

1 Clifford A. Chanler, State Bar No. 135534
2 David Lavine, State Bar No. 166744
3 HIRST & CHANLER LLP
4 2560 Ninth Street
5 Parker Plaza, Suite 214
6 Berkeley, CA 94710-2565
7 Telephone: (510) 848-8880
8 Facsimile: (510) 848-8118

9 Attorneys for Plaintiff
10 ANTHONY E. HELD, Ph.D., P.E.

11 Michael J. Stiles, State Bar No. 179214
12 JEFFER MANGELS BUTLER & MARMARO LLP
13 1900 Avenue of the Stars, Seventh Floor
14 Los Angeles, California 90067
15 Telephone: (310) 203-8080
16 Facsimile: (310) 203-0567

17 Attorneys for Defendant
18 UNIQUE INDUSTRIES, INC.

19 SUPERIOR COURT OF THE STATE OF CALIFORNIA
20 FOR THE COUNTY OF ALAMEDA
21 UNLIMITED CIVIL JURISDICTION

22 ANTHONY HELD, Ph.D., P.E.,)

23 Plaintiff,)

24 v.)

25 UNIQUE INDUSTRIES, INC.; and DOES 1)
26 through 150, inclusive,)

27 Defendants.)

Case No. RG08388551

**STIPULATION AND [PROPOSED]
ORDER RE: CONSENT JUDGMENT**

1 **1. INTRODUCTION**

2 **1.1 Anthony E. Held, Ph.D., P.E., and Unique Industries, Inc.**

3 This consent judgment is entered into by and between plaintiff Anthony E. Held, Ph.D.,
4 P.E. (“Dr. Held” or “Plaintiff”) and Unique Industries, Inc. (“Unique Industries” or
5 “Defendant”), with Plaintiff and Unique Industries collectively referred to as the “Parties.”

6 **1.2 Plaintiff**

7 Dr. Held is an individual residing in the State of California who seeks to promote
8 awareness of exposure to toxic chemicals and improve human health by reducing or eliminating
9 hazardous substances contained in consumer products.

10 **1.3 Defendant**

11 Unique Industries employs ten or more persons who are each a person in the course of
12 doing business for purposes of the Safe Drinking Water and Toxic Enforcement Act of 1986,
13 California Health & Safety Code §25249.6 *et seq.* (Proposition 65).

14 **1.4 General Allegations**

15 Dr. Held alleges that Unique Industries has manufactured, distributed and/or sold bath
16 toys containing di(2-ethylhexyl)phthalate (hereinafter “DEHP”) without the requisite health
17 hazard warnings. DEHP is known to cause birth defects and other reproductive harm and is
18 listed by its chemical nomenclature pursuant to Proposition 65. DEHP shall be referred to
19 hereinafter as the “Listed Chemical.”

20 **1.5 Product Description**

21 The products that are covered by this Consent Judgment are defined as follows: children’s
22 bath toys containing the plasticizer phthalate DEHP, such as Party 6 Squeaky Ducks # 86920 (#0
23 11179 86920 6). All such bath toys containing DEHP are referred to hereinafter as “Products”
24 and singly as “Product.”

25 **1.6 Notice of Violation**

26 On November 20, 2007, Dr. Held served Unique Industries and various public
27 enforcement agencies with a document entitled “60-Day Notice of Violation” (the “Notice”) that
28 provided Unique Industries and public enforcers with notice of alleged violations of California

1 Health & Safety Code §25249.6 for failing to warn consumers that the Products that Unique
2 Industries sold exposed users in California to the Listed Chemical. To the best of the parties'
3 knowledge, no public enforcer has diligently prosecuted the allegations set forth in the Notice.

4 **1.7 Complaint**

5 On May 20, 2008, Dr. Held, acting in the interest of the general public in California, filed a
6 complaint ("Complaint") in the Superior Court in and for the County of Alameda against Unique
7 Industries and Does 1 through 150, alleging violations of California Health & Safety Code
8 §25249.6 based on the alleged exposures to the Listed Chemical contained in the Products sold by
9 Unique Industries.

