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*Attorneys for the People of the State of
California, ex rel. Barbara A. Lee, Director,
California Department of Toxic Substances
Control*

**EXEMPT FROM
FILING FEES
GOVERNMENT CODE § 6103**

FILED
ALAMEDA COUNTY

MAY 10 2013

CLERK OF SUPERIOR COURT
By CURTIVAH GANTER

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA

**PEOPLE OF THE STATE OF
CALIFORNIA, ex rel. BARBARA A. LEE,
DIRECTOR, CALIFORNIA
DEPARTMENT OF TOXIC
SUBSTANCES CONTROL,**

Plaintiffs,

v.

**MANTREX INC. dba WIT SALES AND
REFINING,**

Defendant.

Case No. **RG18904291**

**STIPULATION FOR ENTRY OF FINAL
JUDGMENT AND PERMANENT
INJUNCTION ON CONSENT**

(Code of Civil Procedure §664.6)

Plaintiffs, the People of the State of California, ex rel. Barbara A. Lee, Director,
California Department of Toxic Substances Control ("DTSC"), and Defendant Mantrex Inc.
dba WIT Sales and Refining ("WIT") enter into this Stipulation for Entry of Order and Final
Judgment on Consent ("Stipulation") and stipulate as follows.

1 **A. THE COMPLAINT AND INTRODUCTION**

2 DTSC filed this enforcement action against WIT for Permanent Injunction, Civil Penalties,
3 and Other Equitable Relief (“Complaint”) under the California Hazardous Waste Control Law
4 (“HWCL”) (Health & Saf. Code, § 25100 *et seq.*) and its implementing regulations, California
5 Code of Regulations, title 22, division 4.5, section 66260.1, *et seq.* (“Title 22”) in connection
6 with WIT’s hazardous waste treatment and storage facility located at 538 Phelan Avenue in San
7 Jose, California where WIT reclaims precious metals from offsite generated wastes and scrap
8 circuit boards (“FACILITY”).

9 On or about May 19, 2015, DTSC inspected the FACILITY for compliance with the
10 HWCL. As a result of the inspection, DTSC found violations of the HWCL.

11 As set out more fully in the Complaint filed in this action, DTSC alleges that in operating
12 the FACILITY, WIT violated the HWCL and Title 22 by illegally treating hazardous waste,
13 failing to document inspections of FACILITY tank system and surrounding areas of the
14 FACILITY, failing to obtain a certified assessment of its tank system, exceeding the maximum
15 storage capacity, and storing non-permitted hazardous waste.

16 **B. AGREEMENT TO SETTLE DISPUTE**

17 DTSC and WIT, collectively “the Parties,” enter into this Stipulation pursuant to a
18 compromise and settlement and mutually consent to the entry by this Court of the agreed upon
19 Order and Final Judgment on Consent (“Final Judgment”), which is the form attached to this
20 Stipulation as Exhibit 1. The Parties are each represented by counsel. The Office of the
21 Attorney General of California represents plaintiffs DTSC and the Law Office of Mark
22 Malachowski represents WIT. If the Court does not approve this Stipulation and the agreed
23 upon Final Judgment in the form and substance proposed in Exhibit 1, each Party reserves the
24 right to withdraw both the Stipulation and the proposed Final Judgment, upon written notice to
25 all Parties and the Court.

26 **C. JURISDICTION AND VENUE**

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1 The Parties agree and hereby stipulate that the Superior Court of the State of California for
2 the County of Alameda ("Court") has subject matter jurisdiction over the matters alleged in the
3 Complaint, personal jurisdiction over the Parties, and that venue in this Court is proper.

4 **D. WAIVER OF HEARING AND TRIAL AND ENTRY OF JUDGMENT**

5 By signing and entering into this Stipulation, WIT waives its right to a hearing and
6 trial on the matters alleged in the Complaint and waives its right to appeal.

7 **E. APPLICABILITY**

8 Unless otherwise expressly provided herein, the provisions of this Stipulation and the
9 Final Judgment entered by this Court shall apply to and be binding on: (a) WIT and its officers,
10 directors, employees, representatives acting on behalf of WIT with respect to the subject matter
11 of the injunctive provisions, and successor(s), and, (b) DTSC and any successor agency that may
12 have responsibility for and jurisdiction over the subject matter of the Final Judgment entered in
13 this matter.

