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*Exempt From Filing Fees Pursuant  
To Government Code Section 6103*

7 Attorneys for Plaintiffs  
 8 COUNTY OF FRESNO and THE PEOPLE OF STATE OF CALIFORNIA

9 **SUPERIOR COURT OF CALIFORNIA, COUNTY OF FRESNO**

10 **CIVIL DIVISION**

11 COUNTY OF FRESNO; and  
 12 THE PEOPLE OF THE STATE OF  
 13 CALIFORNIA

Case No. 24CECG02246

14 Plaintiffs,

**STIPULATION FOR ENTRY OF  
JUDGMENT AND ORDER THEREON  
(Code Civ. Proc. § 664.6)**

15 v.  
 16 ASHOK WADHWA, an individual;  
 17 NEELAM WADHWA, an individual;  
 18 SWARAN BALL, an individual; MANJIT  
 19 BALL, an individual; MIKE BALL, an  
 individual; PLUS TRANZ, INC., a California  
 corporation; and DOES 1 through 50,  
 inclusive,

**Judge Assigned for All Purposes –**

**Hon Kristi Culver Kapetan in Dept. 502**

20 Defendants.  
 21

22  
 23 Plaintiffs COUNTY OF FRESNO, a political subdivision of the State of California,  
 24 (“County”) and THE PEOPLE OF THE STATE OF CALIFORNIA, (“People”) by and through  
 25 The Office of County Counsel for the County of Fresno (collectively, “Plaintiffs”); and  
 26 Defendants ASHOK WADHWA, an individual; NEELAM WADHWA, an individual;  
 27 SWARAN BALL, an individual; MANJIT BALL, an individual; MIKE BALL, an individual;  
 28 PLUS TRANZ, INC., a California corporation, (collectively, “Defendants”) desire and hereby

1 agree to resolve the above-captioned matter through this stipulation for entry of judgment as  
2 follows:

3 **RECITALS**

4 **WHEREAS**, Defendants own, possess, control and maintain certain real property  
5 located at and commonly known as 1270 South Temperance Avenue, Fresno, California 93727,  
6 further identified as Assessor's Parcel Number (APN) 316-150-35, and legally described as  
7 follows: "The North half of the Southwest Quarter of the Northwest Quarter of Section 14,  
8 Township 14 South, Range 21 East, Mount Diablo Base and Meridian, according to the official  
9 plat thereof" ("Subject Property").

10 **WHEREAS**, the Subject Property is zoned Exclusive Agriculture under Fresno  
11 County Zoning Ordinance, Division 6 of the Fresno Ordinance Code ("Fresno County Zoning  
12 Ordinance") section 808.2.A.

13 **WHEREAS**, on or about September 14, 2022, Defendants began to store and park  
14 semi-trucks, trailers, and tractor-trailers, and operate a commercial truck yard and truck parking  
15 facility on the Subject Property.

16 **WHEREAS**, on May 26, 2023, County of Fresno Code Enforcement staff inspected  
17 the Subject Property and observed semi-trucks, trailers and tractor-trailers stored and parked on  
18 the Subject Property.

19 **WHEREAS**, the County issued administrative citations and Defendants incurred  
20 administrative fines for ongoing violations of the Fresno County Zoning Ordinance.

21 **WHEREAS**, on May 24, 2024, Plaintiffs filed a Complaint for Injunctive Relief and  
22 Other Relief to Abate a Public Nuisance, Unfair Business Practices, and Other Relief (the  
23 "Complaint").

24 **WHEREAS**, on or about July 15, 2024, service of summons was completed on all  
25 Defendants.

26 **WHEREAS**, the Complaint seeks to abate violations of the Fresno County Zoning  
27 Ordinance sections 800.1.020.B, 878.6.010, 878.6.020.B, and 878.6.040.A for operation of the  
28 vehicle and freight terminal, truck stop, truck parking, and/or commercial truck facility on the

## 1 || Subject Property.

2           **WHEREAS**, the Complaint further sought recovery of civil penalties against the  
3 Defendants as authorized by California's Unfair Competition Law, Business and Professions  
4 Code section 17200, *et seq*, for the unlawful commercial use of the Subject Property in violation  
5 of the Fresno County Zoning Ordinance.