10 **1.8 No Admission**

11 Unique Industries denies the material, factual and legal allegations contained in Dr. Held's
12 Notice and Complaint and maintains that all Products that they have sold and distributed in
13 California have been and are in compliance with all laws. Nothing in this Consent Judgment shall
14 be construed as an admission by Unique Industries of any fact, finding, issue of law, or violation
15 of law, nor shall compliance with this Consent Judgment constitute or be construed as an
16 admission by Unique Industries of any fact, finding, conclusion, issue of law, or violation of law,
17 such being specifically denied by Unique Industries. However, this section shall not diminish or
18 otherwise affect Unique Industries' obligations, responsibilities, and duties under this Consent
19 Judgment.

20 **1.9 Consent to Jurisdiction**

21 For purposes of this Consent Judgment only, the Parties stipulate that this Court has
22 jurisdiction over Unique Industries as to the allegations contained in the Complaint, that venue is
23 proper in the County of Alameda and that this Court has jurisdiction to enter and enforce the
24 provisions of this Consent Judgment.

25 **1.10 Effective Date**

26 For purposes of this Consent Judgment, the term "Effective Date" shall mean July 1, 2008.
27
28

1 **2. INJUNCTIVE RELIEF: WARNINGS AND REFORMULATION**

2 **2.1 Product Warnings**

3 Commencing on the Effective Date, Unique Industries shall not sell, ship, or offer to be
4 shipped for sale in California any Product unless such Product is sold or shipped with one of the
5 clear and reasonable warnings set forth in subsections 2.1(a) and (b), are otherwise exempt
6 pursuant to Section 2.2, or comply with the reformulation standards set forth in Section 2.3.

7 Each warning shall be prominently placed with such conspicuousness as compared with
8 other words, statements, designs, or devices as to render it likely to be read and understood by an
9 ordinary individual under customary conditions before purchase or use. Each warning shall be
10 provided in a manner such that the consumer or user understands to which *specific* Product the
11 warning applies, so as to minimize if not eliminate the chance that an overwarning situation will
12 arise.

13 **(a) Retail Store Sales.**

14 **(i) Product Labeling.** Unique Industries may perform its warning
15 obligation by ensuring that a warning is affixed to the packaging, labeling, or directly on each
16 Product sold in retail outlets in California by Unique Industries or its agents, that states:

17 **WARNING:** This product contains DEHP, a phthalate
18 chemical known to the State of California to
19 cause birth defects and other reproductive
20 harm.

21 **(ii) Point-of-Sale Warnings.** Unique Industries may perform its
22 warning obligations by providing warning signs in the form below to its customers in California
23 with instructions to post the warnings in close proximity to the point of display of the Products.

24 **WARNING:** This product contains DEHP, a phthalate
25 chemical known to the State of California to
26 cause birth defects and other reproductive
27 harm.

28 Where more than one Product is sold in proximity to other like items or to those that do
not require a warning (*e.g.*, Reformulated Products as defined in Section 2.3), the following
statement must be used:¹

¹For purposes of the consent judgment, "sold in proximity" shall mean that the Product and another product are

1 **WARNING:** The following products contain DEHP, a phthalate
2 chemical known to the State of California to
 cause birth defects and other reproductive harm.

3 *[list products for which warning is required]*

4 **(b) Mail Order Catalog and Internet Sales.** In the event that Unique
5 Industries sells Products via mail order catalog or internet to customers located in California after
6 the Effective Date that are not Reformulated Products, Unique Industries shall satisfy its warning
7 obligations for Products sold via mail order catalog or the Internet to California residents by
8 providing a warning: (i) in the mail order catalog, or (ii) on the website. Warnings given in the
9 mail order catalog or on the website shall identify the specific Product to which the warning
10 applies as further specified in Sections 2.1(b)(i) and (ii).

11 **(i) Mail Order Catalog Warning.** Any warning provided in a mail
12 order catalog must be in the same type size or larger than the Product description text within the
13 catalog. The following warning shall be provided on the same page and in the same location as
14 the display and/or description of the Product:

15 **WARNING:** This product contains DEHP, a phthalate
16 chemical known to the State of California to
17 cause birth defects and other reproductive
 harm.

18 Where it is impracticable to provide the warning on the same page and in the same
19 location as the display and/or description of the Product, Unique Industries may utilize a
20 designated symbol to cross reference the applicable warning and shall define the term “designated
21 symbol” with the following language on the inside of the front cover of the catalog or on the same
22 page as any order form for the Product(s):

23 **WARNING:** Certain products identified with this symbol
24 and offered for sale in this catalog contain
25 DEHP, a phthalate chemical known to the
26 State of California to cause birth defects and
 other reproductive harm.

