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9 CalSafe Research Center, Inc.

10
11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **COUNTY OF LOS ANGELES**
13

14 CALSAFE RESEARCH CENTER, INC., a
15 California non-profit corporation,
16 Plaintiff,

17 v.

18 MARBA INTERNATIONAL, L.L.C., an
19 Arizona Domestic LLC; and DOES 1 to 10,
20 Defendants.
21

Case No.: 23TRCV01075

[PROPOSED] STIPULATED
CONSENT JUDGMENT

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

Amended Complaint Filed: 12/20/2025
Trial Date: TBD

1 **I. INTRODUCTION**

2 **1.1 The Parties.** This Consent Judgment is entered into by and between CalSafe
3 Research Center, Inc. ("Plaintiff"), and Marba International, LLC ("Defendant") (collectively,
4 the "Parties").

5 **1.2 General Allegations.** On April 14, 2023, Plaintiff initiated this action by filing a
6 Complaint for Civil Penalties and Injunctive Relief and on December 20, 2024, Plaintiff
7 amended the complaint (the "Amended Complaint") pursuant to *Health & Safety Code* § 25249.5
8 *et seq.* ("Proposition 65") against Defendant. In this action, Plaintiff alleges that Defendant's
9 "Casa Martinez, Chipotle Salsa (UPC# 743958001858)", "Casa Martinez, Pollo Adobo Cooking
10 Sauce (UPC# 743958000066)" and "Casa Martinez, Beef Barbacoa Cooking Sauce (UPC#
11 743958000035)" (the "Covered Products") contain lead, a chemical listed under Proposition 65
12 as a carcinogen and reproductive toxin. Plaintiff alleges that the Covered Products expose
13 consumers to lead at a level requiring a Proposition 65 warning. Plaintiff alleges that Defendant
14 qualifies as a "Person" within the meaning of Proposition 65, and that Defendant manufactures,
15 distributes, and/or offers for sale in the State of California the Covered Products.

16 **1.3 Notice of Violation.** The Complaint is based on allegations contained in
17 Plaintiff's Notices of Violation dated July 1, 2022 and March 8, 2024 (the "Notices"), that were
18 served on the California Attorney General, other public enforcers, and Defendant. A true and
19 correct copy of the Notices are attached hereto as **Exhibit A** and incorporated by reference. More
20 than 60 days have passed since the Notices were served on the Attorney General, public
21 enforcers, and Defendant; no designated governmental entity has filed a Complaint against
22 Defendant with regard to the Covered Product or the alleged violations.

23 **1.4** Plaintiff's Notices and Amended Complaint allege that the use of the Covered
24 Products by California consumers expose them to lead without first receiving a clear and
25 reasonable warning from Defendant, which is a violation of California *Health & Safety Code* §
26 25249.6. Defendant denies all material allegations contained in the Notices and Amended
27 Complaint.

1 amicable manner. No action or motion may be filed with the Court in the absence of such a good
2 faith attempt to resolve the dispute beforehand.

3 **XIV. ENFORCEMENT**

4 **14.1** The Parties may, by motion or order to show cause before the Superior Court of
5 Los Angeles County, enforce the terms and conditions of this Consent Judgment. In any
6 successful action brought by Plaintiff to enforce this Consent Judgment, Plaintiff may seek
7 whatever fines, costs, penalties, or remedies as are provided by law for failure to comply with
8 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 **16.1** This Consent Judgment has come before the Court upon the request of the Parties.
20 The 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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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.
3 Defendant denies the material, factual, and legal allegations in the Notices and Amended
4 Complaint and maintain that all of the products, including the Covered Products, that it sold
5 and/or distributed for sale in California have been and are in compliance with all laws. Nothing
6 in this Consent Judgment nor compliance with this Consent Judgment shall constitute or be
7 construed as an admission by Defendant or by any of their respective officers, directors,
8 shareholders, employees, agents, parent companies, subsidiaries, divisions, affiliates,
9 franchisees, licensees, customers, suppliers, distributors, wholesalers, or retailers of any fact,
10 finding, conclusion, issue of law, or violation of law, such specifically denied by the Defendant.
11 This Section shall not, however, diminish or otherwise affect Defendant's obligations,
12 responsibilities, and duties under this Consent Judgment.

