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Consumer Advocacy Group, Inc.

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF LOS ANGELES**

10 CONSUMER ADVOCACY GROUP, INC., in
the public interest,

11 Plaintiff,

12 v.

13 BURLINGTON COAT FACTORY
14 WAREHOUSE CORPORATION, a Delaware
Corporation;
15 BURLINGTON COAT FACTORY DIRECT
CORPORATION, a New Jersey Corporation;
16 BURLINGTON STORES, INC., a Delaware
Corporation;
17 BURLINGTON COAT FACTORY OF
CALIFORNIA, LLC., a California Limited
18 Liability Corporation;
LOUISE PARIS LTD., a business entity of
19 form unknown;
NEXT STEP GROUP INC., a New York
20 Corporation;
SANTANA TESORO, LLC., a Nevada
21 Limited Liability Corporation;
L & LEUNG GROUP, a Hong Kong
22 Corporation;
L & LEUNG HANDBAGS MFY., LTD., a
23 business entity of form unknown;
BURLINGTON COAT FACTORY OF SAN
24 BERNARDINO, LLC., a California Limited
Liability Corporation; DOES 1-20;

25 Defendants.
26
27
28

CASE NO. BC672978

CONSENT JUDGMENT [PROPOSED]

Health & Safety Code § 25249.5 *et seq.*

Dept. 30

Judge: Hon. Barbara Scheper

Complaint filed: August 18, 2017

1 **1. INTRODUCTION**

2 **1.1** This Consent Judgment is entered into by and between plaintiff, **Consumer**
3 **Advocacy Group, Inc.** (referred to as “CAG”) acting on behalf of itself and in the interest of the
4 public, and Defendant **Louise Paris Ltd.** (referred to as “Defendant”), with each referred to as a
5 “Party” and collectively referred to as “Parties.” Defendants Burlington Coat Factory Warehouse
6 Corporation, Burlington Coat Factory Direct Corporation, Burlington Stores, Inc., Burlington Coat
7 Factory of California, LLC, and Burlington Coat Factory of San Bernardino, LLC (“collectively,
8 “Burlington Defendants”) and Next Step Group, Inc. will be released by CAG as set forth in
9 Section 4, below.

10 **1.2 Defendants and Products.**

11 Defendant is a business entity form unknown which does business in California and employs
12 ten (10) or more persons. CAG alleges that Defendant manufactured, caused to be manufactured,
13 sold, or distributed Polymer Fitness Balls (referred to hereinafter as “Covered Products”) including
14 but not limited to “Cover girl®”; “Active”; “65cm Core Conditioning Exercise Ball”; “Includes Air
15 Pump”; “Engineered with Anti-burst Technology”; “Helps Improve Core Strength and Posture”;
16 “Provides a Total Body Workout”; “Color Black” “SEA 2 ACC 09 642 64991663 6”;
17 “00006303040975820797”; “Superior Brands Group LLC.”; “New York, NY 10001”; “COVER
18 GIRL is a trademark of Next Step Group, Inc.”; UPC: 630304714770”. For purposes of this
19 Consent Judgment, Defendant is deemed a person in the course of doing business in California and
20 are subject to the provisions of the Safe Drinking Water and Toxic Enforcement Act of 1986,
21 California Health & Safety Code §§ 25249.6 et seq. (“Proposition 65”). The Covered Products are
22 limited only to those sold or supplied by Defendant.

23 **1.3 Listed Chemical.**

24 Di (2-ethylhexyl) Phthalate (“DEHP”), also known as Diethyl Hexyl Phthalate and Bis
25 (2-ethylhexyl) Phthalate, has been listed by the State of California as a chemical known to cause
26 cancer and birth defects or other reproductive harm.

1 **1.4 Notice of Violation.**

2 On October 19, 2016 CAG served Defendant Louise Paris and various public enforcement
3 agencies with a document titled “60-Day Notice of Violation” (“AG 2016-01228”) that provided the
4 recipients with notice of alleged violations of Health & Safety Code § 25249.6 for failing to warn
5 individuals in California of exposures to DEHP contained in certain Polymer Fitness Balls sold by
6 Defendant (“Notice”). No public enforcer has commenced or diligently prosecuted the allegations
7 set forth in the Notice.

