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Keep America Safe and Beautiful, Inc.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

KEEP AMERICA SAFE AND BEAUTIFUL,
INC., a California non-profit corporation,

Plaintiff,

v.

TAYLOR MADE GROUP, LLC, a Delaware
Limited Liability Company; LIPPERT
COMPONENTS, INC., a Delaware Stock
Corporation; and DOES 1 to 10,

Defendants.

Case No.: 23CV056349

[PROPOSED] STIPULATED
CONSENT JUDGMENT

(Health & Safety Code § 25249, et seq.)

Complaint filed: December 18, 2023
Trial Date: June 27, 2025

1 **I. INTRODUCTION**

2 **1.1 The Parties.** This Consent Judgment is entered into by and between Keep
3 America Safe and Beautiful, Inc. (“KASB” or “Plaintiff”), a California non-profit corporation,
4 and Defendants Lippert Components, Inc. Taylor Made Group, LLC (“Taylor Made” or
5 “Defendants”), a Delaware Limited Liability Company (collectively, the “Parties”).

6 **1.2 General Allegations.** On December 18, 2023, KASB initiated this action by
7 filing a Complaint for Civil Penalties and Injunctive Relief (the “Complaint”) pursuant to Health
8 & Safety Code § 25249.5 *et seq.* (“Proposition 65”) against Taylor Made. In this action, KASB
9 alleges that Taylor Made’s “Life Ring Station Vinyl Replacement Cover (UPC
10 #040011570079)” (the “Covered Product”) contains Di(2-ethylhexyl) Phthalate (DEHP) which
11 is a chemical listed under Proposition 65 as a carcinogen and reproductive toxin. KASB alleges
12 that the Covered Product exposes consumers to DEHP at levels requiring a Proposition 65
13 warning. KASB alleges that Taylor Made qualifies as a “Person” within the meaning of
14 Proposition 65, and that Taylor Made manufactures, distributes, and/or offers for sale in the State
15 of California the Covered Product.

16 **1.3 Notice of Violation.** The Complaint is based on allegations contained in KASB’s
17 Notice of Violation dated March 10, 2023 (the “Notice”), that was served on the California
18 Attorney General, other public enforcers, and Taylor Made. A true and correct copy of the Notice
19 is attached hereto as **Exhibit A** and incorporated by reference. More than 60 days have passed
20 since the Notice was served on the Attorney General, public enforcers, and Taylor Made; no
21 designated governmental entity has filed a Complaint against Taylor Made with regard to the
22 Covered Product or the alleged violations.

23 **1.4** KASB’s Notice and Complaint allege that the use of the Covered Product by
24 California consumers exposes them to DEHP without first receiving a clear and reasonable
25 warning from Taylor Made, which is a violation of California Health & Safety Code § 25249.6.
26 Taylor Made denies all factual and legal allegations contained in the Notice and Complaint.
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1 **1.5** The Parties have entered into this Consent Judgment in order to settle,
2 compromise, and resolve disputed claims and thus avoid prolonged and costly litigation. Taylor
3 Made denies the material, factual, and legal allegations in the Notice and Complaint and
4 maintains that all of the products, including the Covered Product, that it sold and/or distributed
5 for sale in California have been and are in compliance with all laws. Nothing in this Consent
6 Judgment nor compliance with this Consent Judgment shall constitute or be construed as an
7 admission by Taylor Made or by any of their respective officers, directors, shareholders,
8 employees, agents, parent companies, subsidiaries, divisions, affiliates, franchisees, licensees,
9 customers, suppliers, distributors, wholesalers, or retailers of any fact, finding, conclusion, issue
10 of law, or violation of law; indeed, all such facts, findings, conclusions, issues of law, or
11 violations of law are specifically denied by Taylor Made. This Section shall not, however,
12 diminish or otherwise affect Taylor Made's obligations, responsibilities, and duties under this
13 Consent Judgment.

14 **1.6** Except as expressly set forth herein, nothing in this Consent Judgment shall
15 prejudice, waive, or impair any right, remedy, argument, or defense the Parties may have in any
16 current or future legal proceeding unrelated to this proceeding.