6                   **WHEREAS**, among the relief prayed for in the Complaint, Plaintiffs seek a  
7 mandatory permanent injunction to require Defendants to abate the violations of the Fresno  
8 County Zoning Ordinance.

9           **WHEREAS**, to avoid further litigation, the Plaintiffs and the Defendants (collectively,  
10          “Parties”) enter into this stipulation for judgment for Plaintiffs and issuance of a permanent  
11          injunction.

## **STIPULATION**

13 | Plaintiffs and Defendants agree to the following:

14 1. Defendants own, control, and are in possession of certain real property located at and  
15 commonly known as 1270 South Temperance Avenue, Fresno, California 93727, further  
16 identified as Assessor's Parcel Number (APN) 316-150-35, and legally described as follows:  
17 "The North half of the Southwest Quarter of the Northwest Quarter of Section 14, Township 14  
18 South, Range 21 East, Mount Diablo Base and Meridian, according to the official plat thereof"  
19 ("Subject Property").

20 2. Defendants admit receipt of service of the Summons and Complaint, and Defendants  
21 submit to the jurisdiction of this Court in this above-captioned action.

22 || 3. The Parties agree to have judgment entered as follows:

23 A. Defendants shall be permanently enjoined, restrained, and prohibited from: (i)  
24 storing or parking semi-trucks, trailers, and tractor-trailers on the Subject  
25 Property; and (ii) operating a vehicle and freight terminal, truck stop, truck  
26 parking, and/or commercial truck facility on the Subject Property (each an “Illegal  
27 Condition,” and collectively “Illegal Conditions”). The permanent injunction  
28 imposed by this paragraph will dissolve if a rezone or annexation of the Subject

Property authorizes the Illegal Conditions on the Subject Property.

- B. Defendants shall fully abate all Illegal Conditions on the Subject Property in violation of Fresno County Zoning Ordinance sections 800.1.020.B, 878.6.010, 878.6.020.B, and 878.6.040.A within thirty (30) calendar days after the date of service of the Notice of Entry of Judgment and permit reasonable inspection by the County to monitor compliance.
- C. If Defendants fail to timely and fully abate any Illegal Condition, as required by paragraph 3.B, the County may enter the Subject Property and take all necessary actions to fully abate the Illegal Condition.
- D. The County is authorized to enter and inspect the Subject Property, excluding the single-family residence, pool, and accessory structures, with at least 24 hours' notice by telephone, email, or in-person notification to Defendants, with these inspections limited to occur between the hours of 8:00 am and 6:00 pm and only on Mondays through Fridays, without a warrant or further orders from this Court to monitor compliance with the terms of the judgment entered pursuant to this stipulation for a period of three hundred sixty-five (365) calendar days after the date of service of the Notice of Entry of Judgment.
- E. The County's authorization to enter the Subject Property to inspect may be modified by further orders issued by the Court.
- F. In the event Illegal Conditions are found on the Subject Property, the County will provide written notice to Defendants pursuant to paragraph 4.L with a demand to abate all noticed Illegal Conditions found on the Subject Property with a cure period of fifteen (15) days from the date of mailing of the notice described in this paragraph. In the event Defendants fail to fully and timely abate the noticed Illegal Conditions, the County is authorized to enter the Subject Property and abate the noticed Illegal Conditions and recover the cost of this abatement work pursuant to paragraph 4.G.
- G. The County may recover from Defendants, jointly and severally, all of the

1 County's costs incurred in abating any Illegal Condition, and these costs may be  
2 secured by a judgment lien, and Defendants shall forfeit all legal right to  
3 possession and ownership interest in any materials the County removes from the  
4 Property for the purposes of abating the Illegal Condition.

5 H. Defendants agree to a monetary award to be paid exclusively by defendant PLUS  
6 TRANZ, INC., in the amount of fifty thousand dollars (\$50,000) to the County to  
7 compromise and resolve Defendants' liability for unpaid administrative fines and  
8 civil penalties pursuant to California Business and Professions Code section  
9 17206.