8 **1.5 Complaint.**

9 On August 18, 2017, CAG filed a Complaint for civil penalties and injunctive relief
10 (“Complaint”) in the above-captioned action. In the First Cause of Action, the Complaint alleges,
11 among other things, that Defendant, Burlington Defendants, and Next Step Group, Inc. violated
12 Proposition 65 by failing to give clear and reasonable warnings of exposure to DEHP from the
13 Covered Products.

14 Defendant denies the claims in the Complaint and maintains that there is no duty to warn for
15 alleged exposure to DEHP in the Covered Products.

16 **1.6 Consent to Jurisdiction.**

17 For purposes of this Consent Judgment, the Parties stipulate that this Court has jurisdiction
18 over the allegations of violations contained in the Complaint and personal jurisdiction over
19 Defendant as to the acts alleged in the Complaint, that venue is proper in the County of Los Angeles
20 and that this Court has jurisdiction to enter this Consent Judgment as a full settlement and resolution
21 of the allegations contained in the Complaint and of all claims which were or could have been
22 raised by any person or entity based in whole or in part, directly or indirectly, on the facts alleged
23 therein or arising therefrom or related thereto.

24 **1.7 No Admission.**

25 This Consent Judgment resolves claims that are denied and disputed. The Parties enter into
26 this Consent Judgment pursuant to a full and final settlement of any and all claims between the
27 Parties for the purpose of avoiding prolonged litigation. Nothing in this Consent Judgment shall be
28 construed as an admission by the Parties of any material allegation of the Notice or the Complaint,


1 any fact, conclusion of law, issue of law or violation of law, including without limitation, any
2 admission concerning any alleged violation of Proposition 65 or any other statutory, regulatory,
3 common law, or equitable doctrine. Nothing in this Consent Judgment, nor compliance with its
4 terms, shall constitute or be construed as an admission by the Parties, or give rise to any inference,
5 of any fact, conclusion of law, issue of law, or violation of law, or of fault, wrongdoing, or liability
6 by any Defendant, its officers, directors, employees, or parent, subsidiary or affiliated corporations,
7 or be offered or admitted as evidence in any administrative or judicial proceeding or litigation in
8 any court, agency, or forum. Furthermore, nothing in this Consent Judgment shall prejudice, waive
9 or impair any right, remedy, argument, or defense the Parties may have in any other or future legal
10 proceeding, except as expressly provided in this Consent Judgment.

11 **1.8** The “Effective Date” is the date that this Consent Judgment is approved and entered
12 by the Court.

13 **2. INJUNCTIVE RELIEF**

14 **2.1** Within 90 days of the Effective Date, Defendant shall not sell, offer for sale in
15 California, or distribute for sale in California, any Covered Products unless they contain no more
16 than 0.1% DEHP by weight.

17 **2.2** For any Covered Products still existing in Defendant’s inventory as of the Effective
18 Date, Defendant shall place a Proposition 65 compliant warning on the packaging. Any warning
19 provided pursuant to this section shall be affixed to the packaging of, or directly on, the Covered
20 Products, and be prominently placed with such conspicuousness as compared with other words,
21 statements, designs, or devices as to render it likely to be read and understood by an ordinary
22 individual under customary conditions before purchase or use. The pictogram shall be in yellow
23 with a black exclamation mark; provided the pictogram may be in white instead of yellow if the
24 Covered Product label does not contain the color yellow. The following warning is deemed to
25 comply with Proposition 65:

26  **WARNING:** This product can expose you to chemicals including Di(2-ethylhexyl)
27 phthalate (DEHP), which is known to the State of California to cause cancer and birth
28 defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov.

1 If the Defendant sells Covered Products in existing inventory via an internet website to customers
2 located in California, the warning requirements of this section shall be satisfied in accordance with
3 applicable regulations.