17 **1.7 Effective Date.** For purposes of this Consent Judgment, the "Effective Date"
18 shall be the date the Consent Judgment has been approved and entered by the Court.

19 **II. JURISDICTION AND VENUE**

20 **2.1** For purposes of this Consent Judgment and any further court action that may
21 become necessary to enforce this Consent Judgment only, the Parties stipulate that this Court has
22 subject matter jurisdiction over the allegations of violations contained in the Complaint and
23 personal jurisdiction over Taylor Made as to the acts alleged in the Complaint.

24 **2.2** For purposes of this Consent Judgment, the Parties stipulate that venue is proper
25 in Alameda County, California, and that this Court has jurisdiction to enter this Consent
26 judgment as a full and final resolution of all claims up through and including the Effective Date
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that were or could have been asserted in this action based on the facts alleged in the Notice and Complaint.

III. INJUNCTIVE RELIEF

3.1 Clear and Reasonable Warnings Beginning on the Effective Date, and continuing thereafter, Taylor Made shall not sell in California, or distribute for sale in California, the Covered Product containing non-compliant levels of DEHP unless accompanied by warnings pursuant to Proposition 65 in Section 3.2. As used in this Section 3.1, “distribute for sale in California” means to directly ship the Covered Product into California, or to sell the Covered Product to a distributor Taylor Made knows will sell in California. A non-compliant level shall be a level of DEHP in a maximum concentration which is equal to or greater than 0.1 percent (1,000.00 parts per million) when analyzed by a laboratory accredited by the State of California, a federal agency, or a nationally recognized accrediting organization.

3.2 Warning Requirements. A clear and reasonable warning for the Covered Product shall consist of a warning affixed to the packaging, label, tag, or directly to each Covered Product Shipped for Sale in California by Taylor Made that contains one of the following statements:

(A) **Warning.**

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

Taylor Made may, at its option, use the words “**CA WARNING:**” or “**CALIFORNIA WARNING:**” instead of the word “**WARNING:**”.

(B) **Short Form Warning.**

 **WARNING:** Risk of cancer or reproductive –See www.P65Warnings.ca.gov.

or

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1 ▲ **WARNING:** Can expose you to Di(2-ethylhexyl) phthalate (DEHP), a carcinogen
2 and reproductive toxicant –See www.P65Warnings.ca.gov.

3 Taylor Made may, at its option, use the words “**CA WARNING:**” or “**CALIFORNIA**
4 **WARNING:**” instead of the word “**WARNING:**”.

5 Taylor Made shall affix a warning to the Covered Product label or otherwise directly on
6 Covered Product or on the Covered Product’s immediate container, wrapper, or packaging for
7 those Covered Products provided for sale to consumers located in California and, where
8 appropriate to customers with retail outlets in California. For purposes of this Agreement,
9 “Product label” means a display of written, printed or graphic material printed on or affixed to
10 each of the Covered Products or its immediate container or wrapper. A warning provided
11 pursuant to section 3.2(a) or (b) must print the word “**WARNING**” or “**CA WARNING**” or
12 “**CALIFORNIA WARNING**” in all capital letters and in bold font. The warning symbol to the
13 left of the word “**WARNING:**” or “**CA WARNING**” or “**CALIFORNIA WARNING**” must
14 be a black exclamation point in a yellow equilateral triangle with a black outline, except, if the
15 labeling does not use the color yellow, the symbol may be in black and white. The entire warning
16 shall appear in at least 6-point type and no smaller than the largest type size used for other
17 consumer information on the Covered Products. The warning shall consist of either the Warning
18 or the Short Form Warning described in subsection 3.2(a) or (b), respectively.

19 (C) **Foreign Language Requirement.** Where a consumer product sign, label or shelf
20 tag used to provide a warning includes consumer information in language(s) other than English,
21 the warning must also be provided in the other language(s) in addition to English.

