

1 Reuben Yeroushalmi (SBN 193981)
2 **YEROUSHALMI & YEROUSHALMI**
3 An Association of Independent Law Corporations
4 9100 Wilshire Boulevard, Suite 240W
5 Beverly Hills, California 90212
6 Telephone: 310.623.1926
7 Facsimile: 310.623.1930

8 Attorneys for Plaintiff,
9 Consumer Advocacy Group, Inc.

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **COUNTY OF LOS ANGELES**

12 CONSUMER ADVOCACY GROUP, INC.,
13 in the public interest,

14 Plaintiff,

15 v.

16 THE TJX COMPANIES, INC., a Delaware
17 Corporation;
18 URBAN EXPRESSIONS, INC., a California
19 Corporation
20 MAX Q, LTD., a United Kingdom
21 Corporation
22 And DOES 1-30
23 Defendants.

CASE NO. 22STCV20457

CONSENT JUDGMENT [PROPOSED]

Health & Safety Code § 25249.5 *et seq.*

24 **1. INTRODUCTION**

25 1.1 This Consent Judgment is entered into by and between plaintiff, CONSUMER
26 ADVOCACY GROUP, INC. (referred to as "CAG") acting on behalf of itself and in the interest
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MAS

1 of the public, and specially appearing defendant, MAX Q LTD., (hereinafter referred to as
2 “Defendant”), with each a Party to the action collectively referred to as “Parties.”

3 **1.2 Defendant and Products**

4 1.2.1 CAG alleges that Defendant is a corporation which employs ten or more
5 persons and is subject to jurisdiction under California law, in the Courts of California. For
6 purposes of this Consent Judgment only, Defendant is deemed a person in the course of doing
7 business in California, and subject to the provisions of the Safe Drinking Water and Toxic
8 Enforcement Act of 1986, California Health & Safety Code §§ 25249.6 *et. seq.* (“Proposition
9 65”). If this Consent Judgment is not entered and does not become final and non-appealable,
10 Defendant withdraws such stipulation and its consent herein. The Parties acknowledge that
11 Defendant is specially appearing herein and through its counsel and itself, making a limited
12 appearance only, and among other things Defendant denies employing ten or more employees.

13 1.2.2 Defendant was, a manufacturer, distributor, or promoter of Cumin Powder
14 identified as "Sultans of Spice"; "Cumin Powder"; "Traditional Indian Spices"; "Net Wt. 5.29 oz
15 (150g)"; "LG4221"; "D54 S137098 C1277 T6 AX70 0521"; "UPC 5 060413 384635"
16 (Hereinafter referred to as the “Covered Products”)

17 **1.3 Listed Chemicals**

18 1.3.1 Inorganic Arsenic Oxides (hereinafter Arsenic) are known to the State of
19 California to cause cancer and/or birth defects or other reproductive harm.

20 **1.4 Notices of Violation**

21 1.4.1 On or about October 29, 2021, CAG served Defendant and various public
22 enforcement agencies with a document entitled “60-Day Notice of Violation” (hereinafter
23 “Notice 1”) that provided the Defendant with notice of alleged violations of Health & Safety
24 Code § 25249.6 for failing to warn individuals in California of exposures to Arsenic contained in
25 Cumin Powder sold and/or distributed by Defendant. No other public enforcer has commenced
26 or diligently prosecuted the allegations set forth in the Notice.

27 1.4.3 Notice 1 is referred to as the “Notice”
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1 **1.5 Complaint**

2 1.5.1 On June 22, 2022, CAG filed a complaint for civil penalties and injunctive
3 relief (“Complaint”) in Los Angeles Superior Court, Case No. 22STCV20457, and on March 23,
4 2023 named Defendant as a Doe Defendant. The Complaint alleges, among other things, that
5 Defendant violated Proposition 65 by failing to give clear and reasonable warnings of exposure
6 to Arsenic from Covered Products.