4 **3. SETTLEMENT PAYMENT**

5 **3.1 Payment and Due Date.**

6 Within 10 business days of the Effective Date, Defendant shall pay a total of sixty-five
7 thousand dollars and zero cents (\$65,000) in full and complete settlement of all monetary claims by
8 CAG related to the Notice and Complaint as to Defendant, as follows:

9 **3.1.1 Civil Penalty:** Defendant shall issue separate checks totaling five thousand
10 seven hundred and twenty dollars and zero cents (\$5,720.00) as penalties pursuant to Health &
11 Safety Code § 25249.12:

12 (a) Defendant will issue a check made payable to the State of California's
13 Office of Environmental Health Hazard Assessment ("OEHHA") in the amount of four thousand
14 two hundred and ninety dollars and zero cents (\$4,290.00) representing 75% of the total penalty and
15 Defendant will issue a check to CAG in the amount of one thousand four hundred and thirty dollars
16 and zero cents (\$1,430.00) representing 25% of the total penalty; and

17 (b) Separate 1099s shall be issued for each of the above payments:
18 Defendant will issue a 1099 to OEHHA, P.O. Box 4010, Sacramento, CA 95184 (EIN: 68-0284486)
19 in the amount of \$4,290.00. Defendant will also issue a 1099 to CAG c/o Yeroushalmi &
20 Yeroushalmi 9100 Wilshire Boulevard, Suite 240W, Beverly Hills, California 90212 in the amount
21 of \$1,430.00.

22 **3.1.2 Additional Settlement Payment:** The Defendant shall issue one check for
23 four thousand two hundred and eighty dollars and zero cents (\$4,280.00) to "Consumer Advocacy
24 Group, Inc." pursuant to Health & Safety Code § 25249.7(b) and California Code of Regulations,
25 Title 11 § 3203(d). CAG will use this portion of the this Additional Settlement Payment as follows,
26 eighty five percent (85%) for fees of investigation, purchasing and testing for Proposition 65 listed
27 chemicals in various products, and for expert fees for evaluating exposures through various
28 mediums, including but not limited to consumer product, occupational, and environmental

1 exposures to Proposition 65 listed chemicals, and the cost of hiring consulting and retaining experts
2 who assist with the extensive scientific analysis necessary for those files in litigation and to offset
3 the costs of future litigation enforcing Proposition 65 but excluding attorney fees; fifteen percent
4 (15%) for administrative costs incurred during investigation and litigation to reduce the public's
5 exposure to Proposition 65 listed chemicals by notifying those persons and/or entities believed to be
6 responsible for such exposures and attempting to persuade those persons and/or entities to
7 reformulate their products or the source of exposure to completely eliminate or lower the level of
8 Proposition 65 listed chemicals including but not limited to costs of documentation and tracking of
9 products investigated, storage of products, website enhancement and maintenance, computer and
10 software maintenance, investigative equipment, CAG's member's time for work done on
11 investigations, office supplies, mailing supplies and postage. Within 30 days of a request from the
12 Attorney General, CAG shall provide to the Attorney General copies of documentation
13 demonstrating how the above funds have been spent. CAG shall be solely responsible for ensuring
14 the proper expenditure of such additional settlement payment.

15 **3.1.3 Reimbursement of Attorneys' Fees and Costs:** Defendant shall pay fifty-
16 five thousand dollars and zero cents (\$55,000.00) to "Yeroushalmi & Yeroushalmi" as complete
17 reimbursement for any and all reasonable investigation fees and costs, attorneys' fees, expert fees,
18 and any and all other costs and expenses incurred as a result of investigating, bringing this matter to
19 the Defendant's attention, litigating, negotiating a settlement in the public interest, and seeking and
20 obtaining court approval of this Consent Judgment.

21 **3.2** Other than the payment to OEHHA described above, all payments referenced in
22 paragraphs 4.1.1, 4.1.2, and 4.1.3 above, shall be delivered to: Reuben Yeroushalmi, Yeroushalmi
23 & Yeroushalmi, 9100 Wilshire Blvd., Suite 240W, Beverly Hills, CA 90212. The payment to
24 OEHHA shall be delivered directly to Office of Environmental Health Hazard Assessment, Attn:
25 Mike Gyurics, 1001 I Street, Mail Stop 12-B, Sacramento, California 95812. The Defendant shall
26 provide written confirmation to CAG upon payment to OEHHA.

