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ELSINORE VALLEY MUNICIPAL WATER  
8 DISTRICT

**FILED**  
Clerk of the Superior Court

JUN 27 2018

By: T. Dietrich, Deputy

EXEMPT FROM FILING FEES, PURSUANT  
TO GOVERNMENT CODE SECTION 6103

9  
10 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
11 COUNTY OF SAN DIEGO, NORTH COUNTY DIVISION

13 THE HYDRO COMPANY,  
14 INCORPORATED, doing business in  
California as THE NEVADA HYDRO  
15 COMPANY, INC.,

16 Plaintiff,

17 v.

18 ELSINORE VALLEY MUNICIPAL  
19 WATER DISTRICT; and DOES 1 TO 25,  
inclusive,

20 Defendant.

Case No. 37-2012-00057077-CU-BC-NC  
Judge: Hon. Timothy Casserly  
Dept: N-31  
[IMAGED FILE]

CONSENT JUDGMENT

Complaint Filed: September 12, 2012

21  
22 AND RELATED CROSS-ACTION.  
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LAW OFFICES OF  
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1 This Consent Judgment is hereby stipulated and agreed to by, between, and among  
2 Plaintiff and Cross-Defendant The Hydro Company, Incorporated, doing business in California as  
3 The Nevada Hydro Company, Inc. ("Hydro") and Defendant and Cross-Complainant Elsinore  
4 Valley Municipal Water District (the "District" or "EVMWD") (each of whom shall be referred  
5 to individually as a "Party" or collectively as the "Parties") regarding all claims and actions raised  
6 in the above-captioned litigation, THE HYDRO COMPANY, INCORPORATED, doing business  
7 in California as THE NEVADA HYDRO COMPANY, INC. v. ELSINORE VALLEY  
8 MUNICIPAL WATER DISTRICT, San Diego County Superior Court Case No. 37-2012-  
00057077-CU-BC-NC (the "Litigation"), as follows:

9 RECITALS

10 WHEREAS, EVMWD is a municipal water district organized and operating under the  
California Municipal Water Act of 1911, California Water Code section 71000, et seq.

11 WHEREAS, EVMWD is engaged in the business of providing water and water treatment  
12 services to rate payers in the Elsinore Valley and is a member agency of Western Municipal  
13 Water District ("Western") which, in turn, is a member agency of the Metropolitan Water District  
14 of Southern California ("Metropolitan").

15 WHEREAS, under California Water Code section 71662, EVMWD is authorized to  
16 provide, generate, and deliver hydroelectric power, and acquire, construct, operate, and maintain  
17 any and all works, facilities, improvements, and property necessary or convenient for such  
utilization.

18 WHEREAS, in April, 1995, EVMWD, consistent with California Water Code section  
19 71662, obtained a Preliminary Permit ("Preliminary Permit") from the Federal Energy Regulatory  
20 Commission (the "FERC") for the development of the Lake Elsinore Advanced Pumped Storage  
21 (LEAPS) Project (Project No. 11504). Project No. 11504 proposed the development of a 250-  
22 megawatt hydroelectric facility and related transmission lines.

23 WHEREAS, Hydro is an engineering and energy consulting firm, with specialized  
knowledge in the development of hydroelectric facilities and related transmission lines.

24 WHEREAS, on or about May 15, 1997, EVMWD entered into a written contract with  
25 Hydro for the development of the LEAPS Project, ("the Development Agreement") (Project No.  
26 11504). A copy of the Development Agreement is attached hereto and incorporated by reference  
27 as Exhibit I.

28 //

1 WHEREAS, pursuant to the terms of the Development Agreement, EVMWD and Hydro  
2 agreed, in part, to proceed jointly with the FERC licensing application process, acquire FERC  
3 licensure, and construct and operate the LEAPS Project.

4 WHEREAS, under the terms of the Development Agreement, the District agreed, in part,  
5 that upon completion of the Project to its operational stage, the District would provide all water  
6 management services at Lake Elsinore necessary for operation of the Project ("Water  
7 Management Services"), including, without limitation, maintenance of the water level in Lake  
8 Elsinore.

9 WHEREAS, on or about February 2, 2004, the District and Hydro filed a new joint  
10 application with the FERC for the development of revised Lake Elsinore Advanced Pumped  
11 Storage Project (Project No. 11858). The 1997 Development Agreement was included as an  
12 attachment to the joint application for Project No. 11858.