14 **F. DEFINITIONS**

15 Except where otherwise expressly defined herein, all terms in this Stipulation shall be
16 interpreted as set forth in, and consistent with, the HWCL and Title 22.

17 **G. CIVIL PENALTIES**

18 WIT shall pay DTSC a total of ninety thousand dollars (\$90,000) in civil penalties as set
19 forth herein.

20 **1. SETTLEMENT PAYMENTS**

21 Within thirty (30) calendar days of entry of the Final Judgment in this matter, WIT shall
22 pay to DTSC an initial sum of five thousand dollars (\$5,000) as the Initial Settlement Payment.
23 This payment shall be made by cashier's check or electronic fund transfer. If by check, the
24 check shall be made payable to "the Department of Toxic Substances Control," and mailed to:

25 Cashier
26 Accounting Office
27 Department of Toxic Substances Control
28 P.O. Box 806
Sacramento, CA 95812-0806

1 A copy of the check shall be sent to:

2 Ryan Miya, Senior Environmental Scientist
3 Enforcement and Emergency Response Division
4 Hazardous Waste Management Program
5 Department of Toxic Substances Control
6 700 Heinz Avenue
7 Berkeley, CA 94710-2721

8 Andrew Wiener
9 Deputy Attorney General
10 Office of the Attorney General
11 1515 Clay Street, 20th Floor
12 Oakland, CA 94612-0550

13 The check for the Initial Settlement Payment shall bear the name of this case and court number.

14 WIT shall also make thirty-two (32) payments, one each month on the first day of each
15 month for the following 32 months, in the amount of two thousand six hundred fifty-six dollars
16 and twenty-five cents (\$2656.25). The Monthly Payments shall be paid in the same manner—
17 either by cashier’s check or by electronic funds transfer—as the Initial Settlement Payment
18 described in the preceding paragraph. The first Monthly Payment shall be due on the first day of
19 the month after DTSC receives WIT’s Initial Settlement Payment. The Initial Settlement
20 Payment and each Monthly Payment shall be accompanied by the Payment Voucher that is
21 attached to this Stipulation as Exhibit 2. Thereafter, WIT shall make Monthly Payments on the
22 first day of the month for the next thirty-one (31) months until such time as it has made
23 payments totaling \$90,000.

24 **2. LATE PAYMENTS, POST JUDGMENT INTEREST and**
25 **ENFORCEMENT of JUDGMENT COSTS**

26 WIT shall pay a late payment of two hundred and fifty dollars (\$250) per day for each day
27 any payment is late. In addition, WIT shall pay DTSC post-judgment interest as provided in
28 Code of Civil Procedure section 685.010 (10%) from the date of default. Further, WIT is
obligated to pay costs incurred by DTSC in enforcing the money judgment against WIT, in this
matter, including, but not limited to reasonable attorneys’ fees.

H. INJUNCTIVE RELIEF

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1. GENERAL INJUNCTIVE PROVISIONS

WIT, shall be, and is permanently enjoined as follows:

Pursuant to the provisions of the Health and Safety Code sections 25181 and 25184, WIT shall comply with the HWCL, Title 22, and its Permit at, and in connection with, the operations of the FACILITY. Failure to comply with the specific injunctive provisions that follow may subject WIT to the enforcement provisions set forth below.

2. SPECIFIC INJUNCTIVE PROVISIONS

2.1 WIT shall not treat hazardous waste except as provided pursuant to Health and Safety Code sections 25201, subdivision (a).

2.2 WIT shall conduct inspections of the FACILITY each operating day of the 's Tank System and areas immediately surrounding the externally accessible portion of the Tank System, including the secondary containment system as required by California Code of Regulations, title 22, section 66264.195, subdivision (d). WIT shall document the inspections in the FACILITY's operating record and shall make such documentation available upon request by DTSC.