7 **1.6 Consent to Jurisdiction**

8 1.6.1 For purposes of this Consent Judgment only, the Parties stipulate that this
9 Court has jurisdiction over the allegations of violations contained in the Complaint and personal
10 jurisdiction over Defendant as to the acts alleged in the Complaint, that venue is proper in the
11 County of Los Angeles and that this Court has jurisdiction to enter this Consent Judgment as a
12 full settlement and resolution of the allegations contained in cause of action one of the Complaint
13 and of all claims which were or could have been raised by any person or entity based in whole or
14 in part, directly or indirectly, on the facts alleged therein or arising therefrom or related thereto.

15 **1.7 No Admission**

16 1.7.1 This Consent Judgment resolves claims that are denied and disputed. The
17 Parties enter into this Consent Judgment pursuant to a full and final settlement of any and all
18 claims between the Parties for the purpose of avoiding prolonged litigation. Nothing in this
19 Consent Judgment shall be construed as an admission by the Parties of any material allegation of
20 in the Notice or the Complaint (each and every allegation of which Defendant denies), or of any
21 fact, conclusion of law, issue of law or violation of law, including without limitation, any
22 admission concerning any alleged or actual violation of Proposition 65 or any other statutory,
23 regulatory, common law, or equitable doctrine, including but not limited to the meaning of the
24 terms “knowingly and intentionally expose” or “clear and reasonable warning” as used in Health
25 and Safety Code section 25249.6. Nothing in this Consent Judgment, nor compliance with its
26 terms, shall constitute or be construed as an admission by the Parties of any fact, conclusion of
27 law, issue of law, or violation of law, or of fault, wrongdoing, or liability by any Defendant, its
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1 officers, directors, employees, or parent, subsidiary or affiliated corporations, or be offered or
2 admitted as evidence in any administrative or judicial proceeding or litigation in any court,
3 agency, or forum. Furthermore, nothing in this Consent Judgment shall prejudice, waive or
4 impair any right, remedy, argument, or defense the Parties may have in any other or future legal
5 proceeding, except as expressly provided in this Consent Judgment. Without limiting the
6 foregoing, the Parties restate the limitations of Defendant's status so stipulated in Section 1.2.2,
7 above.

8 **2. DEFINITIONS**

9 2.1 "Covered Products" means products specifically identified in Paragraph 1.2.2 sold
10 or supplied by Defendant.

11 2.2 "Effective Date" means the date that this Consent Judgment is approved by the
12 Court.

13 2.3 "Arsenic" means Inorganic Arsenic Oxides.

14 **3. INJUNCTIVE RELIEF / REFORMULATION / CLEAR AND REASONABLE**
15 **WARNINGS.**

16 3.1 For any Covered Products that exceeds 15 parts per billion ("ppb") of Arsenic that are
17 placed into the stream of commerce in California after the Effective Date, Defendant must
18 provide a Proposition 65 compliant warning for the Covered Products as set forth below. Any
19 warning provided pursuant to this section shall be affixed to the packaging of, or directly on, the
20 Covered Products, and be prominently placed with such conspicuousness as compared with other
21 words, statements, designs, or devices as to render it likely to be read and understood by an
22 ordinary individual under customary conditions before purchase or use. The warning must be set
23 off from other surrounding information, enclosed in a box. Where the packaging of the Covered
24 Product includes consumer information as defined by California Code of Regulations title 27
25 §25600.1(c) in a language other than English, the warning must also be provided in that language
26 in addition to English. Should Defendant sell or distribute any Covered Product through the
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1 internet the warning will be posted in the manner provided for with respect to internet sales, as
2 provided for in 27 CCR sections 25601 and 25602, as they may be subsequently amended.

3 The Parties agree that the following warning language shall constitute compliance with
4 Proposition 65 with respect to the alleged Arsenic in the Covered Products placed into the stream
5 of commerce by Defendant after the Effective Date:

6
7 **WARNING:** Consuming this product can expose you to Inorganic
8 Arsenic, a chemical known to the State of California to cause cancer
9 and birth defects or other reproductive harm. For more information go
10 to www.P65Warnings.ca.gov/food.