27
28

offered for sale or purchase close enough to each other that the consumer, under customary conditions, could not
reasonably determine which of the two products is subject to the warning sign.

1 The designated symbol must appear on the same page and in close proximity to the display
2 and/or description of the Product. On each page where the designated symbol appears, Unique
3 Industries must provide a header or footer directing the consumer to the warning language and
4 definition of the designated symbol.

5 If Unique Industries elects to provide warnings in the mail order catalog, then the
6 warnings must be included in all catalogs offering to sell one or more Products printed after July
7 1, 2008.

8 (ii) **Internet Website Warning.** A warning may be given in
9 conjunction with the sale of the Product via the Internet, provided it appears either: (a) on the
10 same web page on which the Product is displayed; (b) on the same web page as the order form
11 for the Product; (c) on the same page as the price for any Product; or (d) on one or more web
12 pages displayed to a purchaser during the checkout process. The following warning statement
13 shall be used and shall appear in any of the above instances adjacent to or immediately following
14 the display, description, or price of the Product for which it is given in the same type size or
15 larger than the Product description text:

16 **WARNING:** This product contains DEHP, a phthalate
17 chemical known to the State of California to
18 cause birth defects and other reproductive harm.

19 Alternatively, the designated symbol may appear adjacent to or immediately following the
20 display, description, or price of the Product for which a warning is being given, provided that the
21 following warning statement also appears elsewhere on the same web page, as follows:

22 **WARNING:** Products identified on this page with the
23 following symbol contain DEHP, a
24 phthalate chemical known to the State of
25 California to cause birth defects and other
26 reproductive harm: .

27 **2.2 Exceptions To Warning Requirements**

28 The warning requirements set forth in Section 2.1 shall not apply to:

- (i) Any Products shipped to Unique Industries' customers in California prior to the Effective Date; or

1 (ii) Reformulated Products (as defined in Section 2.3 below).

2 **2.3 Reformulation Standards**

3 Reformulated Products are defined as those Products containing less than or equal to
4 1,000 parts per million (“ppm”) of DEHP. The warnings required pursuant to Section 2.1 above
5 shall not be required for Reformulated Products.

6 Unique Industries shall use Environmental Protection Agency (“EPA”) testing
7 methodologies 3580A and 8270C, or other comparable methodologies accepted by one or more
8 federal and/or state agencies, including, if appropriate, ASTM D3421, to determine whether the
9 respective levels have been exceeded in its Products.

10 **2.4 Reformulation Commitment**

11 Unique Industries hereby commits that one hundred percent (100%) of the Products that
12 they offer for sale in California after September 30, 2008, shall qualify as Reformulated Products
13 or shall otherwise be exempt from the warning requirements of Section 2.1.

14 **3. MONETARY PAYMENTS**

15 **3.1 Penalties Pursuant to Health & Safety Code §25249.7(b)**

16 In settlement of all the claims referred to in this Consent Judgment, Unique Industries shall
17 pay \$3,500 in civil penalties to be apportioned in accordance with California Health & Safety Code
18 §25192, with 75% of these funds remitted to the State of California’s Office of Environmental
19 Health Hazard Assessment (“OEHHA”) and the remaining 25% of the penalty remitted to Anthony
20 Held as provided by California Health & Safety Code §25249.12(d). Unique Industries shall issue
21 two separate checks for the penalty payment: (a) one check made payable to “Hirst & Chanler LLP
22 in Trust For OEHHA” in the amount of \$2,625, representing 75% of the total penalty; and (b) one
23 check to “Hirst & Chanler LLP in Trust for Anthony Held” in the amount of \$875, representing
24 25% of the total penalty. Two separate 1099s shall be issued for the above payments: (a) OEHHA,
25 P.O. Box 4010, Sacramento, CA, 95814 (EIN: 68-0284486); and (b) Anthony Held, whose
26 information shall be provided five calendar days before the payment is due.

27 Payment shall be delivered to Dr. Held’s counsel within ten days of the Effective Date at
28 the following address:

1 HIRST & CHANLER LLP
2 Attn: Proposition 65 Controller
3 455 Capitol Mall, Suite 605
4 Sacramento, CA 95814

5 The sums paid pursuant to this section 3.1 shall be held by Hirst & Chanler in the
6 appropriate client trust account until entry of this Consent Judgment by the Court becomes final,
7 including any potential appeals.