2.3 Every five years, WIT shall have its tank system reviewed and certified by an independent, qualified, registered professional engineer attesting that the tank system has sufficient structural integrity and is acceptable for transferring, storing, and treating hazardous waste as required by California Code of Regulations, title 22, Section 66264.192, subd. (i)(1). WIT's current certified tank system, which is dated March 16, 2017, is valid through March 13, 2022. WIT shall make the certified tank assessment available to DTSC upon request.

2.4 WIT shall not exceed the maximum storage capacity and/or store non-permitted hazardous waste as established by its Permit and as required by Health and Safety Code section 25201, subdivision (a) and California Code of Regulations, title 22, section 66270.30(a).

I. ENFORCEMENT OF CONSENT JUDGMENT

1. DTSC has the right to enforce this Stipulation and the Final Judgment as provided herein and pursuant to applicable law.

2. WIT reserve all rights to oppose any motion brought by DTSC to enforce any provision of the Final Judgment.

1 3. Nothing in the forgoing is intended to, nor shall be construed to, restrict DTSC's
2 authority to pursue a new action under the HWCL against WIT and to seek injunctive relief and
3 penalties, except as provided below in section I, "Matters Covered and Reserved Claims."

4 **J. EFFECT OF CONSENT JUDGMENT**

5 Other than "Covered Matters" as defined in Paragraph K.1 below, nothing herein is intended,
6 nor shall it be construed, to preclude DTSC, or any state, county, or local agency, department,
7 board, or entity from exercising its authority under any law, statute, or regulation.

8 **K. MATTERS COVERED AND RESERVED CLAIMS**

9 1. This Stipulation and the Final Judgment entered in this matter is a final and
10 binding resolution and settlement of the violations specifically alleged by DTSC in the causes of
11 action against WIT in the Complaint. The matters described in the previous sentence are
12 "Covered Matters."

13 2. DTSC reserves its authority to pursue any claim, violation, or cause of action that
14 is not a Covered Matter ("Reserved Claims").

15 Any violations that are not specifically alleged by DTSC in the causes of action against
16 WIT in the Complaint are Reserved Claims and are not resolved, settled, or covered by the
17 Stipulation and Final Judgment, including, but not limited to, violations, if any, that occurred
18 after May 19, 2015.

19 DTSC reserves its authority under the Hazardous Waste Control Law to: (a) enforce the
20 Final Judgment, (b) use the violations in the complaint and WIT's admissions to those violations
21 to seek enhanced penalties in any subsequent administrative or civil action to show a pattern or
22 course of conduct or a history of non-compliance; (c) use the violations alleged in the complaint
23 and WIT's admissions to those violations in DTSC's permit decision process.

24 3. Notwithstanding any other provision of the Final Judgment, Reserved Claims also
25 include, and are not limited to, any claims or causes of action for: cost recovery or performance
26 of response action, concerning or arising out of past or future releases, spills, leaks, discharges,
27 or disposal of hazardous materials, hazardous wastes, and/or hazardous substances.

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1 4. In any subsequent action that may be brought in the name of DTSC based on any
2 Reserved Claims, WIT agrees that it will not assert that the failure to pursue the Reserved
3 Claims as part of this action constitutes claim-splitting or laches or is otherwise inequitable
4 because of this asserted failure. This Paragraph does not bar WIT from asserting any statute of
5 limitations that may be applicable to any Reserved Claims or any other defense.

6 5. WIT covenants not to pursue any civil or administrative claims against DTSC or
7 against any governmental unit of the State of California, any counties or municipalities in the
8 State of California, or against their officers, employees, representatives, agents, or attorneys for
9 actions taken against WIT arising out of or related to Covered Matters.