13 WHEREAS disputes subsequently arose between the Parties concerning the development  
14 of the LEAPS Project (Project No. 11858).

15 WHEREAS, on or about May 6, 2011, FERC issued a "request for just cause" letter to  
16 Hydro and EVMWD, requesting that the Parties provide an explanation as to why the joint  
17 application for licensure of the LEAPS Project should not be dismissed.

18 WHEREAS, Hydro and EVMWD responded separately to the request for just cause letter.

19 WHEREAS, on July 12, 2011, FERC dismissed the Parties' application for licensure of  
20 the LEAPS Project, citing "the co-applicants' divergent responses to the May 6, 2011 just cause  
21 letter".

22 WHEREAS, on or about July 18, 2011, EVMWD provided Hydro with a written Notice  
23 of Termination and Notice of Default purporting to terminate the 1997 Development Agreement,  
24 and made demand for the reimbursement of certain fees paid to the State Water Resources  
25 Control Board ("State Water Board") in connection with the LEAPS Project.

26 WHEREAS, on or about July 14, 2011, Hydro filed a new application with the FERC, in  
27 its name alone, for the development of the Lake Elsinore Advanced Pumped Storage Project  
28 (Project No. 14227). Project No. 14227 is essentially the same project as Project No. 11858 and  
would consist of the following: (1) A new upper reservoir (Decker Canyon) with a 200-foot-high  
main dam and a gross storage volume of 5,750 acre-feet at a normal reservoir surface elevation of  
2,792 feet above mean sea level (msl); (2) a single 21-foot-diameter concrete power shaft and  
power tunnel with two steel lined penstocks; (3) an underground powerhouse with two reversible

1 pump-turbine units with a total installed capacity of 500 megawatts; (4) an existing lower  
2 reservoir (Lake Elsinore) with a gross storage volume of 54,500 acre-feet at a normal reservoir  
3 surface elevation of 1,245 feet above msl; and (5) about 32 miles of 500-kV transmission line  
4 connecting the project to an existing transmission line owned by Southern California Edison  
5 located north of the proposed project and to an existing San Diego Gas & Electric Company  
6 transmission line located to the south.

7 WHEREAS, on or about June 4, 2012, Hydro served a claim with EVMWD under the  
8 California Government Claims Act to recover more than \$24 million in "sunk costs" on the  
9 LEAPS Project, ("Claim").

10 WHEREAS, on or about July 13, 2012, EVMWD rejected the Claim.

11 WHEREAS, on September 12, 2012, Hydro filed the Litigation against the District in San  
12 Diego County Superior Court Case No. 37-2012-00057077. The complaint in the Litigation  
13 included one cause of action for breach of contract which alleged that the District breached the  
14 Development Agreement ("Complaint"). The Complaint alleges that, contrary to the express and  
15 implied provisions of the Development Agreement, EVMWD subverted Hydro's efforts to entitle  
16 the Project, which caused FERC to dismiss the pending application for licensure, scuttling the  
17 Project, and resulting in damage to Hydro in excess of \$24 million.

18 WHEREAS, on or about October 24, 2012, FERC granted Hydro a preliminary permit to  
19 study the feasibility of the Lake Elsinore Advanced Pumped Storage Project ("Project No.  
20 14227").

21 WHEREAS, on or about November 1, 2012, EVMWD filed an answer denying the  
22 allegations in the Complaint, and filed a cross-complaint ("Cross-Complaint"), alleging that  
23 Hydro breached the Development Agreement by failing to prosecute reasonably the FERC  
24 License Application; failing to prosecute reasonably the Clean Water Act Section 401 water  
25 quality certification for the Project; and by failing to timely pay Project-related permitting fees,  
26 including the two separate Section 401 Water Quality Certification application/processing fees  
27 assessed by the State Board of Equalization on behalf of the State Water Board in the amounts of  
28 \$131,294.68 for fiscal year 2010-2011 and \$113,860.00 plus continually accruing interest and  
penalties for fiscal year 2011-2012 in fees owing the State Water Board.

WHEREAS, on or about December 14, 2012, Hydro filed an answer denying the  
allegations in the Cross-Complaint.

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1 WHEREAS Hydro subsequently amended and supplemented the Complaint to include a  
2 claim for reimbursement of certain fees paid to the United States Department of Agriculture,  
3 Forestry Service, which were erroneously refunded to EVMWD instead of Hydro.