8 **4. REIMBURSEMENT OF FEES AND COSTS**

9 **4.1 Attorney Fees and Costs.**

10 The Parties acknowledge that Dr. Held and his counsel offered to resolve this dispute
11 without reaching terms on the amount of fees and costs to be reimbursed to them, thereby leaving
12 this fee issue to be resolved after the material terms of the agreement had been settled. Unique
13 Industries then expressed a desire to resolve the fee and cost issue shortly after the other
14 settlement terms had been finalized. The Parties then attempted to (and did) reach an accord on
15 the compensation due to Dr. Held and his counsel under general contract principles and the
16 private attorney general doctrine codified at California Code of Civil Procedure (CCP) §1021.5,
17 for all work performed through the mutual execution of this agreement. Unique Industries shall
18 reimburse Dr. Held and his counsel a total of \$23,000 for fees and costs incurred as a result of
19 investigating, bringing this matter to Unique Industries' attention, and litigating and negotiating a
20 settlement in the public interest. Unique Industries shall issue a separate 1099 for fees and costs
21 (EIN: 20-3929984) and shall make the check payable to "HIRST & CHANLER LLP" and shall be
22 delivered within ten days of the Effective Date to the following address:
23

24 HIRST & CHANLER LLP
25 Attn: Proposition 65 Controller
26 455 Capitol Mall, Suite 605
27 Sacramento, CA 95814

1 **4.2 Additional Attorney Fees and Costs in Seeking Judicial Approval.**

2 Pursuant to CCP §§1021 and 1021.5, the Parties agree that Unique Industries will
3 reimburse Dr. Held and his counsel for their reasonable fees and costs incurred in seeking judicial
4 approval of this settlement agreement in the trial court, in an amount not to exceed \$6,000. Such
5 additional fees and costs, exclusive of fees and costs that may be incurred in the event of an
6 appeal include, but are not limited to, drafting and filing of the motion to approve papers,
7 fulfilling the reporting requirements referenced in Health & Safety Code §25249.7(f), responding
8 to any third party objections, corresponding with opposing counsel and appearing before the
9 Court related to the approval process.

10 Reimbursement of such additional fees and costs shall be due within ten days after receipt
11 of a billing statement from Dr. Held (“Additional Fee Claim”). Payment of the Additional Fee
12 Claim shall be made to “Hirst & Chanler LLP,” and the payment shall be delivered, at the
13 following address:

14
15 HIRST & CHANLER LLP
16 Attn: Proposition 65 Controller
17 Capitol Mall Complex
18 455 Capitol Mall, Suite 605
19 Sacramento, CA 95814

20 Unique Industries has the right to object to such reimbursement and may submit the resolution of
21 this issue to the American Arbitration Association (AAA) in Northern California to determine the
22 reasonableness of the additional fees and costs sought, provided that an arbitration such notice of
23 objection or decision to arbitrate is received by Dr. Held by the end of the ten calendar days. If
24 an arbitration notice is not filed with AAA in a timely manner, Dr. Held may file a motion with
25 the Court pursuant to both CCP §1021.5 and this settlement agreement to recover additional
26 attorney fees and costs incurred as set forth in this paragraph. In the event Unique Industries
27 submits the matter to arbitration, the prevailing party shall be awarded reasonable attorneys fees
28 and costs incurred in connection with the arbitration.

1 **5. RELEASE OF ALL CLAIMS**

2 **5.1 Dr. Held’s Release of Unique Industries**

3 In further consideration of the promises and agreements herein contained, and for the
4 payments to be made pursuant to Sections 3 and 4, Dr. Held on behalf of himself, his past and
5 current agents, representatives, attorneys, successors, and/or assignees, and in the interest of the
6 general public, hereby waives all rights to institute or participate in, directly or indirectly, any
7 form of legal action and releases all claims, including, without limitation, all actions, and causes
8 of action, in law or in equity, suits, liabilities, demands, obligations, damages, costs, fines,
9 penalties, losses, or expenses (including, but not limited to, investigation fees, expert fees, and
10 attorneys’ fees) of any nature whatsoever, whether known or unknown, fixed or contingent
11 (collectively “claims”), against Unique Industries and each of its downstream wholesalers,
12 licensors, licensees, auctioneers, retailers, franchisees, dealers, customers, owners, purchasers,
13 users, parent companies, corporate affiliates, subsidiaries, and their respective officers, directors,
14 attorneys, representatives, shareholders, agents, and employees, and sister and parent entities
15 (collectively “Releasees”) that arise under Proposition 65, as such claims relate to Unique
16 Industries’ alleged failure to warn about exposures to the Listed Chemicals contained in the
17 Products.