22 **3.3 Warnings for Internet Sales.** For any Covered Product sold over the internet
23 where it will be shipped to California, the warning shall be displayed as follows: (A) on the
24 primary display page for the Covered Product; (B) as a clearly marked hyperlink using the word
25 “**WARNING**” or “**CA WARNING**” or “**CALIFORNIA WARNING**” in all capital and bold
26 letters on the Covered Product’s primary display page, so long as the hyperlink goes directly to
27 a page prominently displaying the warning without content that detracts from the warning; (C)

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1 on the checkout page or any other page in the checkout process when a California delivery
2 address is indicated for the purchase of the Covered Product and with the warning clearly associated
3 with the Covered Product to indicate that the Covered Product is subject to the warning; or (D)
4 by otherwise prominently displaying the warning to the purchaser prior to completing the
5 purchase of the Covered Product. The warning is not prominently displayed if the purchaser must
6 search for it in the general content of the website.

7 **3.4 Warning Prominence.** Taylor Made agrees that each warning shall be
8 prominently placed with such conspicuousness, as compared with the other words, statements,
9 designs, or devices, as to render it likely to be read and understood by an ordinary individual
10 under customary conditions before purchase or use.

11 **3.5 Compliance with Clear and Reasonable Warning.** Taylor Made shall be
12 deemed to be in compliance with this Consent Judgment after the Effective Date by (A) adhering
13 to Paragraphs 3.1 through 3.4, or (B) by complying with any future warning requirements
14 adopted by the State of California's Office of Environmental Health Hazard Assessment
15 ("OEHHA) applicable to the Covered Product and chemical at issue.

16 **3.6 Grace Period of Existing Inventory.** The injunctive requirements of Section III
17 shall not apply to the Covered Product that is already in the stream of commerce as of the
18 Effective Date, which Covered Product is expressly subject to the releases provided in Section V.

19 **3.7 Entry of Consent Judgment.** Upon execution of this Consent Judgment by the
20 Parties, KASB shall notice a Motion for Court Approval and, within ten (10) days of approval
21 of the Consent Judgment by the Court, comply with the requirements set forth in California
22 Health & Safety Code § 25249.7(f).

23 **3.8 Attorney General Objection.** If the California Attorney General objects to any
24 term in this Consent Judgment, the Parties shall use their best efforts to resolve the concern in a
25 timely manner, and if possible, prior to the hearing on the motion.

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1 **3.9 Void if Not Approved.** If this Consent Judgment is not approved by the Court, it
2 shall be void and have no force or effect.

3 **IV. MONETARY TERMS**

4 **4.1 Total Settlement Amount.** In full satisfaction of all potential civil penalties,
5 additional settlement payments, attorney fees, and costs, Taylor Made shall make a total payment
6 of Twenty-Three Thousand Dollars (\$23,000.00) (the “Total Settlement Amount”), apportioned
7 into a Civil Penalty, and Attorney Fees and Costs as set forth in Paragraphs 4.2 and 4.3, below.

8 **4.2 Civil Penalty Payment.** Pursuant to California Health & Safety Code
9 § 25249.7(b)(2) and in settlement of all claims alleged in the Notice and Complaint, Taylor Made
10 agrees to pay Two Thousand Three Hundred Dollars (\$2,300.00) in Civil Penalties. The Civil
11 Penalty payment will be apportioned in accordance with California Health & Safety Code §§
12 25249(c)(1), (d), with seventy-five (75) percent of these funds remitted to OEHHA, and the
13 remaining twenty-five (25) percent of the funds retained by KASB. Within twenty-one (21) days
14 of the Effective Date, Taylor Made shall issue a check to “OEHHA” in the amount of One
15 Thousand Seven Hundred and Twenty-Five Dollars (\$1,725.00), with “Prop 65 Penalties”
16 written in the Memo Line; and Taylor Made shall, pursuant to the instructions below, wire to
17 KASB the amount of Five Hundred and Seventy-Five Dollars (\$575.00).

18 All payments made to OEHHA (EIN: 68-0284486) pursuant to this Paragraph shall be
19 delivered directly to OEHHA at the following address:

20 For United States Postal Delivery Service:

21 Mike Gyurics
22 Fiscal Operations Branch Chief
23 Office of Environmental Health Hazard Assessment
 P.O. Box 4010
 Sacramento, CA 95812-4010

24 For Non-United States Postal Delivery Service:

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

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1001 I Street MS #19B
Sacramento, CA 95814

All penalty payments owed to KASB shall be sent via wire to:

Wire Instructions:

Account Name: The Law Offices of Joseph R. Manning

Bank Name: J.P. Morgan Chase Bank, N.A.