11 3.2 For any Covered Products still existing in the Defendant's inventory as of the
12 Effective Date, Defendant shall place a Proposition 65 compliant warning on them, unless the
13 Covered Products does not exceed their respective levels of Arsenic. Any warning provided
14 pursuant to this section shall comply with the warning requirements under Section 3.2 above.

15 3.3 For any Covered Product which includes consumer information in a language
16 other than English and where the Defendant uses a consumer product sign or label to provide a
17 warning, the warning must also be provided in that foreign language in addition to English.

18 3.5 Changes in the law and regulations applicable to Prop 65 occurring after this date
19 shall be incorporated into the terms of this Consent Judgment.

20 4. SETTLEMENT PAYMENT

21 4.1 **Payment and Due Date:** Within ten (10) days of the Effective Date, Defendant
22 shall pay a total of one hundred thirty thousand dollars (\$130,000) in full and complete
23 settlement of any and claims for civil penalties, damages, attorneys' fees, expert fees or any other
24 claim for costs, expenses, or monetary relief of any kind for claims that were, or could have
25 been, asserted in the Notices or Complaint identified, as follows:

26 4.1.1 **Civil Penalty:** Defendant shall issue separate checks totaling twenty-five
27 thousand seven hundred and twenty dollars (\$25,720) as penalties pursuant to Health & Safety
28 Code § 25249.12, the two separate checks as allocated in 4.1.1(a) immediately below:

1 (a) Defendant will issue a check made payable to the State of California's
2 Office of Environmental Health Hazard Assessment ("OEHHA") in the amount of nineteen
3 thousand two hundred and ninety dollars (\$19,290) representing 75% of the total penalty and
4 Defendant will issue a separate check to CAG in the amount of six thousand four hundred and
5 thirty dollars (\$6,430) representing 25% of the total penalty; and

6 (b) Separate 1099s shall be issued for each of the above payments:
7 Defendant will issue a 1099 to OEHHA, P.O. Box 4010, Sacramento, CA 95184 (EIN: 68-
8 0284486). Defendant will also issue a 1099 to CAG c/o Yeroushalmi & Yeroushalmi, 9100
9 Wilshire Boulevard, Suite 240W, Beverly Hills, California 90212.

10 4.1.2 **Additional Settlement Payments:** Defendant shall make a separate
11 payment, in the amount of nineteen thousand two hundred and eighty dollars (\$19,280) as an
12 additional settlement payment to "Consumer Advocacy Group, Inc." pursuant to Health & Safety
13 Code § 25249.7(b) and California Code of Regulations, Title 11 § 3203(d). Defendant will issue
14 a separate check to CAG for the Additional Settlement Payment. CAG will use this portion of
15 the total Settlement Payment as follows, eighty percent (80%) for fees of investigation,
16 purchasing and testing for Proposition 65 listed chemicals in various products, and for expert
17 fees for evaluating exposures through various mediums, including but not limited to consumer
18 product, occupational, and environmental exposures to Proposition 65 listed chemicals, and the
19 cost of hiring consulting and retaining experts who assist with the extensive scientific analysis
20 necessary for those files in litigation and to offset the costs of future litigation enforcing
21 Proposition 65 but excluding attorney fees; twenty percent (20%) for administrative costs
22 incurred during investigation and litigation to reduce the public's exposure to Proposition 65
23 listed chemicals by notifying those persons and/or entities believed to be responsible for such
24 exposures and attempting to persuade those persons and/or entities to reformulate their products
25 or the source of exposure to completely eliminate or lower the level of Proposition 65 listed
26 chemicals including but not limited to costs of documentation and tracking of products
27 investigated, storage of products, website enhancement and maintenance, computer and software
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1 maintenance, investigative equipment, CAG's member's time for work done on investigations,
2 office supplies, mailing supplies and postage. Within 30 days of a request from the Attorney
3 General, CAG shall provide to the Attorney General copies of documentation demonstrating how
4 the above funds have been spent. CAG shall be solely responsible for ensuring the proper
5 expenditure of such additional settlement payment.