13 **1.6** Except as expressly set forth herein, nothing in this Consent Judgment shall
14 prejudice, waive, or impair any right, remedy, argument, or defense the Parties may have in any
15 current or future legal proceeding unrelated to this proceeding.

16 **1.7 Effective Date.** For purposes of this Consent Judgment, the "Effective Date"
17 shall be the date the Consent Judgment has been approved and entered by the Court.

18 **II. JURISDICTION AND VENUE**

19 **2.1** For purposes of this Consent Judgment and any further court action that may
20 become necessary to enforce this Consent Judgment only, the Parties stipulate that this Court has
21 subject matter jurisdiction over the allegations of violations contained in the Amended
22 Complaint and personal jurisdiction over Defendant as to the acts alleged in the Amended
23 Complaint.

24 **2.2** For purposes of this Consent Judgment, the Parties stipulate that venue is proper
25 in Los Angeles 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
27 that were or could have been asserted in this action based on the facts alleged in the Notices and
28 Amended Complaint.

1 **III. INJUNCTIVE RELIEF**

2 **3.1 Lead Reduction, Target Level, Compliance Date.** Beginning six months after
3 the Effective Date, Defendant shall reduce the level of lead in the Covered Products, if necessary,
4 shipped for sale in California to an exposure level of no more than 0.5 micrograms of lead per
5 serving, with serving size measured by the serving size specified on the label of the Covered
6 Product (the "Target Level"), or be subject to the provisions of Paragraphs 3.3 through 3.6
7 concerning warnings.

8 **3.2 Shipped for Sale in California.** "Shipped for Sale in California" means the
9 Covered Products that Defendant either directly ships to California for sale in California, or that
10 it sells to a distributor or retailer who Defendant knows will sell the Covered Products to
11 consumers in California. Where a retailer or distributor sells the Covered Products both in
12 California and other states, Defendant shall take commercially reasonable steps to ensure that
13 the only Covered Products that are sold in California are in compliance with Paragraph 3.1
14 through 3.6.

15 **3.3 Clear and Reasonable Warnings, When Required.** Defendant agrees by six
16 months after the Effective Date to only manufacture for sale, purchase for sale, import for sale,
17 or distribute for sale in or into California (in-person or online) the Covered Products that contain
18 a warning as provided for in Paragraphs 3.4 through 3.6, except as provided in Paragraph 3.1.

19 **3.4 Warning Requirements.** A clear and reasonable warning for the Covered
20 Product shall consist of a warning affixed to the packaging, label, tag, or directly to each Covered
21 Product Shipped for Sale in California by Defendant that contains one of the following
22 statements:

23 (A)

24
25 **WARNING:** Consuming this product can expose you to lead, which is known to the
26 State of California to cause cancer and birth defects or other reproductive harm. For
more information go to www.P65Warnings.ca.gov/food.

27 Defendant may, at its option, use the words "**CA WARNING:**" or "**CALIFORNIA**
28 **WARNING:**" instead of the word "**WARNING:**".

1 (B)

2 **WARNING:** Risk of cancer and reproductive harm from exposure to lead.
3 www.P65Warnings.ca.gov/food.

4 or

5 **WARNING:** Can expose you to lead, a carcinogen and reproductive toxicant.
6 www.P65Warnings.ca.gov/food.

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

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10 The warning shall be offset in a box with a black outline and must be in a type size no
11 smaller than the largest type size used for other consumer information on the Covered Product.
12 “Consumer information” includes warnings, directions for use, ingredient lists, and nutritional
13 information. “Consumer information” does not include the brand name, product name, company
14 name, location of manufacture, or product advertising. In no case shall the warning appear in a
15 type size smaller than six (6) point type. The warning shall also comply with 27 C.C.R. §
16 25607.1(c). Specifically, where the product sign, label, or shelf tag used to provide a warning
17 includes consumer information in a language other than English, the warning must also be
18 provided in that language in addition to English.