10 **L. NOTICE**

11 1. All submissions and notices required by this Stipulation shall be sent to:

12 a. For Plaintiffs:

13 Maria Soria, Branch Chief
14 Enforcement and State Oversight
15 Hazardous Waste Management Program
16 Department of Toxic Substances Control
17 700 Heinz Avenue, Suite 200
18 Berkeley, CA 94710-2721
19 Maria.Soria@dtsc.ca.gov

20 With a copy to:

21 Brooke O’Hanley Selzer, Staff Counsel
22 Office of Legal Counsel
23 Department of Toxic Substances Control
24 700 Heinz Avenue, Suite 200
25 Berkeley, CA 94710-2721
26 Brooke.Selzer@dtsc.gov

27 and

28 Andrew Wiener
 Deputy Attorney General
 Office of the Attorney General
 1515 Clay Street, 20th Floor
 Oakland, CA 94612-0550
 Andrew.Wiener@doj.ca.gov

 b. For WIT:

 Mantrex, Inc. d/b/a WIT Sales and Refining

1 Fred Rex, Owner and President
538 Phelan Avenue
San Jose, CA 95112
2 fredrex@witrefining.com

3 With a copy to:

4 Mark Malachowski
Law Office of Malachowski & Associates
5 870 Market Street, Suite 1048
San Francisco, CA 94102
6 mark@marklawsf.com

7 Any party may change its notice and name and address by informing the other
8 parties in writing by certified mail. The change shall be effective upon receipt of the certified
9 mail.

10 2. Except as expressly stated herein, all notices and communications required or
11 permitted under the Final Judgment that are properly addressed as provided in this section are
12 effective upon delivery if delivered personally or by overnight delivery, or are effective five (5)
13 days following deposit in the United States mail, postage prepaid, if delivered by mail, or are
14 effective the next court day that electronic mail is sent before 5 p.m. (PST) to the electronic mail
15 addresses of the designated recipient for notice concurrent with sending the notice by United
16 States mail.

17 **M. NECESSITY FOR WRITTEN APPROVALS**

18 All notices, approvals, and decisions of DTSC under the terms of this Stipulation or the
19 Final Judgment shall be communicated to WIT in writing. No oral advice, guidance, suggestions,
20 or comments by employees or officials of DTSC regarding submissions or notices shall be
21 construed to relieve WIT of its obligations to obtain any final written approval required by this
22 Stipulation or the Final Judgment.

23 **N. NO LIABILITY OF DTSC**

24 DTSC shall not be liable for any injury or damage to persons or property resulting from
25 acts or omissions by WIT or its respective officers, directors, employees, agents, representatives,
26 contractors, successors, or assigns, in carrying out activities pursuant to the Final Judgment, nor
27 shall DTSC be held as a party to or guarantor of any contract entered into by WIT or its
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1 respective officers, directors, employees, agents, representatives, contractors, successors, or
2 assigns, in carrying out the requirements of this Stipulation or the Final Judgment.

3 **O. ADMISSION OF LIABILITY BY WIT**

4 WIT admits the violations of law as set forth in each of the causes of action alleged in the
5 Complaint. WIT also agrees that it will not assert equitable defenses including but not limited to
6 laches, in connection with DTSC's use of violations alleged in the complaint in future
7 enforcement actions or permitting proceeding(s) and/or permit decision(s).

8 **P. NO WAIVER OF RIGHT TO ENFORCE**

9 The failure of DTSC to enforce any provision of this Stipulation or the Final Judgment
10 shall neither be deemed a waiver of such provision, nor in any way affect the validity of this
11 Stipulation or the Final Judgment. The failure of DTSC to enforce any such provision shall not
12 preclude it from later enforcing the same or other provision of this Stipulation or the Final
13 Judgment. No oral advice, guidance, suggestions, or comments by employees or officials of
14 DTSC regarding matters covered in this Stipulation or the Final Judgment shall be construed to
15 relieve WIT of its obligations under this Stipulation or the Final Judgment.

16 **Q. FUTURE REGULATORY CHANGES**

17 Nothing in this Stipulation or the Final Judgment shall excuse WIT from meeting any
18 more stringent requirements that may be imposed by changes in applicable law.

19 **R. APPLICATION OF CONSENT JUDGMENT**

20 This Stipulation and the Final Judgment shall apply to and be binding upon DTSC and
21 upon WIT, and upon its officers, managers, employees, agents, contractors, successors, and
22 assigns in their official capacity.