4 WHEREAS EVMWD denies the allegations in the amended and supplemented  
5 Complaint.

6 WHEREAS Hydro is now attempting to revive the LEAPS Project, and has filed a new  
7 application for FERC licensure under Project number 14227-003, with the support of Grafton  
8 Asset Management, Inc., a global energy investment firm.

9 WHEREAS the Parties attended private mediation conferences with the Hon. J. Richard  
10 Haden, Ret., and have since discussed the potential for the global resolution of the Lawsuit.

11 WHEREAS, throughout the settlement negotiations, the Parties faced difficulty in  
12 reaching a compromise that was mutually acceptable. After numerous meetings and circulating  
13 draft versions of the documents back and forth, the Parties were able to reach a fair and equitable  
14 settlement for both Hydro and the District.

15 WHEREAS, the Parties desire to resolve the Lawsuit in its entirety, and establish their  
16 respective rights and responsibilities relative to the LEAPS Project on a going forward basis, and  
17 to that end have entered into an Agreement for Settlement and Release of Claims ("Settlement  
18 Agreement") which is attached hereto as Exhibit "A" and incorporated herein by reference.

19 WHEREAS, one of the provisions of the Settlement Agreement includes entry of a  
20 Consent Judgment outlining the obligation of the Parties related to Water Management Services  
21 associated with the pending LEAPS Project.

#### 22 CONSENT JUDGMENT

23 **THE PARTIES JOINTLY REQUEST THIS COURT TO ENTER A FINAL**  
24 **JUDGMENT BASED UPON THE TERMS SET FORTH BELOW IN THE CONSENT**  
25 **JUDGMENT.**

26 In consideration of the mutual covenants, agreements, representations, and warranties  
27 contained in the Settlement Agreement and this Consent Judgment, the Parties hereby stipulate  
28 and agree that the Superior Court of California, County of San Diego has subject matter  
jurisdiction over the matters alleged in this Litigation and personal jurisdiction over the Parties  
and may enter this Consent Judgment on the terms set forth below:

1. The Development Agreement is terminated, and all rights and obligations  
thereunder are extinguished, provided however, that consistent with prior obligations set forth in

1 Paragraph 7.5 of the Development Agreement, the District shall agree to continue to provide  
2 Water Management Services to the LEAPS Project upon licensing and satisfaction of the terms  
3 and conditions set forth in this Consent Judgment.

4 2. The Water Management Services to be provided by the District shall include  
5 facilitating, at Hydro's cost (as described below), the purchase, importation, and storage of fifteen  
6 thousand acre feet (15,000 AF) of water to be introduced into Lake Elsinore as follows: (1) 9,000  
7 AF to be permanently stored and maintained in Lake Elsinore; and (2) 6,000 AF to be stored and  
8 available for use in connection with the operation of the LEAPS Project. As described herein,  
9 Hydro will purchase 15,000 AF of "Initial Fill" water through the District and purchase future  
10 water supplies to offset losses necessary to maintain this 15,000 AF pool of imported water in  
11 Lake Elsinore. The Parties anticipate that water acquired for the benefit of the LEAPS Project  
12 will be released from the State Water Project or adjacent turnout on the San Jacinto River  
13 ("Turnout") and be conveyed through the San Jacinto River channel via Canyon Lake to Lake  
14 Elsinore.

15 3. Subject to availability, the District will procure water from Western and/or Eastern  
16 Municipal Water District ("Eastern") through ongoing purchase orders with Metropolitan in  
17 sufficient amounts, including actual conveyance losses, to establish and maintain a 15,000 AF  
18 pool of water in Lake Elsinore for use in connection with the operation of the LEAPS Project  
19 ("Hydro Water"). Hydro will be responsible for all costs associated with securing and delivering  
20 the Hydro Water to Lake Elsinore ("Actual Costs")<sup>1</sup> and an administrative fee of ten percent  
21 (10%) of the total purchase price of the water. Such deliveries shall not adversely impact water  
22 supplies or water quality in Canyon Lake.