19 **3.5 Warnings for Internet Sales.** For any Covered Products sold over the internet
20 where it will be shipped to California, the warning shall be displayed as follows: (A) on the
21 primary display page for the Covered Products; (B) as a clearly marked hyperlink using the word
22 “WARNING” or the words “CA WARNING” or “CALIFORNIA WARNING” in all capital and
23 bold letters on the Covered Products’ primary display page, so long as the hyperlink goes directly
24 to a page prominently displaying the warning without content that detracts from the warning;
25 (C) on the checkout page or any other page in the checkout process when a California delivery
26 address is indicated for the purchase of the Covered Products and with the warning clearly
27 associated with the Covered Products to indicate that the Covered Products are subject to the
28 warning; or (D) by otherwise prominently displaying the warning to the purchaser prior to

1 completing the purchase of the Covered Products. The warning is not prominently displayed if
 2 the purchaser must search for it in the general content of the website.

3 **3.6 Warning Prominence.** Defendant agrees that each warning shall be prominently
 4 placed with such conspicuousness, as compared with the other words, statements, designs, or
 5 devices, as to render it likely to be read and understood by an ordinary individual under
 6 customary conditions before purchase or use.

7 **3.7 Compliance with Clear and Reasonable Warning.** Defendant shall be deemed
 8 to be in compliance with this Consent Judgment six months after the Effective Date by (A)
 9 adhering to Paragraphs 3.1 through 3.6, or (B) by complying with any future warning
 10 requirements adopted by the State of California’s Office of Environmental Health Hazard
 11 Assessment (“OEHHA) applicable to the Covered Products and chemical at issue.

12 **3.8 Grace Period of Existing Inventory.** The injunctive requirements of Section III
 13 shall not apply to the Covered Products that are already in the stream of commerce as of nine (9)
 14 months following the Effective Date, (the “Grace Period”), which Covered Products are
 15 expressly subject to the releases provided in Section V, without regard to when such Covered
 16 Products were, or are in the future, distributed or sold to customers. As a result, the obligations
 17 of Defendant stated in Section III do not apply to Covered Products manufactured, packaged, or
 18 put into commerce until after the Grace Period.

19 **3.9 Entry of Consent Judgment.** Upon execution of this Consent Judgment by the
 20 Parties, Plaintiff 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 **3.10 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.

26 **3.11 Void if Not Approved.** If this Consent Judgment is not approved by the Court, it
 27 shall be void and have no force or effect.

28 **IV. MONETARY TERMS**

1 **4.1 Total Settlement Amount.** In full satisfaction of all potential civil penalties,
2 additional settlement payments, attorney fees, and costs, Defendant shall make a total payment
3 of Twenty-Five Thousand Dollars (\$25,000.00) (the "Total Settlement Amount"), apportioned
4 into a Civil Penalty, and Attorney Fees and Costs as set forth in Paragraphs 4.2 and 4.3, below.

5 **4.2 Civil Penalty Payment.** Pursuant to California *Health & Safety Code*
6 § 25249.7(b)(2) and in settlement of all claims alleged in the Notice and Complaint, Defendant
7 agrees to pay Two Thousand Five Hundred Dollars (\$2,500.00) in Civil Penalties. The Civil
8 Penalty payment will be apportioned in accordance with California *Health & Safety Code* §§
9 25249(c)(1), (d), with seventy-five (75) percent of these funds remitted to OEHHA, and the
10 remaining twenty-five (25) percent of the funds retained by Plaintiff. Within ten (10) days of the
11 Effective Date, Defendant shall issue a check to "OEHHA" in the amount of One Thousand
12 Eight Hundred and Seventy-Five Dollars (\$1,875.00), with "Prop 65 Penalties" written in the
13 Memo Line; and Defendant shall, pursuant to the instructions below, wire to Plaintiff the amount
14 of Six Hundred and Twenty-Five Dollars (\$625.00).