10 I. The County and Defendants agree that PLUS TRANZ, INC., will satisfy the fifty  
11 thousand dollars (\$50,000) monetary award to the County as follows: (i) ten (10)  
12 equal installment payments of five thousand dollars (\$5,000); (ii) the first  
13 installment of five thousand dollars (\$5,000) is due to the County five (5) court  
14 days after the date of service of the Notice of Entry of Judgment pursuant to this  
15 stipulation; and (iii) the nine (9) subsequent installment payments of five  
16 thousand dollars (\$5,000) are due each ninety (90) calendar days after the due  
17 date of the first installment until the full amount of fifty thousand dollars  
18 (\$50,000) is paid to the County (as provided in Code Civ. Proc., § 116.620).  
19 Payment shall be made by check or money order payable to the "County of  
20 Fresno," and delivered to the Office of the Fresno County Counsel, c/o Code  
21 Enforcement Attorney, 2200 Tulare Street, 5th Floor, Fresno, California 93721.

22 J. Upon defendant PLUS TRANZ, INC.'S full payment of the fifty thousand dollars  
23 (\$50,000) monetary award, the County will file and serve an Acknowledgement  
24 of Satisfaction of Judgment, Judicial Council Form EJ-100, as this form may be  
25 amended by the Judicial Council.

26 K. If any installment is not paid when due, interest accrues on the unpaid installment  
27 at the legal rate for a money judgment (as provided in Code Civ. Proc., § 685.010)  
28 beginning on the date the installment becomes due (as provided in Code Civ.

1 Proc., § 685.020). The Parties agree that the Complaint is not a claim related to  
2 medical expenses or personal debt. In addition, if any installment is not paid when  
3 due, the County may avail itself to the procedures to enforce money judgments  
4 under the laws of the State of California, including, but not limited to, a lien on  
5 the Subject Property and garnishment of the bank accounts held by PLUS  
6 TRANZ, INC. If any installment is not paid when due, a judgment lien on the  
7 Subject Property may be enforced for the amount of unmatured installments (as  
8 provided in Code Civ. Proc., § 697.350). If any prior installment is not paid, all  
9 funds received or collected by the County from PLUS TRANZ, INC., as payment  
10 under the judgment will be applied first to interest. If PLUS TRANZ, INC., pays  
11 any installment early, the due date for later installments is not advanced. At any  
12 time, PLUS TRANZ, INC., may pay all remaining outstanding or unmatured  
13 installments and interest, if any.

14 L. The Parties agree that notice pursuant to this stipulation, and the judgment entered  
15 pursuant to this stipulation, shall be provided to the Parties as follows:

16 i. **COUNTY OF FRESNO**

17 Office of Fresno County Counsel  
18 c/o Code Enforcement Attorney  
19 2220 Tulare Street, 5th Floor  
20 Fresno, California 93721  
21 (559) 600-3479  
22 [kroberson@fresnocoountyca.gov](mailto:kroberson@fresnocoountyca.gov) **and**  
23 [CountyCounselMailbox@fresnocoountyca.gov](mailto:CountyCounselMailbox@fresnocoountyca.gov)

24 ii. **DEFENDANTS**

25 Plus Tranz, Inc.	Fennemore LLP
c/o Mike Ball	c/o Christopher A. Brown, Esq.
P.O. Box 8537	8080 N. Palm Ave., Ste. 300
Fresno, California 93747	Fresno, CA 93711
(559) 217-5819	(559) 432-4500
<a href="mailto:Mike@plustranz.com">Mike@plustranz.com</a>	<a href="mailto:cbrown@fennemorelaw.com">cbrown@fennemorelaw.com</a>

26 Kulwinder Bains  
27 801 10th Street, 5th Floor  
28 Modesto, California 95354  
(415) 889-0777  
[kenea@kbainslaw.com](mailto:kenea@kbainslaw.com)

1  
2        Except as provided for inspection notices under paragraph 3.D., above, any  
3        notices pursuant to this stipulation must be in writing and mailed to the respective  
4        party pursuant to this paragraph 3.L.

5        M. Except as expressly provided in this Stipulation, each party to this Stipulation  
6        agrees to bear its own attorney's fees and costs incurred in this matter.

7        4. The Parties agree that the Court shall retain jurisdiction over this matter for the  
8        purposes of enforcing the judgment entered pursuant to this Stipulation and issuing any further  
9        orders as necessary.

10       5. Each person signing this Stipulation expressly warrants and represents that it is legally  
11       authorized to act on behalf of the party for which they sign and has full authority to obligate and  
12       bind that party to the terms of the conditions of this Stipulation pursuant to Code of Civil  
13       Procedure section 664.6 and Corporations Code section 313.