6 **4.1.3 Reimbursement of Attorney's Fees and Costs:** Defendant shall pay
7 eighty-five thousand dollars (\$85,000) to "Yeroushalmi & Yeroushalmi" as complete
8 reimbursement for any and all reasonable investigation fees and costs, attorneys' fees, and any
9 other costs incurred as a result of investigating, bringing this matter to Defendant's attention,
10 litigating, negotiating a settlement in the public interest, and seeking and obtaining court
11 approval of this Consent Judgment.

12 **4.2** Other than the payment to OEHHA described above, all payments referenced in
13 paragraphs 4.1.1, 4.1.2, and 4.1.3 above, shall be delivered to: Reuben Yeroushalmi,
14 Yeroushalmi & Yeroushalmi, 9100 Wilshire Blvd., Suite 240W, Beverly Hills, CA 90212. The
15 payment to OEHHA shall be delivered to Office of Environmental Health Hazard Assessment,
16 Attn: Mike Gyurics, 1001 I Street, Mail Stop 12-B, Sacramento, California 95812. Concurrently
17 with payment to OEHHA, Defendant shall provide CAG with written confirmation that the
18 payment to OEHHA was delivered.

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20 **5. MATTERS COVERED BY THIS CONSENT JUDGMENT**

21 **5.1** This Consent Judgment is a full, final, and binding resolution between CAG on
22 behalf of itself and in the public interest and Defendant for failure to provide Proposition 65
23 warning of exposure to Arsenic from the Covered Products as set forth in the Notice, and fully
24 resolves all claims that have been or could have been asserted against Defendant in this action up
25 through the Effective Date for failure to provide Proposition 65 warnings for the Covered
26 Products regarding Arsenic. CAG, on behalf of itself and in the public interest, hereby discharges
27 Defendant, and their respective officers, directors, insurers, employees, parents, shareholders,
28 divisions, subdivisions, subsidiaries, partners, affiliates, sister companies, predecessors and their



1 successors and assigns (“Defendant Releasees”) and all customers, retailers, downstream
2 wholesalers, market place hosts, franchisees, cooperative members, licensees and downstream
3 entities in the distribution chain of the Covered Products to whom Defendant directly or
4 indirectly distributed or sold Covered Products, and the predecessors, successors and assigns of
5 any of them, and all of their respective officers, directors, shareholders, members, managers,
6 employees, agents only as to Covered Products sold by the Defendant (collectively,
7 “Downstream Releasees”), for all Covered Products placed into the stream of commerce up
8 through the Effective Date for alleged or actual violations of Proposition 65 based on exposure to
9 Arsenic from the Covered Products. Defendant’s compliance with the terms of this Consent
10 Judgment shall be deemed to constitute compliance with Proposition 65 regarding alleged
11 exposures to Arsenic from the Covered Products. Nothing in this Section affects CAG’s right to
12 commence or prosecute an action under Proposition 65 against any person other than Defendant
13 Releasees or Downstream Releasees after the Effective Date. Downstream Releasees includes
14 the TJX Companies, Inc.

15 5.2 CAG on behalf of itself, its past and current agents, representatives, attorneys,
16 successors, and/or assignees, hereby waives all rights to institute or participate in, directly or
17 indirectly, any form of legal action and releases all claims, including, without limitation, all
18 actions, and causes of action, in law or in equity, suits, liabilities, demands, obligations,
19 damages, costs, fines, penalties, losses, or expenses (including, but not limited to, investigation
20 fees, expert fees, and attorneys’ fees) of any nature whatsoever, whether known or unknown,
21 fixed or contingent (collectively “Claims”), against the Defendant Releasees and Downstream
22 Releasees, arising from any actual or alleged violation of Proposition 65 or any other statutory or
23 common law regarding the failure to warn about exposure Arsenic from the Covered Products.
24 In furtherance of the foregoing, as to alleged exposures to Arsenic from the Covered Products,
25 CAG on behalf of itself only, hereby waives any and all rights and benefits which it now has, or
26 in the future may have, conferred upon it with respect to Claims arising from any violation of
27 Proposition 65 or any other statutory or common law regarding the failure to warn about
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1 exposure to Arsenic from the Covered Products by virtue of the provisions of section 1542 of the
2 California Civil Code, which provides as follows:

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

9 CAG understands and acknowledges that the significance and consequence of this waiver of
10 California Civil Code section 1542 is that even if CAG suffers future damages arising out of or
11 resulting from, or related directly or indirectly to, in whole or in part, Claims arising from any
12 violation of Proposition 65 or any other statutory or common law regarding the failure to warn
13 about exposure to Arsenic from the Covered Products, including but not limited to any exposure
14 to, or failure to warn with respect to exposure to Arsenic from the Covered Products, CAG will
15 not be able to make any claim for those damages against Defendant Releasees and Downstream
16 Releasees. Furthermore, CAG acknowledges that it intends these consequences for any such
17 Claims arising from any violation of Proposition 65 or any other statutory or common law
18 regarding the failure to warn about exposure to Arsenic from Covered Products as may exist as
19 of the date of this release but which CAG does not know exist, and which, if known, would
20 materially affect their decision to enter into this Consent Judgment, regardless of whether their
21 lack of knowledge is the result of ignorance, oversight, error, negligence, or any other cause.

22 **6. ENTRY OF CONSENT JUDGMENT**

23 6.1 CAG shall file a motion seeking approval of this Consent Judgment pursuant to
24 California Health & Safety Code § 25249.7(f). Upon entry of the Consent Judgment, CAG and
25 Defendant waive their respective rights to a hearing or trial on the allegations of the Complaint.

26 6.2 The Parties shall make all reasonable efforts possible to have the Consent
27 Judgment approved by the Court.

28 6.3 If this Consent Judgment is not approved in full by the Court, (a) this Consent
Judgment and any and all prior agreements between the Parties merged herein shall terminate



1 and become null and void, and the actions shall revert to the status that existed prior to the
2 execution date of this Consent Judgment; (b) no term of this Consent Judgment or any draft
3 thereof, or of the negotiation, documentation, or other part or aspect of the Parties' settlement
4 discussions, shall have any effect, nor shall any such matter be admissible in evidence for any
5 purpose in this Action, or in any other proceeding; and (c) the Parties agree to meet and confer to
6 determine whether to modify the terms of the Consent Judgment and to resubmit it for approval.

7 **7. MODIFICATION OF JUDGMENT**

8 7.1 This Consent Judgment may be modified only upon written agreement of the
9 Parties and upon entry of a modified Consent Judgment by the Court thereon, or upon motion of
10 any party as provided by law and upon entry of a modified Consent Judgment by the Court.

11 7.2 Any Party seeking to modify this Consent Judgment shall attempt in good faith to
12 meet and confer with the other Party prior to filing a motion to modify the Consent Judgment.

13 **8. RETENTION OF JURISDICTION**

14 8.1 This Court shall retain jurisdiction of this matter to implement and enforce the
15 terms of this Consent Judgment under Code of Civil Procedure § 664.6.

16 8.2 In any proceeding brought by either Party to enforce this Consent Judgment, the
17 prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

18 **9. DUTIES LIMITED TO CALIFORNIA**

19 9.1 This Consent Judgment shall have no effect on Covered Products sold by
20 Defendant outside the State of California.

21 **10. SERVICE ON THE ATTORNEY GENERAL**

22 10.1 CAG shall serve a copy of this Consent Judgment, signed by the Parties, on the
23 California Attorney General so that the Attorney General may review this Consent Judgment
24 prior to its approval by the Court. No sooner than forty-five (45) days after the Attorney General
25 has received the aforementioned copy of this Consent Judgment, and in the absence of any
26 written objection by the Attorney General to the terms of this Consent Judgment, may the Court
27 approve this Consent Judgment.
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1 **11. ATTORNEY FEES**

2 11.1 Except as specifically provided in Section 4.1.3 and 8.2, each Party shall bear its
3 own costs and attorney fees in connection with this action.

4 **12. GOVERNING LAW**

5 12.1 The validity, construction and performance of this Consent Judgment shall be
6 governed by the laws of the State of California, without reference to any conflicts of law
7 provisions of California law.