Bank Address: 2967 Michelson Dr, Ste A, Irvine, CA 92612

Wire Routing / ABA Number: 021000021

Swift Code: CHASUS33

Account Number: 579068902

For further benefit of: Civil Penalty Payment Case No. 23CV056349

4.3 Attorney Fees and Costs. Within twenty-one (21) days of the Effective Date, Taylor Made agrees to pay Twenty Thousand Seven Hundred Dollars (\$20,700.00) to KASB and its counsel of record for all fees and costs incurred in investigating, bringing this matter to the attention of Taylor Made, litigating, negotiation, and obtaining judicial approval of a settlement in the public interest.

Wire Instructions:

Account Name: The Law Offices of Joseph R. Manning

Bank Name: J.P. Morgan Chase Bank, N.A.

Bank Address: 2967 Michelson Dr, Ste A, Irvine, CA 92612

Wire Routing / ABA Number: 021000021

Swift Code: CHASUS33

Account Number: 579068902

For further benefit of: Attorney's Fees Case No. 23CV056349

4.4 In the event that Taylor Made fails to remit the Total Settlement Amount or any portion thereof owed under Paragraphs 4.1 through 4.3 of this Consent Judgment before the due date, Taylor Made shall be deemed to be in material breach of its obligations under this Consent

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Judgment. KASB shall provide written notice of delinquency to Taylor Made via electronic mail to Taylor Made's counsel of record. If Taylor Made fails to deliver any portion of or all of the Total Settlement Amount within five (5) days from the written notice, the Total Settlement Amount shall accrue interest at the statutory judgment interest rate provided in California Code of Civil Procedure § 685.010.

Additionally, Taylor Made agrees to pay KASB's reasonable attorney fees and costs for any efforts to collect the payment due under this Consent Judgment.

V. RETENTION OF JURISDICTION

5.1 This Court shall retain jurisdiction over this matter to enforce, modify, or terminate this Consent Judgment.

VI. MODIFICATION OF CONSENT JUDGMENT

6.1 This Consent Judgment may be modified only as to the injunctive terms by (A) written stipulation of the Parties and upon entry by the Court of a modified consent judgment, or (B) by motion of either Party pursuant to Paragraphs 6.2 or 6.3 and upon entry by the Court of a modified consent judgment.

6.2 If Taylor Made seeks to modify this Consent Judgment under Paragraph 6.1, then Taylor Made must provide written notice to KASB of its intent ("Notice of Intent"). If KASB seeks to meet and confer regarding the proposed modification in the Notice of Intent, then KASB shall provide written notice of intent to meet and confer to Taylor Made within thirty (30) days of receiving the Notice of Intent. The Parties shall then meet and confer in good faith in person, via telephone, or via video conference within thirty (30) days of KASB's written notice of intent to meet and confer. Within thirty (30) days of such a meeting, if KASB disputes the proposed modification, KASB shall provide Taylor Made a written basis for its opposition. The Parties shall continue to meet and confer for an additional thirty (30) days in an effort to resolve any remaining disputes. Should it become necessary, the Parties may agree in writing to different deadlines for the meet-and-confer period.

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1 **6.3** In the event that Taylor Made initiates or otherwise requests a modification under
2 Paragraph 5.1, and the meet and confer process leads to a joint motion or application for a
3 modification of the Consent Judgment, Taylor Made shall reimburse KASB its costs and
4 reasonable attorney fees for the time spent in the meet-and-confer process and filing and arguing
5 the motion.

6 **VII. BINDING EFFECT, CLAIMS COVERED, CLAIMS RELEASED**

7 **7.1** This Consent Judgment shall have no application to any Covered Product that is
8 distributed or sold exclusively outside the State of California and/or that is not used by California
9 consumers. Nothing in this Consent Judgment shall it apply to any other Taylor Made products
10 other than the Covered Product.