14       6. The Parties agree that this Stipulation may be executed in counterparts, each of which  
15       shall be deemed an original instrument, and all when taken together, shall constitute the  
16       Stipulation for Entry of Judgment.

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18  
19       [Signatures on next page]  
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1 IT IS SO STIPULATED

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3 FOR PLAINTIFFS

4

5 Dated: 8/19/25

COUNTY OF FRESNO AND  
THE PEOPLE OF THE STATE OF CALIFORNIA

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7 ATTEST:  
8 BERNICE E. SEIDEL  
Clerk of the Board of Supervisors  
9 County of Fresno, State of California  
10 By Bernice Vinn Deputy

By: Ernest Buddy Mendes  
ERNEST BUDDY MENDES, Chairman of the  
Board of Supervisors of the County of Fresno

11 APPROVED AS TO FORM:

12

13 Dated: 7/29/2025

14 Office of Fresno County Counsel

15

16 By: Kyle R. Roberson  
KYLE R. ROBERSON, Senior Deputy  
17 Attorneys for Plaintiffs,  
COUNTY OF FRESNO and  
18 PEOPLE OF THE STATE OF CALIFORNIA

19

20 FOR DEFENDANTS

21

22 Dated: \_\_\_\_\_

By \_\_\_\_\_  
ASKOK WADHWA, an individual

23

24 Dated: \_\_\_\_\_

By \_\_\_\_\_  
NEELAM WADHWA, an individual

25

26 Dated: 7/11/25

By SWARAN J. BALT  
SWARAN BALL, an individual

1 IT IS SO STIPULATED  
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4  
5 **FOR PLAINTIFFS**  
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8  
9 Dated: \_\_\_\_\_  
10  
11

12 COUNTY OF FRESNO AND  
13 THE PEOPLE OF THE STATE OF CALIFORNIA  
14  
15

16 By: ERNEST BUDDY MENDES, Chairman of the  
17 Board of Supervisors of the County of Fresno  
18  
19

20 APPROVED AS TO FORM:  
21  
22

23 Dated: \_\_\_\_\_  
24  
25

26 Office of Fresno County Counsel  
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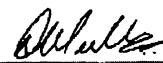
29 By: KYLE R. ROBERSON, Senior Deputy  
30 Attorneys for Plaintiffs,  
31 COUNTY OF FRESNO and  
32 PEOPLE OF THE STATE OF CALIFORNIA  
33  
34

35 **FOR DEFENDANTS**  
36  
37

38 Dated: 7/25/25  
39  
40

41 By   
42 ASKOK WADHWA, an individual  
43  
44

45 Dated: 7-25-25  
46  
47

48 By   
49 NEELAM WADHWA, an individual  
50  
51

52 Dated: \_\_\_\_\_  
53  
54

55 By \_\_\_\_\_  
56 SWARAN BALL, an individual  
57  
58

1  
2 Dated: 7/11/25

By MANJIT K. BALL  
MANJIT BALL, an individual

4  
5 Dated: 7/11/25

By Ball  
MIKE BALL, an individual and as Chief Executive  
Officer of PLUS TRANZ, INC., a California  
Corporation

8  
9 Dated: 7/11/25

By Ball  
Mike Ball, Chief Executive Officer, on behalf of  
PLUS TRANZ, INC., a California Corporation

13 APPROVED AS TO FORM:

14 FENNEMORE-DOWLING AARON

16 Dated: \_\_\_\_\_

By \_\_\_\_\_  
CHRISTOPHER A. BROWN  
Attorneys for Defendants, ASHOK WADHWA, an  
individual; NEEL'AM WADHWA, an individual;  
SWARAN BALL, an individual; MANJIT BALL,  
an individual; MIKE BALL, an individual; PLUS  
TRANZ, INC., a California Corporation

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1  
2 Dated: \_\_\_\_\_  
3  
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By \_\_\_\_\_  
MANJIT BALL, an individual

5 Dated: \_\_\_\_\_  
6  
7

By \_\_\_\_\_  
MIKE BALL, an individual and as Chief Executive  
Officer of PLUS TRANZ, INC., a California  
Corporation