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

17 For United States Postal Delivery Service:

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

23 For Non-United States Postal Delivery Service:

24 Mike Gyurics
25 Fiscal Operations Branch Chief
26 Office of Environmental Health Hazard Assessment
27 1001 I Street MS #19B
28 Sacramento, CA 95814

 All penalty payments owed to Plaintiff 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. 23TRCV01075

4.3 Attorney Fees and Costs. Within ten (10) days of the Effective Date, Defendant agrees to pay Twenty-Two Thousand Five Hundred Dollars (\$22,500.00) to Plaintiff and its counsel of record for all fees and costs incurred in investigating, bringing this matter to the attention of Defendant, 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. 23TRCV01075

4.4 In the event that Defendant 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, Defendant shall be deemed to be in material breach of its obligations under this Consent Judgment. Plaintiff shall provide written notice of delinquency to Defendant via electronic mail to Defendant's counsel of record. If Defendant 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, Defendant agrees to pay Plaintiff's reasonable attorney fees and costs for any efforts to collect the payment due under this Consent Judgment.

1 **V. RETENTION OF JURISDICTION**

2 **5.1** This Court shall retain jurisdiction over this matter to enforce, modify, or terminate
3 this Consent Judgment.

4 **VI. MODIFICATION OF CONSENT JUDGMENT**

5 **6.1** This Consent Judgment may be modified only as to the injunctive terms by
6 (A) written stipulation of the Parties and upon entry by the Court of a modified consent judgment,
7 or (B) by motion of either Party pursuant to Paragraph 5.1 and upon entry by the Court of a
8 modified consent judgment.

9 **6.2** If Defendant seeks to modify this Consent Judgment under Paragraph 5.1, then
10 Defendant must provide written notice to Plaintiff of its intent (“Notice of Intent”). If Plaintiff
11 seeks to meet and confer regarding the proposed modification in the Notice of Intent, then Plaintiff
12 shall provide written notice of intent to meet and confer to Defendant within thirty (30) days of
13 receiving the Notice of Intent. The Parties shall then meet and confer in good faith in person, via
14 telephone, or via video conference within thirty (30) days of Plaintiff’s written notice of intent to
15 meet and confer. Within thirty (30) days of such a meeting, if Plaintiff disputes the proposed
16 modification, Plaintiff shall provide Defendant a written basis for its opposition. The Parties shall
17 continue to meet and confer for an additional thirty (30) days in an effort to resolve any remaining
18 disputes. Should it become necessary, the Parties may agree in writing to different deadlines for
19 the meet-and-confer period.

20 **6.3** In the event that Defendant initiates or otherwise requests a modification under
21 Paragraph 5.1, and the meet and confer process leads to a joint motion or application for a
22 modification of the Consent Judgment, Defendant shall reimburse Plaintiff its costs and
23 reasonable attorney fees for the time spent in the meet-and-confer process and filing and arguing
24 the motion.

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

26 **7.1** This Consent Judgment shall have no application to any Covered Products that are
27 distributed or sold exclusively outside the State of California and/or that is not used by California
28 consumers. Nothing in this Consent Judgment is intended to apply to any occupational or

1 environmental exposures arising under Proposition 65, nor shall it apply to any other Defendant
2 products other than the Covered Product.

3 **7.2 Binding Effect.** This Consent Judgment is a full, final, and binding resolution
4 between Plaintiff, on behalf of itself and its respective officers, directors, shareholders,
5 employees, agents, parent companies, subsidiaries, divisions, and affiliates and on behalf of the
6 public interest, and Defendant and its respective officers, directors, shareholders, employees,
7 agents, parent companies, subsidiaries, divisions, affiliates, franchisees, licensees, customers,
8 suppliers, distributors, wholesalers, or retailers, and all other upstream and downstream entities
9 in the distribution chain of the Covered Product and the predecessors, successors, and assigns of
10 any of them (collectively, "Released Parties").