1 **4. MATTERS COVERED BY THIS CONSENT JUDGMENT**

2 **4.1** This Consent Judgment is a full, final, and binding resolution between CAG, on
3 behalf of itself and in the public interest, on the one hand, and (i) Defendant and its officers,
4 directors, attorneys, agents, insurers, employees, parents, shareholders, divisions, subdivisions,
5 subsidiaries, partners, affiliates, sister companies, and their successors and assigns (collectively
6 referred to as “Defendant Releasees”); (ii) all entities to which Defendant Releasees directly or
7 indirectly has distributed or sold the Covered Products, including, but not limited to, downstream
8 distributors, suppliers, wholesalers, customers, retailers (including but not limited to the Burlington
9 Defendants), and marketplace hosts; (iii) Next Step Group, Inc., franchisors, franchisees,
10 cooperative members, licensors, licensees; (iv) and the successors and assigns of any of them (the
11 released entities listed in (i) through (iv) of this Section 4.1 are collectively referred to as “Released
12 Parties”) for all claims for violations of Proposition 65 for alleged exposures to DEHP from
13 Covered Products manufactured, distributed, or sold by Defendant on or before the Effective Date.
14 Defendant’s compliance with this Consent Judgment shall constitute compliance by any Released
15 Parties with Proposition 65 with respect to DEHP in the Covered Products manufactured,
16 distributed, or sold after the Effective Date. Nothing in this Section affects CAG’s right to
17 commence or prosecute an action under Proposition 65 against any person other than the Released
18 Parties.

19 **4.2** CAG on behalf of itself, its past and current agents, representatives, attorneys,
20 successors, and/or assignees (collectively, the “CAG Releasers”), hereby waives all rights to
21 institute or participate in, directly or indirectly, any form of legal action and releases all claims,
22 including, without limitation, all actions, and causes of action, in law or in equity, suits, liabilities,
23 demands, obligations, damages, costs, fines, penalties, losses, or expenses (including, but not
24 limited to, investigation fees, expert fees, and attorneys’ fees) of any nature whatsoever, whether
25 known or unknown, fixed or contingent (collectively “Claims”), against the Released Parties arising
26 from any violation of Proposition 65 or any other statutory or common law regarding alleged
27 exposures to, or the failure to warn about alleged exposures to, DEHP from the Covered Products.
28 It is possible that Claims not known to the Parties arising out of the facts alleged in the Notice or the

1 Complaint and relating to the Covered Products will develop or be discovered. CAG, on behalf of
2 itself and the CAG Releasers, acknowledges that this Consent Judgment is expressly intended to
3 cover and include all such Claims. CAG has full knowledge of the contents of California Civil
4 Code section 1542. CAG, on behalf of itself and the CAG Releasers, acknowledges that the Claims
5 released in this Section 4 may include unknown Claims, and nevertheless waives California Civil
6 Code § 1542 as to any such unknown Claims. California Civil Code section 1542 reads as follows:

7 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
8 THAT THE CREDITOR OR RELEASING PARTY DOES NOT
9 KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT
10 THE TIME OF EXECUTING THE RELEASE AND THAT, IF
11 KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY
12 AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR
13 OR RELEASED PARTY.

14 CAG understands and acknowledges that the significance and consequence of this waiver of
15 California Civil Code section 1542.

16 **5. ENFORCEMENT OF JUDGMENT**

17 **5.1** The terms of this Consent Judgment shall be enforced exclusively by the Parties
18 hereto. The Parties may, by noticed motion or order to show cause before the Superior Court of
19 California, Los Angeles County, enforce the terms and conditions contained herein. A Party may
20 enforce any of the terms and conditions of this Consent Judgment only after that Party first provides
21 30 days' notice to the Party allegedly failing to comply with the terms and conditions of this
22 Consent Judgment, and attempts to resolve such Party's failure to comply in an open and good faith
23 manner.