8  
9 Dated: \_\_\_\_\_  
10  
11

By \_\_\_\_\_  
Mike Ball, Chief Executive Officer, on behalf of  
PLUS TRANZ, INC., a California Corporation

12  
13 APPROVED AS TO FORM:

14  
15 Dated: 7/29/25  
16  
17

FENNEMORE-DOWLING AARON

18 By   
19 CHRISTOPHER A. BROWN  
20 Attorneys for Defendants, ASHOK WADHWA, an  
individual; NEELAM WADHWA, an individual;  
SWARAN BALL, an individual; MANJIT BALL,  
an individual; MIKE BALL, an individual; PLUS  
TRANZ, INC., a California Corporation

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## **ORDER**

The Court, having read and considered the foregoing Stipulation between the Parties, and good cause appearing, **HEREBY ORDERS:**

**JUDGEMENT IS ENTERED FOR PLAINTIFFS AND AGAINST DEFENDANTS ON  
THE FOLLOWING TERMS:**

1. Defendants own, control, and are in possession of certain real property located at and  
2 commonly known as 1270 South Temperance Avenue, Fresno, California 93727, further  
3 identified as Assessor's Parcel Number (APN) 316-150-35, and legally described as follows:  
4 "The North half of the Southwest Quarter of the Northwest Quarter of Section 14, Township  
5 14 South, Range 21 East, Mount Diablo Base and Meridian, according to the official plat  
6 thereof" ("Subject Property").
- 7 2. Defendants are permanently enjoined, restrained, and prohibited from: (i) storing, or  
8 parking semi-trucks, trailers, and tractor-trailers on the Subject Property; and (ii) operating a  
9 vehicle and freight terminal, truck stop, truck parking, and/or commercial truck facility on  
10 the Subject Property (each an "Illegal Condition," and collectively "Illegal Conditions").
- 11 3. The permanent injunction imposed in paragraph 2 will dissolve if a rezone or  
12 annexation of the Subject Property authorizes the Illegal Conditions of the Subject Property.
- 13 4. Defendants shall fully abate all Illegal Conditions on the Subject Property in violation  
14 of Fresno County Zoning Ordinance, Division 6 of the Fresno Ordinance Code sections  
15 800.1.020.B, 878.6.010, 878.6.020.B, and 878.6.040.A within thirty (30) calendar days after  
16 the date of service of the Notice of Entry of Judgment and permit reasonable inspection by  
17 the County to monitor compliance.
- 18 5. If Defendants fail to timely and fully abate any Illegal Condition, as required by  
19 paragraph 3, the County may enter the Subject Property and take all necessary actions to  
20 fully abate the Illegal Condition.
- 21 6. The County is authorized to enter and inspect the Subject Property, excluding the  
22 single-family residential building, pool, and accessory structures, with at least 24 hours'  
23 notice by either telephone, email, or in-person notification to Defendants, with these  
24

1       inspections limited to occur between the hours of 8:00 am and 6:00 pm and only on Mondays  
2       through Fridays, without a warrant or further orders from this Court to monitor compliance  
3       with terms of this Judgment for a period of three hundred sixty-five (365) calendar days after  
4       the date of service of the Notice of Entry of Judgment.

5       7.       The County's authorization to enter the Subject Property to inspect may be modified  
6       by further orders issued by the Court.

7       8.       Upon the finding of any Illegal Conditions, the County will provide written notice to  
8       Defendants pursuant to paragraph 13 with a demand to abate all noticed Illegal Conditions  
9       within a period fifteen (15) days from the mailing of the notice described in this paragraph.  
10       In the event Defendants fail to fully and timely abate the noticed Illegal Conditions, the  
11       County is authorized to enter the Subject Property and abate the noticed Illegal Conditions  
12       and recover the cost of the County's abatement work pursuant to paragraph 9.

13       9.       The County may recover from Defendants, jointly and severally, all of the County's  
14       costs incurred in abating any Illegal Condition, and these costs may be secured by a judgment  
15       lien, and Defendants shall forfeit all legal right to possession and ownership interest in any  
16       materials the County removes from the Property for the for the purposes of abating the Illegal  
17       Condition.