11 **7.2 Binding Effect.** This Consent Judgment is a full, final, and binding resolution
12 between KASB, on behalf of itself and its respective officers, directors, shareholders, employees,
13 agents, parent companies, subsidiaries, divisions, and affiliates and on behalf of the public
14 interest, and Taylor Made and its respective past and present officers, directors, shareholders,
15 employees, members, agents, parent companies, subsidiaries, divisions, affiliates, affiliated
16 entities under common ownership, franchisees, licensees, attorneys, customers, suppliers,
17 distributors, wholesalers, or retailers, and all other upstream and downstream entities in the
18 indirect or direct distribution chain of the Covered Product and the predecessors, successors, and
19 assigns of any of them (collectively, “Released Parties”).

20 **7.3** Compliance with the terms of this Consent Judgment shall be deemed to constitute
21 compliance with Proposition 65 by any of the Released Parties regarding alleged exposures to the
22 Covered Product as set forth in the Notice and Complaint.

23 **7.4 KASB Release of Taylor Made.** KASB, on behalf of itself and its respective
24 officers, directors, shareholders, employees, agents, parent companies, subsidiaries, divisions,
25 and affiliates and on behalf of the public interest fully releases and discharges Released Parties
26 from any and all claims, actions, cause of action, suits, demands, liabilities, damages, penalties,
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1 fees costs, and expenses asserted, or that could have been asserted based on or related to the
2 handling, use, offer, sale, distribution, or consumption of the Covered Product in California, as to
3 any alleged violation of Proposition 65 or its implementing regulations up through the Effective
4 Date, based on a failure to provide Proposition 65 warning on the Covered Product with respect
5 to DEHP as set forth in the Notice and Complaint.

6 **7.5** KASB on its own behalf only, and Taylor Made on its own behalf only, further
7 waive and release any and all claims and rights they, their attorneys, or their representatives have
8 or may have against each other for all actions or statements made or undertaken in the course of
9 seeking or opposing enforcement of Proposition 65 in connection with the Notice and Complaint
10 up through and including the Effective Date—including, without limitation, all actions, and
11 causes of action, in law or in equity, suits, liabilities, demands, obligations, damages, costs, fines,
12 penalties, losses, or expenses including, but not exclusively, investigation fees, expert fees, and
13 attorneys' fees arising, under Proposition 65 with respect to DEHP in Covered Product
14 manufactured, distributed, sold and/or offered for sale by Taylor Made and/or the Released Parties
15 before the Effective Date—provided, however, that nothing in this Section shall affect or limit
16 any Party's right to seek to enforce the terms of the Consent Judgment.

17 **7.6 California Civil Code Section 1542.** It is possible that other claims not known to
18 the Parties, arising out of the facts alleged in the Notice and Complaint, and relating to the
19 Covered Product, will develop or be discovered. KASB on behalf of itself only, and Taylor Made
20 on behalf of itself only, acknowledge that this Consent Judgment is expressly intended to cover
21 and include all such claims up through and including the Effective Date, including all rights of
22 action therefore. KASB and Taylor Made acknowledge that the claims released in Section VII
23 above may include unknown claims, and nevertheless waive California Civil Code § 1542 as to
24 any such unknown claims. California Civil Code § 1542 reads as follows:

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26 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
27 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO

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1 EXIST IN HIS OR HER FAVOR, AT THE TIME OF EXECUTING THE
2 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
3 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
4 DEBTOR OR RELEASED PARTY.

5 **VIII. SEVERABILITY**

6 In the event that any of the provisions of this Consent Judgment are held by a court of
7 competent jurisdiction to be unenforceable, the validity of the remaining enforceable provisions
8 shall not be adversely affected.

9 **IX. GOVERNING LAW**

10 The terms and conditions of this Consent Judgment shall be governed by and construed in
11 accordance with the laws of the State of California. In the event that Proposition 65 is repealed,
12 preempted, or is otherwise rendered inapplicable by reason of law generally, or as to Covered
13 Products, then Taylor Made provide KASB with written notice of any asserted change in the law,
14 and shall have no further injunctive obligation pursuant to this Agreement, with respect to, and to
15 the extent that, the Covered Produce is so affected..

16 **X. PROVISION OF NOTICE**

17 All notices required to be given to either Party to this Consent Judgment by the other shall
18 be in writing and sent to the following agents listed below via first-class mail or electronic mail.
19 Any Party may modify the person/entity or address to whom the notice is to be sent by sending
20 the other Party notice by certified mail, return receipt requested. Said change shall take effect on
21 the date the return receipt is signed by the Party receiving the change.