24 **5.2 Notice of Violation.** Prior to bringing any motion, order to show cause, or other
25 proceeding to enforce the terms of this Consent Judgment, CAG shall provide a Notice of Violation
26 ("NOV") to the Defendant. The NOV shall include for each of the Covered Products: the date(s)
27 the alleged violation(s) was observed and the location at which the Covered Products were offered
28 for sale, and shall be accompanied by all test data obtained by CAG regarding the Covered
Products, including an identification of the component(s) of the Covered Products that were tested.

1 **5.2.1 Non-Contested NOV.** CAG shall take no further action of any kind
2 regarding the alleged violation if, within 60 days of receiving such NOV, the Defendant serves a
3 Notice of Election (“NOE”) not to contest the NOV that meets one of the following conditions:

4 (a) A statement that the Covered Product was manufactured and shipped
5 by the Defendant for sale in California before the Effective Date; or

6 (b) A statement that since receiving the NOV the Defendant has taken
7 corrective action by either: (i) taking all steps necessary to bring the sale of the product into
8 compliance under the terms of this Consent Judgment; or (ii) requesting that its customers or stores
9 in California, as applicable, remove the Covered Product identified in the NOV from sale in
10 California and destroy or return the Covered Product to the Defendant or vendor, as applicable; or
11 (iii) refute the information provided in the NOV.

12 **5.2.2 Contested NOV.** The Defendant may serve a Notice of Election (“NOE”)
13 informing CAG of its election to contest the NOV within 60 days of receiving the NOV.

14 (a) In its election, the Defendant may request that the sample(s) of
15 Covered Product tested by CAG be subject to confirmatory testing at an EPA-accredited laboratory.

16 (b) If the confirmatory testing establishes that the Covered Products do
17 not contain DEHP in excess of the level allowed in Section 2.1, above, CAG shall take no further
18 action regarding the alleged violation. If the testing does not establish compliance with Section 2.1,
19 above, the Defendant may withdraw its NOE to contest the violation and may serve a new NOE
20 pursuant to Section 6.2.1.

21 (c) If the Defendant does not withdraw a NOE to contest the NOV, the
22 Parties shall meet and confer for a period of no less than 30 days before CAG may seek an order
23 enforcing the terms of this Consent Judgment.

24 **5.3** In any proceeding brought by either Party to enforce this Consent Judgment, the
25 prevailing Party shall be entitled to recover its reasonable attorney’s fees and costs.

26 **6. ENTRY OF CONSENT JUDGMENT**

27 **6.1** CAG shall file a motion seeking approval of this Consent Judgment pursuant to
28 California Health & Safety Code § 25249.7(f). Upon entry of the Consent Judgment, CAG and

1 Defendant waives their respective rights to a hearing or trial on the allegations of the First Cause of
2 Action of the Complaint.

3 **6.2** If this Consent Judgment is not approved in full by the Court: (a) this Consent
4 Judgment and any and all prior agreements between the Parties merged herein shall terminate and
5 become null and void, and the actions shall revert to the status that existed prior to the execution
6 date of this Consent Judgment; (b) no term of this Consent Judgment or any draft thereof, or of the
7 negotiation, documentation, or other part or aspect of the Parties' settlement discussions, shall have
8 any effect, nor shall any such matter be admissible in evidence for any purpose in this Action, or in
9 any other proceeding; and (c) the Parties agree to meet and confer to determine whether to modify
10 the terms of the Consent Judgment and to resubmit it for approval .

11 **7. MODIFICATION OF JUDGMENT**

12 **7.1** This Consent Judgment may be modified only upon written agreement of the Parties
13 and upon entry of a modified Consent Judgment by the Court thereon, or upon motion of any Party
14 as provided by law and upon entry of a modified Consent Judgment by the Court.

15 **7.2** Any Party seeking to modify this Consent Judgment shall attempt in good faith to
16 meet and confer with the other Party prior to filing a motion to modify the Consent Judgment.

17 **7.3** Within fifteen (15) business days of the Effective Date, CAG shall file a request for
18 dismissal without prejudice of the Burlington Defendants and Next Step Group, Inc. with respect to
19 the First Cause of Action in the Complaint.

20 **8. RETENTION OF JURISDICTION**

21 **8.1** This Court shall retain jurisdiction of this matter to implement and enforce the terms
22 of this Consent Judgment under Code of Civil Procedure § 664.6.