18       10.       Defendant PLUS TRANZ, INC., shall pay a monetary award to the County in the  
19       amount of fifty thousand dollars (\$50,000) to compromise and resolve Defendants' liability  
20       for unpaid administrative fines and civil penalties authorized pursuant to California Business  
21       and Professions Code section 17206. PLUS TRANZ, INC., shall satisfy the fifty thousand  
22       dollars (\$50,000) monetary award to the County as follows: (a) payment of ten (10) equal  
23       installments of five thousand dollars (\$5,000); (b) the first installment of five thousand  
24       dollars (\$5,000) is due to the County within five (5) court days after the date of service of the  
25       Notice of Entry of Judgment; and (c) the nine (9) subsequent installments of five thousand  
26       (\$5,000) are due each ninety (90) calendar days after the due date of the first installment until  
27       the full amount of fifty thousand dollars (\$50,000) is paid to the County (as provided in Code  
28       of Civ. Proc., § 116.620). Payment shall be made by check or money order payable to the

1 "County of Fresno," and delivered to the Office of the Fresno County Counsel, c/o Code  
2 Enforcement Attorney, 2200 Tulare Street, 5th Floor, Fresno, California 93721.

3 11. Upon full payment of the fifty thousand dollars (\$50,000) monetary award, the County  
4 shall file and serve an Acknowledgement of Satisfaction of Judgment, Judicial Council Form  
5 EJ-100, as this form may be amended by the Judicial Council.

6 12. If any installment is not paid when due, interest accrues on the unpaid installment at  
7 the legal rate for a money judgment (as provided in Code Civ. Proc., § 685.010) beginning on  
8 the date the installment becomes due (as provided in Code Civ. Proc., § 685.020). This  
9 judgment does not arise from a claim related to medical expenses or personal debt. In  
10 addition, if any installment is not paid when due, the County may avail itself to the  
11 procedures to enforce money judgments under the laws of the State of California, including,  
12 but not limited to, a lien on the Subject Property and garnishment of the bank accounts held  
13 by PLUS TRANZ, INC. If any installment is not paid when due, a judgment lien on the  
14 Subject Property may be enforced for the amount of unmatured installments (as provided in  
15 Code Civ. Proc., § 697.350). If any prior installment is not paid, all funds received or  
16 collected by the County from PLUS TRANZ, INC., as payment under this judgment may be  
17 applied first to interest. If PLUS TRANZ, INC., pays any installment early, the due date for  
18 later installments is not advanced. At any time, PLUS TRANZ, INC., may pay all remaining  
19 outstanding or unmatured installments and interest, if any.

20 13. The Parties shall issue any notices pursuant to this judgment as follows:

21 **COUNTY OF FRESNO**

22 Office of the Fresno County Counsel

23 c/o Code Enforcement Attorney

24 2220 Tulare Street, 5th Floor

25 Fresno, California 93721

26 (559) 600-3479

27 [kroberson@fresnocountyca.gov](mailto:kroberson@fresnocountyca.gov) and

28 [CountyCounselMailbox@fresnocountyca.gov](mailto:CountyCounselMailbox@fresnocountyca.gov)

**DEFENDANTS**  
Plus Tranz, Inc.  
c/o Mike Ball  
P.O. Box 8537  
Fresno, California 93747  
(559) 217-5819  
[Mike@plustranz.com](mailto:Mike@plustranz.com)

Fennemore LLP  
c/o Christopher A. Brown, Esq.  
8080 N. Palm Ave., Ste. 300  
Fresno, CA 93711  
(559) 432-4500  
[cbrown@fennemorelaw.com](mailto:cbrown@fennemorelaw.com)

Kulwinder Bains  
801 10th Street, 5th Floor  
Modesto, California 95354  
(415) 889-0777  
kenea@kbainslaw.com

10        Except as provided for inspection notices under paragraph 4, above, any notice issued  
11      pursuant to this judgment must be in writing and mailed to the respective party pursuant  
12      to this paragraph 13.

14. Each party shall bear its own attorney's fees and costs incurred in this matter.

14 15. The Court retains jurisdiction over this matter for the purposes of enforcing this  
15 judgment pursuant to Code of Civil Procedure section 664.6.

17 | IT IS SO ORDERED.

20 Dated: \_\_\_\_\_ By: \_\_\_\_\_  
21 JUDGE OF THE SUPERIOR COURT