18 The parties further understand and agree that this release shall not extend upstream to any
19 entities that manufactured the Products or any component parts thereof, or any distributors or
20 suppliers who sold the Products or any component parts thereof to Unique Industries.

21 **5.2 Unique Industries’ Release of Dr. Held**

22 Unique Industries waives any and all claims against Dr. Held, his attorneys, and other
23 representatives for any and all actions taken or statements made (or those that could have been
24 taken or made) by Dr. Held and his attorneys and other representatives, whether in the course of
25 investigating claims or otherwise seeking enforcement of Proposition 65 against them in this
26 matter, and/or with respect to the Products.

27 **6. COURT APPROVAL**

28 This Consent Judgment is not effective until it is approved and entered by the court and

1 shall be null and void if, for any reason, it is not approved and entered by the court within six
2 months after it has been fully executed by all parties. In the event that this Consent Judgment is
3 (a) not entered by this Court for any reason whatsoever, or (b) is entered by the Court and
4 subsequently overturned by any appellate court, any monies that have been provided to Plaintiff,
5 or his counsel pursuant to Section 3 and/or Section 4 above, together with interest at the prevailing
6 federal rate accruing from the date of payment by Defendant, shall be refunded within fifteen days
7 of the written demand by Defendant for return of such funds.

8 **7. SEVERABILITY**

9 If, subsequent to the execution of this Consent Judgment, any of the provisions of this
10 Consent Judgment are held by a court to be unenforceable, the validity of the enforceable
11 provisions remaining shall not be adversely affected.

12 **8. GOVERNING LAW**

13 The terms of this Consent Judgment shall be governed by the laws of the State of
14 California and apply within the State of California. In the event that Proposition 65 is repealed or
15 is otherwise rendered inapplicable by reason of law generally, or as to the Products, then Unique
16 Industries shall provide written notice to Dr. Held of any asserted change in the law, and shall
17 have no further obligations pursuant to this Consent Judgment with respect to, and to the extent
18 that, the Products are so affected.

19 **9. NOTICES**

20 Unless specified herein, all correspondence and notices required to be provided pursuant
21 to this consent judgment shall be in writing and personally delivered or sent by: (i) first-class,
22 (registered or certified mail) return receipt requested; or (ii) overnight courier on any party by the
23 other party at the following addresses:

24 To Unique Industries:

25 Glenn Wattenmaker, General Counsel
26 UNIQUE INDUSTRIES, INC.
27 4750 League Island Boulevard
28 Philadelphia, Pennsylvania 19112

1 With copy to:

2 Michael J. Stiles, Esq.
3 JEFFER, MANGELS, BUTLER & MARMARO LLP
4 1900 Avenue of the Stars, Seventh Floor
5 Los Angeles, California 90067

6 To Dr. Held:

7 Proposition 65 Coordinator
8 HIRST & CHANLER LLP
9 2560 Ninth Street
10 Parker Plaza, Suite 214
11 Berkeley, CA 94710-2565

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

14 **10. COUNTERPARTS; FACSIMILE SIGNATURES**

15 This Consent Judgment may be executed in counterparts and by facsimile, each of which
16 shall be deemed an original, and all of which, when taken together, shall constitute one and the
17 same document.

18 **11. COMPLIANCE WITH HEALTH & SAFETY CODE §25249.7(f)**

19 Dr. Held agrees to comply with the reporting form requirements referenced in California
20 Health & Safety Code §25249.7(f).

21 **12. ADDITIONAL POST EXECUTION ACTIVITIES**

22 Dr. Held and Unique Industries agree to mutually employ their best efforts to support the
23 entry of this agreement as a Consent Judgment and obtain approval of the Consent Judgment by
24 the court in a timely manner. The parties acknowledge that, pursuant to California Health &
25 Safety Code §25249.7, a noticed motion is required to obtain judicial approval of this Consent
26 Judgment. Accordingly, Plaintiff agrees to file a motion to approve the settlement.