23 **9. SERVICE ON THE ATTORNEY GENERAL**

24 **9.1** CAG shall serve a copy of this Consent Judgment, signed by both Parties, on the
25 California Attorney General so that the Attorney General may review this Consent Judgment prior
26 to its submittal to the Court for approval. No sooner than forty-five (45) days after the Attorney
27 General has received the aforementioned copy of this Consent Judgment, and in the absence of any
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1 written objection by the Attorney General to the terms of this Consent Judgment, the Parties may
2 then submit it to the Court for approval.

3 **10. ATTORNEY FEES**

4 **10.1** Except as specifically provided in Section 3.1.3, each Party shall bear its own costs
5 and attorney fees in connection with this action.

6 **11. ENTIRE AGREEMENT**

7 **11.1** This Consent Judgment contains the sole and entire agreement and understanding of
8 the Parties with respect to the entire subject matter hereof and any and all prior discussions,
9 negotiations, commitments and understandings related hereto. No representations, oral or
10 otherwise, express or implied, other than those contained herein have been made by any Party
11 hereto. No other agreements not specifically referred to herein, oral or otherwise, shall be deemed
12 to exist or to bind any of the Parties.

13 **12. GOVERNING LAW**

14 **12.1** The validity, construction and performance of this Consent Judgment shall be
15 governed by the laws of the State of California, without reference to any conflicts of law provisions
16 of California law.

17 **12.2** The terms of this Consent Judgment shall be governed by the laws of the State of
18 California. In the event that Proposition 65 is repealed, preempted, or is otherwise rendered
19 inapplicable by reason of law generally, or if any of the provisions of this Consent Judgment are
20 rendered inapplicable or are no longer required as a result of any such repeal or preemption, or
21 rendered inapplicable by reason of law generally as to the Covered Products, then any Defendant
22 subject to this Consent Judgment may provide written notice to CAG of any asserted change in the
23 law, and shall have no further obligations pursuant to this Consent Judgment with respect to, and to
24 the extent that, the Covered Products are so affected. Nothing in this Consent Judgment shall be
25 interpreted to relieve a Defendant from any obligation to comply with any pertinent state or federal
26 law or regulation.

27 **12.3** The Parties, including their counsel, have participated in the preparation of this
28 Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties. This

1 Consent Judgment was subject to revision and modification by the Parties and has been accepted
2 and approved as to its final form by all Parties and their counsel. Accordingly, any uncertainty or
3 ambiguity existing in this Consent Judgment shall not be interpreted against any Party as a result of
4 the manner of the preparation of this Consent Judgment. Each Party to this Consent Judgment
5 agrees that any statute or rule of construction providing that ambiguities are to be resolved against
6 the drafting Party should not be employed in the interpretation of this Consent Judgment and, in this
7 regard, the Parties hereby waive California Civil Code § 1654.

8 **13. EXECUTION AND COUNTERPARTS**

9 **13.1** This Consent Judgment may be executed in counterparts and by means of facsimile
10 or portable document format (pdf), which taken together shall be deemed to constitute one
11 document and have the same force and effect as original signatures.

12 **14. NOTICES**

13 **14.1** Any notices under this Consent Judgment shall be by personal delivery or First-Class
14 Mail.

15 If to CAG:

16 Reuben Yeroushalmi
17 YEROUSHALMI & YEROUSHALMI
18 9100 Wilshire Boulevard, Suite 240W
19 Beverly Hills, CA 90212
20 Tel: (310) 623-1926

21 If to Louise Paris Ltd:

22 Trenton H. Norris
23 Sarah Esmaili
24 ARNOLD & PORTER KAYE SCHOLER LLP
25 Three Embarcadero Center, 10th Floor
26 San Francisco, CA 94111
27 Tel: (415) 471-3100

28 **15. AUTHORITY TO STIPULATE**

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

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AGREED TO:

Date: April 5, 2019

By: 
Louise Paris Ltd.

AGREED TO:

Date: 04/05/19

By: 
Consumer Advocacy Group, Inc.

IT IS SO ORDERED, ADJUDGED AND DECREED:

Dated: _____

Judge of the Superior Court