23 a. Before the Initial Fill water is ordered, the Parties shall establish the  
24 methodology to project the anticipated conveyance losses associated with the delivery of  
25 Hydro Water from the Turnout to Lake Elsinore which are currently estimated by  
26 EVMWD to be 30%. Each Party shall designate a technical representative (who shall be a  
27 professional engineer licensed by the State of California experienced in water matters) to  
28 address the technical questions relating to conveyance losses and evaporative losses that  
may arise in connection with the implementation of this Consent Judgment. The two

<sup>1</sup> The term "Actual Costs" shall include EVMWD's actual direct cost of the water delivered to Lake Elsinore charged to the District by Western or others (which may include water and energy costs associated with conveyance). Actual Costs may also include any and all other costs which may be incurred by the District associated with such water deliveries as agreed to by the Parties, subject to good faith negotiations.

1 designated representatives shall select a third neutral individual, who shall also be a  
2 professional engineer licensed by the State of California experienced in water matters.  
3 The two designated Party representatives and the neutral individual shall attempt to reach  
4 consensus on questions related to conveyance losses and evaporative losses that may arise  
5 in connection with the implementation of this Consent Judgment. In the event that the  
6 two designated Party representatives and the neutral individual cannot reach consensus,  
7 the decision shall be made by the neutral individual. The Parties may seek to develop  
8 alternative conveyance facilities to minimize conveyance losses associated with the  
9 delivery of Hydro Water to Lake Elsinore.

10 b. Hydro will pay in advance to District 100% of the estimated costs for the  
11 "Initial Fill", provided that, if the Initial Fill occurs over several years, the payments may  
12 be made over the same time period as long as payment for water occurs before that water  
13 is ordered from Metropolitan and provided further that under no circumstances will any  
14 payment for such water delivery be made to the District prior to Hydro giving "notice to  
15 proceed" which shall be understood as occurring after the latest of: (i) the issuance of a  
16 license for the LEAPS Project by FERC, (ii) the approval of construction financing for the  
17 LEAPS Project, and (iii) approval by FERC of a cost-based formula rate for the recovery  
18 of the LEAPS Project costs.

19 5. Subject to the availability of water from Western and/or Eastern, District will  
20 procure water through its ongoing purchase orders with Western, Eastern or Metropolitan in  
21 sufficient amounts for Hydro to maintain the 15,000 AF pool of Hydro Water in Lake Elsinore  
22 ("Maintenance Water"), on the same terms and conditions as for the Initial Fill, except that Hydro  
23 will pay District 50% of the estimated costs for Maintenance Water when such water is ordered  
24 by the District and the other 50% within 30 days of Hydro's receipt of a District invoice after  
25 water has been delivered to Lake Elsinore.

26 6. Hydro will be responsible for satisfying and obtaining all necessary regulatory  
27 approvals that may be associated with the delivery of Hydro and Maintenance Water from the  
28 Turnout to Lake Elsinore. District will fully and promptly cooperate with Hydro's efforts on  
these issues, subject to reimbursement to District for costs incurred to cooperate with Hydro's  
efforts.

7. Following delivery of the Hydro and Maintain Water, the District shall prepare and  
provide Hydro with an accounting of the actual conveyance losses experienced with each

1 delivery.

2 a. Actual conveyance losses shall be based upon the difference between the  
3 amount of imported water released at the Turnout and the amount imported water which  
4 reaches Lake Elsinore as measured at the following gauging stations: USGS Sun City  
5 Gauge #11070365; USGS Ramona Expressway Gauge #11070210; and/or USGS San  
6 Jacinto Gauge #11070500; or based upon such other gauging facilities as the parties may  
7 agree to install.

8 b. In the event Hydro disputes the amount of actual conveyance losses, the  
9 parties shall consult and negotiate with each other in good faith and, recognizing their  
10 mutual interests, attempt to resolve the dispute. If the parties are unable to resolve the  
11 dispute, the Parties shall convene the two designated Party representatives and the neutral  
12 individual described in paragraph 3(a) above to resolve the dispute in compliance with the  
13 process identified in that paragraph.

14 8. In order to more accurately measure, account for and deliver the Hydro Water  
15 including conveyance losses, the Parties agree that it may be necessary to install flow meters,  
16 valves and other measuring devices to increase the accuracy of calculating conveyance losses,  
17 particularly in the San Jacinto River. EVMWD anticipates that the following devices/facilities  
18 may need to be installed to facilitate measurement and delivery of Hydro Water: (a) One or two  
19 18-inch valves in Railroad Canyon Dam; (b) A flow meter at Railroad Canyon Dam; (c) A  
20 diversion/dissipation structure to direct flows around the dam and into the lower San Jacinto  
21 River; (d) A flow meter at the Turnout; (e) Two flow meters in the San Jacinto River; and/or (f) A  
22 flow meter at a point just upstream of Lake Elsinore. Subject to agreement in the future by Hydro  
23 on the need for and types of devices/facilities, Hydro agrees to pay for the entire cost associated  
24 with installing such facilities, including all actual costs incurred by the District.