22 Notice for KASB shall be sent to:

23 Joseph R. Manning, Jr.
24 Manning Law, APC
25 26100 Towne Center Drive
26 Foothill Ranch, CA 92610
27 Tel: Office (949) 200-8757 Fax: (866) 843-8309
28 P65@manninglawoffice.com

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1 Notice for Taylor Made shall be sent to:

2 Kelly Stanley, Director
3 Legal Affairs, Litigation & Compliance
4 Lippert Components, Inc.
5 4100 Edison Lakes Parkway, Suite 210
6 Mishawaka, IN 46545
7 kstanley@lci1.com

8 With a copy to

9 Eric S. Fisher
10 Barnes & Thornburg LLP
11 2029 Century Park East
12 Suite 300
13 Los Angeles, CA 90067
14 efisher@btlaw.com

15 **XI. EXECUTED IN COUNTERPARTS**

16 This Consent Judgment may be executed in counterparts, which taken together shall be
17 deemed to constitute one document. A facsimile or .PDF signature page shall be construed to be
18 as valid as the original signature.

19 **XII. DRAFTING**

20 The terms of this Consent Judgment have been reviewed by the respective counsel for
21 each Party prior to its signing, and each Party has had the opportunity to fully discuss the terms
22 and conditions with legal counsel. The Parties agree that, in any subsequent interpretation and
23 construction of this Consent Judgment, no inference, assumption, or presumption shall be drawn,
24 and no provision of this Consent Judgment shall be construed against any Party, based on the
25 fact that one of the Parties and/or one of the Parties' legal counsel prepared and/or drafted all or
26 any portion of the Consent Judgment. It is conclusively presumed that all of the Parties
27 participate equally in the preparation and drafting of this Consent Judgment.

28 **XIII. GOOD FAITH ATTEMPT TO RESOLVE DISPUTES**

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1 If a dispute with respect to either Party's compliance with the terms of this Consent
2 Judgment entered by the Court, the Parties shall meet and confer in person, by telephone, by
3 video conference, and/or in writing and endeavor to resolve the dispute in an amicable manner.
4 No action or motion may be filed with the Court in the absence of such a good faith attempt to
5 resolve the dispute beforehand.

6 **XIV. ENFORCEMENT**

7 The Parties may, by motion or order to show cause before the Superior Court of Alameda
8 County, enforce the terms and conditions of this Consent Judgment.

9 **XV. ENTIRE AGREEMENT, AUTHORIZATION**

10 **15.1** This Consent Judgment contains the sole and entire agreement and understanding
11 of the Parties with respect to the entire subject matter herein, including any and all prior
12 discussions, negotiations, commitments, and understandings related thereto. No representations,
13 oral or otherwise, express or implied, other than those contained herein have been made by any
14 party. No other agreements, oral or otherwise, unless specifically referred to herein, shall be
15 deemed to exist or to bind any Party.

16 **15.2** Each signatory to this Consent Judgment certifies that he or she is fully authorized
17 by the Party he or she represents to stipulate to this Consent Judgment.

18 **XVI. REQUEST FOR FINDINGS, APPROVAL, AND ENTRY.**

19 This Consent Judgment has come before the Court upon the request of the Parties. The
20 Parties request the Court to fully review this Consent Judgment and, being fully informed
21 regarding the matters which are the subject of this action, make the findings pursuant to
22 California Health and Safety Code § 25249(f)(4) and approve this Consent Judgment.

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24 **IT IS SO STIPULATED.**
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KEEP AMERICA SAFE AND BEAUTIFUL, INC.

DATED: June 11, 2025

By: 

Keep America Safe and Beautiful, Inc.

**LIPPERT COMPONENTS, INC. AND
TAYLOR MADE GROUP, LLC**

DATED: 06/09/2025, 2025

By: 

Taylor Made Group, LLC and Lippert
Components, Inc.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that, pursuant to *Health & Safety
Code* § 25249.7(f)(4) and *Code of Civil Procedure* § 664.6, judgment is hereby entered.

Dated: _____

JUDGE OF THE SUPERIOR COURT

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