting Party should not be employed in the interpretation of this Consent Judgment and, in this regard, the Parties hereby waive Civil Code § 1654.

## 12. REQUEST FOR FINDINGS, APPROVAL OF SETTLEMENT AND ENTRY OF CONSENT JUDGMENT

12.1 This Consent Judgment will be brought before this Court upon the request of the Parties. The Parties request the Court to review this Consent Judgment and to make the following findings pursuant to Health & Safety Code § 25249.7(f)(4):


- a. The injunctive relief required by the Consent Judgment complies with Health & Safety Code § 25249.7;
- b. The reimbursement of fees and costs to be paid pursuant to the Consent Judgment is reasonable under California law; and

1 c. The civil penalty amount to be paid pursuant to Consent Judgment is reasonable.  
2

3 AGREED TO:  
4


5 Dated: 04/18/2017

SHEFA LMV, LLC

6 By:   
7

8  
9  
10 Dated: 4/13/2017

WEAVER LEATHER, LLC

11 By:   
12 Carlos Mullet  
13 Chief Financial Officer  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27

28



1 **[PROPOSED] JUDGMENT**

2  
3 Please note that on \_\_\_\_\_, 2017 at \_\_\_\_\_, Plaintiff Shefa LMV Inc.'s ("Plaintiff") Motion for  
4 Court Approval of Settlement Agreement and Entry of Consent Judgment as to Defendant Weaver  
5 Leather LLC came for hearing before this Court in Department 36, the Honorable Gregory Alarcon  
6 presiding. Counsel for Plaintiff did [not] appear; counsel for Defendant did [not] appear.

7 After full consideration of the points and authorities and related pleadings submitted, the Court  
8 GRANTED Plaintiff's Motion pursuant to and in accordance with Health & Safety Code  
9 §25249.7(f)(4). The Court reviewed the above Settlement Agreement and makes the following  
10 findings pursuant to Health & Safety Code § 25249.7(f)(4):

11 a. The injunctive relief required by the Settlement Agreement complies with Health &  
12 Safety Code § 25249.7;

13 b. The reimbursement of fees and costs to be paid pursuant to the Settlement  
14 Agreement is reasonable under California law; and

15 c. The civil penalty amount to be paid pursuant to Settlement Agreement is reasonable.  
16

17 The Settlement Agreement is hereby approved, and the clerk is directed to ENTER  
18 JUDGMENT in accordance with the terms of the Settlement Agreement above.  
19

20  
21 **AUG 14 2017**

22 Date

**GREGORY W. ALARCON**

23 Judge of the Superior Court  
24  
25  
26  
27  
28