25 9. Hydro shall be responsible for all evaporative loss associated with the Hydro  
26 Water. The evaporative loss shall be determined based on the incremental change in surface area  
27 of Lake Elsinore associated with Hydro Water and the given Lake level at the time.

28 a. The District shall prepare and provide Hydro with an accounting of the  
evaporative losses associated with the Hydro Water on an annual basis.

b. In the event Hydro disputes the amount of evaporative losses associated  
with the Hydro Water, the parties shall consult and negotiate with each other in good faith  
and, recognizing their mutual interests, attempt to resolve the dispute. If the parties are



1 unable to resolve the dispute, the Parties shall convene the two designated Party  
2 representatives and the neutral individual described in paragraph 3(a) above to resolve the  
3 dispute in compliance with the process identified in that paragraph.

4 10. Hydro will have the right, in its reasonable discretion, to make alternative  
5 arrangements for the acquisition of water supplies for the LEAPS Project, whether for the Initial  
6 Fill or the Maintenance Water. Any such efforts shall be fully coordinated with the District. The  
7 District will cooperate in such efforts as needed, subject to reimbursement by Hydro of the costs  
8 incurred by the District. The Parties may enter into "in-lieu" arrangements wherein  
9 Eastern/Western deliver imported surface water to the District and pump additional groundwater  
10 from their respective service areas. The Parties may also enter into "exchange" agreements  
11 wherein Eastern/Western exchange imported water for alternative sources of supply. All such  
12 sources shall be of such water quality as to satisfy the requirements of the Regional Water Quality  
13 Control Board for introduction into Lake Elsinore.

14 11. Hydro shall pay the District the Actual Costs of water purchased by the District for  
15 Hydro plus an administrative fee of ten percent (10%) of the total purchase price of the water,  
16 provided: (i) in the event that the District has any unallocated, available Tier 1 water in a given  
17 year, such water shall be made available to Hydro and Hydro shall pay the rate applicable to such  
18 water at the time of delivery of such water to Lake Elsinore for the benefit of Hydro, (ii) in the  
19 event that Article 21 water is available at any time from Metropolitan in a given year, the District  
20 shall purchase and Hydro shall pay the rate applicable to Article 21 supplies at the time of  
21 delivery of such water to Lake Elsinore for the benefit of Hydro, and (iii) in the event that the  
22 District is able to identify water at a lesser cost than Metropolitan's Tier 2 untreated rate, the  
23 District shall purchase such water and the Parties will split the price difference between that water  
24 and the then-current Metropolitan Tier 2 untreated water rate equally. The District and its local  
25 needs shall have and retain first priority of use to Tier 1 water supplies notwithstanding that Tier  
26 1 supplies may have been provided to Hydro in prior years.

27 12. District will maintain and provide Hydro with an annual accounting of all imports  
28 and losses associated with the Hydro Water on an annual basis.

13. Neither Hydro Water nor Maintenance Water shall be introduced into Lake  
Elsinore at times when such supplies will actually or threaten to result in lake elevation exceeding  
1247' msl. The Parties agree to cooperate in addressing this and related issues when and if they  
arise.

1           14. District will not interfere with the operation or maintenance of the LEAPS Project,  
2 as that project may be approved by FERC, provided the LEAPS Project does not result in a  
3 permanent diversion or increased evaporation of water already in Lake Elsinore; interfere with the  
4 recreational use of Lake Elsinore; adversely impact fish and wildlife enhancement in and around  
5 Lake Elsinore; or in any way frustrate the ability of the District or City to accomplish the  
6 objectives and purpose of the Lake Elsinore Management Agreement.