27 **13. MODIFICATION**

28 This Consent Judgment may be modified only: (1) by written agreement of the Parties
and upon entry of a modified Consent Judgment by the Court thereon; or (2) upon a successful
motion of any party and entry of a modified consent judgment by the Court. The Attorney
General shall be served with notice of any proposed modification to this Consent Judgment at
least fifteen (15) days in advance of its consideration by the Court.

1 **14. AUTHORIZATION**

2 The undersigned are authorized to execute this Consent Judgment on behalf of their
3 respective parties and have read, understood, and agree to all of the terms and conditions of this
4 Consent Judgment.

<p>6 AGREED TO: 7 Date: <u>6/30/2008</u> 8 By: <u>Anthony E Held</u> 9 Plaintiff, ANTHONY E. HELD, Ph.D., P.E.</p>	<p>6 AGREED TO: 7 Date: _____ 8 By: _____ 9 Defendant, UNIQUE INDUSTRIES, INC.</p>
<p>10 APPROVED AS TO FORM: 11 Date: <u>June 30, 2008</u> 12 13 HIRST & CHANLER LLP 14 15 By: <u>[Signature]</u> 16 David Lavine 17 Attorneys for Plaintiff 18 ANTHONY E. HELD, Ph.D., P.E.</p>	<p>10 APPROVED AS TO FORM: 11 Date: _____ 12 13 JEFFER, MANGELS, BUTLER & 14 MARMARO LLP 15 16 By: _____ 17 Michael J. Stiles 18 Attorneys for Defendant 19 UNIQUE INDUSTRIES, INC.</p>

19 **IT IS SO ORDERED.**

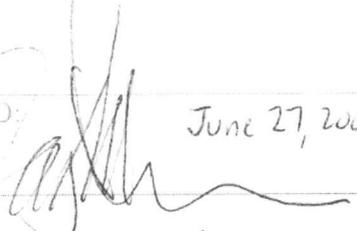
20 Date: _____

21 _____
22 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

14. AUTHORIZATION

The undersigned are authorized to execute this Consent Judgment on behalf of their respective parties and have read, understood, and agree to all of the terms and conditions of this Consent Judgment.

AGREED TO: Date: _____ By: _____ Plaintiff, ANTHONY E. HELD, Ph.D., P.E.	AGREED TO:  Date: June 27, 2008 By: <u>Craig Noveck, President</u> Defendant, UNIQUE INDUSTRIES, INC.
APPROVED AS TO FORM: Date: _____ HIRST & CHANLER LLP By: _____ David Lavine Attorneys for Plaintiff ANTHONY E. HELD, Ph.D., P.E.	APPROVED AS TO FORM: Date: _____ JEFFER, MANGELS, BUTLER & MARMARO LLP By: _____ Michael J. Stiles Attorneys for Defendant UNIQUE INDUSTRIES, INC.

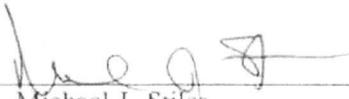
IT IS SO ORDERED.

Date: _____

JUDGE OF THE SUPERIOR COURT

1 **14. AUTHORIZATION**

2 The undersigned are authorized to execute this Consent Judgment on behalf of their
3 respective parties and have read, understood, and agree to all of the terms and conditions of this
4 Consent Judgment.

5	6	7	8	9	10	11	12	13	14	15	16	17	18
AGREED TO:						AGREED TO:							
Date: _____						Date: _____							
By: _____ Plaintiff, ANTHONY E. HELD, Ph.D., P.E.						By: _____ Defendant, UNIQUE INDUSTRIES, INC.							
APPROVED AS TO FORM:						APPROVED AS TO FORM:							
Date: _____						Date: <u>JUNE 27, 2008</u>							
HIRST & CHANLER LLP						JEFFER, MANGELS, BUTLER & MARMARO LLP							
By: _____ David Lavine Attorneys for Plaintiff ANTHONY E. HELD, Ph.D., P.E.						By:  Michael J. Stiles Attorneys for Defendant UNIQUE INDUSTRIES, INC.							

19 **IT IS SO ORDERED.**

20 Date: _____

21 _____
JUDGE OF THE SUPERIOR COURT