11 **7.3 Compliance with the terms of this Consent Judgment shall be deemed to constitute**
12 **compliance with Proposition 65 by any of the Released Parties regarding alleged exposures to**
13 **lead in the Covered Product as set forth in the Notice and Amended Complaint.**

14 **7.4 Plaintiff Release of Defendant.** Plaintiff, on behalf of itself and its respective
15 officers, directors, shareholders, employees, agents, parent companies, subsidiaries, divisions,
16 and affiliates and on behalf of the public interest fully releases and discharges Released Parties
17 from any and all claims, actions, cause of action, suits, demands, liabilities, damages, penalties,
18 fees costs, and expenses asserted, or that could have been asserted based on or related to the
19 handling, use, sale, distribution, or consumption of the Covered Products in California, as to any
20 alleged violation of Proposition 65 or its implementing regulations up through the Effective Date,
21 based on a failure to provide Proposition 65 warning on the Covered Products with respect to lead
22 as set forth in the Notice and Amended Complaint.

23 **7.5 Plaintiff on its own behalf only, and Defendant on its own behalf only, further**
24 **waives and releases any and all claims they, their attorneys, or their representatives may have**
25 **against each other for all actions or statements made or undertaken in the course of seeking or**
26 **opposing enforcement of Proposition 65 in connection with the Notice and Amended Complaint**
27 **up through and including the Effective Date, provided, however, that nothing in this Section shall**
28 **affect or limit any Party's right to seek to enforce the terms of the Consent Judgment.**

1 **7.6 California Civil Code Section 1542.** It is possible that other claims not known to
 2 the Parties, arising out of the facts alleged in the Notice and Amended Complaint, and relating to
 3 the Covered Products, will develop or be discovered. Plaintiff on behalf of itself only, and
 4 Defendant on behalf of itself only, acknowledge that this Consent Judgment is expressly intended
 5 to cover and include all such claims up through and including the Effective Date, including all
 6 rights of action therefore. Plaintiff and Defendant acknowledge that the claims released in Section
 7 VII above may include unknown claims, and nevertheless waive California Civil Code § 1542 as
 8 to any such unknown claims. California *Civil Code* § 1542 reads as follows:

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

14 **VIII. SEVERABILITY**

15 **8.1** In the event that any of the provisions of this Consent Judgment are held by a court
 16 of competent jurisdiction to be unenforceable, the validity of the remaining enforceable
 17 provisions shall not be adversely affected.

19 **IX. GOVERNING LAW**

20 **9.1** The terms and conditions of this Consent Judgment shall be governed by and
 21 construed in accordance with the laws of the State of California.

22 **X. PROVISION OF NOTICE**

23 **10.1** All notices required to be given to either Party to this Consent Judgment by the
 24 other shall be in writing and sent to the following agents listed below via first-class mail or
 25 electronic mail. Any Party may modify the person/entity or address to whom the notice is to be
 26 sent by sending the other Party notice by certified mail, return receipt requested. Said change shall
 27 take effect on the date the return receipt is signed by the Party receiving the change.

Notice for Plaintiff shall be sent to:

Joseph R. Manning, Jr.
26100 Towne Centre Drive
Foothill Ranch, CA 92610
Tel: Office (949) 200-8757 Fax: (866) 843-8309
P65@manninglawoffice.com

Notice for Defendant shall be sent to:

Brian M. Ledger
Gordan Rees Scully Mansukhani
101 W. Broadway, Suite 2000
San Diego, CA 92101
Tel: (619) 230-7729 Fax: (619) 696-7124
bledger@grsm.com

XI. EXECUTED IN COUNTERPARTS

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

XII. DRAFTING

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

XIII. GOOD FAITH ATTEMPT TO RESOLVE DISPUTES

13.1 If a dispute with respect to either Party's compliance with the terms of this Consent Judgment entered by the Court, the Parties shall meet and confer in person, by telephone, by video conference, and/or in writing and endeavor to resolve the dispute in an

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IT IS SO STIPULATED.

DATED: 2/13/2025, 2025

PLAINTIFF

DocuSigned by:

eric fairon

By: _____

Eric Fairon, CEO
CalSafe Research Center, Inc.

DEFENDANT

DATED: 10 February, 2025

By: *Adriana Martinez*

ADRIANA C. MARTINEZ

Marba International, LLC

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