7           15. Hydro or its assigns shall defend, indemnify and hold EVMWD and its authorized  
8 agents harmless from and against any and all loss, damage, liability or expense (including costs  
9 and attorneys' fees) which EVMWD may incur as a result of the water delivered for, and Hydro's  
10 storage and use of the water in Lake Elsinore for the LEAPS Project, provided that nothing in this  
11 paragraph shall require Hydro to indemnify, defend or hold EVMWD harmless from and against  
12 any and all loss, damage, liability or expense (including costs and attorneys' fees) arising out of  
13 EVMWD's sole negligence or intentional wrongdoing. EVMWD or its assigns shall defend,  
14 indemnify and hold Hydro and its authorized agents harmless from and against any and all loss,  
15 damage, liability or expense (including costs and attorneys' fees) which Hydro may incur as a  
16 result of EVMWD's negligence or intentional wrongdoing associated with the water delivered  
17 for, and Hydro's storage and use of the water in Lake Elsinore for the LEAPS Project, provided  
18 that nothing in this paragraph shall require EVMWD to indemnify, defend or hold Hydro  
19 harmless from and against any and all loss, damage, liability or expense (including costs and  
20 attorneys' fees) arising out of Hydro's sole negligence or intentional wrongdoing.

21           16. The term of the obligations to provide Water Supply and Storage is to be equal to  
22 the term of the FERC license issued to Hydro for the LEAPS Project and would automatically  
23 renew upon issuance of a renewal license by FERC.

24           17. During the term of the FERC license issued to Hydro for the LEAPS Project,  
25 Hydro shall have exclusive rights to generate hydropower at Lake Elsinore. The Parties agree  
26 and understand that FERC requires licensees to include certain standard terms and conditions in  
27 agreements associated with licensed project works, such as Lake Elsinore. Such terms and  
28 conditions are likely to include, but are not limited to, a *Linweave* clause granting to Hydro the  
right to perform, or to obtain the District's performance of, any and all acts required by a FERC  
order without the prior approval of the District. Hydro agrees that, if the District incurs costs as a  
result of its compliance with such standard FERC provisions, then Hydro will compensate the  
District for its costs incurred in connection with such compliance.

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18. Each Party shall bear its own attorney fees, expert witness fees, and litigation costs incurred in connection with the Lawsuit.

19. The court shall retain jurisdiction to enforce this Consent Judgment and the terms of the Settlement Agreement pursuant to Code of Civil Procedure section 664.6; and this Consent Judgment may be amended or supplemented in any proceeding brought to enforce this Settlement Agreement.

Dated: \_\_\_\_\_ The Nevada Hydro Company, Inc.

By: \_\_\_\_\_  
Rexford J. Wait  
President

Dated: \_\_\_\_\_ Elsinore Valley Municipal Water District

By: \_\_\_\_\_  
John D. Vega  
General Manager

WHEREAS, IT APPEARING TO THE COURT THAT THE PARTIES HAVE  
CONSENTED TO THE ENTRY OF FINAL JUDGMENT AS SET FORTH ABOVE; AND  
IT FURTHER APPEARING TO THE COURT THAT THERE IS PROPER CAUSE  
THEREFORE, THE COURT HEREBY ORDERS, ADJUDGES AND DECREES THAT  
CONSENT JUDGMENT AS SET FORTH ABOVE BE ENTERED.

Dated: \_\_\_\_\_  
7-27-18

\_\_\_\_\_  
Honorable Timothy Casserly  
Judge of the Superior Court

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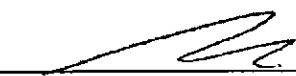
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2 incurred in connection with the Lawsuit.

3           19. The court shall retain jurisdiction to enforce this Consent Judgment and the terms  
4 of the Settlement Agreement pursuant to Code of Civil Procedure section 664.6; and this Consent  
5 Judgment may be amended or supplemented in any proceeding brought to enforce this Settlement  
6 Agreement.

6 Dated: 7-20-18

The Nevada Hydro Company, Inc.

7  
8 By:   
9 Rexford J. Wait  
10 President

11 Dated: \_\_\_\_\_

Elsinore Valley Municipal Water District

12 By: \_\_\_\_\_  
13 John D. Vega  
14 General Manager

15 **WHEREAS, IT APPEARING TO THE COURT THAT THE PARTIES HAVE**  
16 **CONSENTED TO THE ENTRY OF FINAL JUDGMENT AS SET FORTH ABOVE; AND**  
17 **IT FURTHER APPEARING TO THE COURT THAT THERE IS PROPER CAUSE**  
18 **THEREFORE, THE COURT HEREBY ORDERS, ADJUDGES AND DECREES THAT**  
19 **CONSENT JUDGMENT AS SET FORTH ABOVE BE ENTERED.**

19 Dated: \_\_\_\_\_

20 \_\_\_\_\_  
21 Honorable Timothy Casserly  
22 Judge of the Superior Court

23 1526051.1