8 12.2 The terms of this Consent Judgment shall be governed by the laws of the State of
9 California. In the event that Proposition 65 is amended, repealed, preempted, or is otherwise
10 rendered inapplicable by reason of law generally, or if any of the provisions of this Consent
11 Judgment are rendered inapplicable or are no longer required as a result of any such amendment,
12 repeal or preemption, or rendered inapplicable by reason of law generally as to the Covered
13 Products, then any Defendant subject to this Consent Judgment may provide written notice to
14 CAG of any asserted change in the law, and shall have no further obligations pursuant to this
15 Consent Judgment with respect to, and to the extent that, the Covered Products are so affected.
16 Nothing in this Consent Judgment shall be interpreted to relieve a Defendant from any obligation
17 to comply with any pertinent state or federal law or regulation.

18 12.3 The Parties, including their counsel, have participated in the preparation of this
19 Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties. This
20 Consent Judgment was subject to revision and modification by the Parties and has been accepted
21 and approved as to its final form by all Parties and their counsel. Accordingly, any uncertainty or
22 ambiguity existing in this Consent Judgment shall not be interpreted against any Party as a result
23 of the manner of the preparation of this Consent Judgment. Each Party to this Consent Judgment
24 agrees that any statute or rule of construction providing that ambiguities are to be resolved
25 against the drafting Party should not be employed in the interpretation of this Consent Judgment
26 and, in this regard, the Parties hereby waive California Civil Code § 1654.
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1 **13. EXECUTION AND COUNTERPARTS**

2 13.1 This Consent Judgment may be executed in counterparts and by means of
3 facsimile or portable document format (pdf), which taken together shall be deemed to constitute
4 one document and have the same force and effect as original signatures.

5 **14. NOTICES**

6 14.1 Any notices under this Consent Judgment shall be by First-Class Mail or E-mail.

7
8 If to CAG:

9 Reuben Yeroushalmi
10 YEROUSHALMI & YEROUSHALMI
11 9100 Wilshire Boulevard, Suite 240W
12 Beverly Hills, CA 90212
13 (310) 623-1926
14 Email: reuben@yeroushalmi.com

15 If to Specially Appearing Defendant.:

16 Michael A. Sherman
17 STUBBS ALDERTON & MARKILES, LLP
18 15260 Ventura Blvd., 20th FL,
19 Sherman Oaks, CA 91403
20 818.444.4528
21 Email: masherman@stubbsalderton.com

22 **15. AUTHORITY TO STIPULATE**

23 15.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized
24 by the party he or she represents to enter into this Consent Judgment and to execute it on behalf of
25 the party represented and legally to bind that party.

<p>AGREED TO:</p> <p>Date: _____, 2023</p> <p>_____</p> <p>Name: _____</p> <p>Title: _____</p>	<p>AGREED TO:</p> <p>Date: <u>May 4,</u> _____, 2023</p> <p></p> <p>Name: <u>Robin GITTINS</u></p> <p>Title: <u>MD</u></p>
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8 If to CAG:

9 Reuben Yeroushalmi
10 YEROUSHALMI & YEROUSHALMI
11 9100 Wilshire Boulevard, Suite 240W
12 Beverly Hills, CA 90212
13 (310) 623-1926
14 Email: reuben@yeroushalmi.com

15 If to Defendant.:

16 Michael A. Sherman
17 STUBBS ALDERTON & MARKILES, LLP
18 15260 Ventura Blvd., 20th FL,
19 Sherman Oaks, CA 91403
20 818.444.4528
21 Email: fmasherman@stubbsalderton.com

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24 by the party he or she represents to enter into this Consent Judgment and to execute it on behalf of
25 the party represented and legally to bind that party.

AGREED TO: Date: <u>May 4</u> , 2023 <u>Michael Marcus</u> Name: <u>Michael Marcus</u> Title: <u>Director</u>	AGREED TO: Date: _____, 2023 _____ Name: _____ Title: _____
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IT IS SO ORDERED.

Date: _____

JUDGE OF THE SUPERIOR COURT