23 **S. AUTHORITY TO ENTER INTO STIPULATION**

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

27 **T. CONTINUING JURISDICTION**

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1 The Parties agree that this Court has continuing jurisdiction to interpret and enforce this
2 Stipulation and the Final Judgment. The Court shall retain continuing jurisdiction to enforce the
3 terms of this Stipulation and the Final Judgment and to address any other matters arising out of or
4 regarding this Stipulation and the Final Judgment.

5 **U. ABILITY TO INSPECT AND COPY RECORDS AND DOCUMENTS**

6 WIT shall permit any duly authorized representative of DTSC, as authorized by law, to
7 exercise their respective regulatory authority to inspect and copy WIT's records and documents
8 to, inter alia, determine whether WIT is in compliance with the terms of this Stipulation and the
9 Final Judgment.

10 **V. INTERPRETATION OF STIPULATION AND FINAL JUDGMENT**

11 This Stipulation and Final Judgment shall be deemed to have been drafted equally by the
12 Parties hereto. DTSC and WIT agree that the rule of construction holding that ambiguity is
13 construed against the drafting party shall not apply to the interpretation of this Stipulation and the
14 Final Judgment.

15 **W. JUDGMENT PURSUANT TO STIPULATION**

16 The Parties further stipulate that upon approval of this Stipulation by the Court, the Court
17 may enter Final Judgment in this matter in the form set forth in the attached Exhibit 1. If the
18 Court does not approve this Stipulation and the agreed upon Final Judgment in the form and
19 substance proposed in Exhibit 1 hereto, each Party reserves the right to withdraw both the
20 Stipulation and the proposed Final Judgment, upon written notice to all Parties and the Court.

21 **X. COUNTERPART SIGNATURES**

22 This Stipulation may be executed in counterpart signatures.

23 **Y. INTEGRATION**

24 This Stipulation and the Final Judgment constitutes the entire agreement between DTSC
25 and WIT with respect to the matters specifically alleged in the Complaint and may not be
26 amended or supplemented except as provided for in this Stipulation or the Final Judgment.

27 **Z. MODIFICATION OF FINAL JUDGMENT**

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1 This Stipulation and the Final Judgment may be modified by express written agreement of
2 the Parties, with the approval of the Court, or by an order of the Court in accordance with law.

3 **AA. COSTS AND ATTORNEYS' FEES**

4 Except as otherwise provided in this Stipulation and the Final Judgment, each Party
5 to this Stipulation and the Final Judgment shall bear its own costs and attorneys' fees.

6 **IT IS SO STIPULATED**

7 **Plaintiffs, PEOPLE OF THE STATE OF CALIFORNIA,**
8 **ex rel. Barbara A. Lee, Director,**
9 **California Department of Toxic Substances Control**

10 DATED: 4/17/18

Original signed by Keith Kihara

11 By: _____
12 Keith Kihara, Chief
13 Enforcement and Emergency Response Division
14 Hazardous Waste Management Program
15 Plaintiff People of the State of California, ex rel.
16 Barbara A. Lee, Director, California Department of
17 Toxic Substances Control

WIT SALES and REFINING

17 DATED: 3/27/18

Original signed by Fred Rex

18 By: _____
19 Fred Rex
20 WIT SALES and REFINING
21 Title: Owner

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EXHIBIT 1

[PROPOSED] FINAL JUDGMENT AND PERMANENT INJUNCTION ON CONSENT
PURSUANT TO STIPULATION

1 XAVIER BECERRA
Attorney General of the State of California
2 SUSAN FIERING
Supervising Deputy Attorney General
3 ANDREW WIENER, State Bar No. 282414
Deputy Attorneys General
4 1515 Clay Street, 20th Floor
P.O. Box 70550
5 Oakland, CA 94612-0550
Telephone: (510) 879-1975
6 Fax: (510) 622-2270
Email: Andrew.Wiener@doj.ca.gov

7 *Attorneys for the People of the State of California,*
8 *ex rel. Barbara A. Lee, Director, California*
9 *Department of Toxic Substances Control*

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 FOR THE COUNTY OF ALAMEDA

12
13 **PEOPLE OF THE STATE OF**
CALIFORNIA, ex rel. BARBARA A. LEE,
14 **DIRECTOR, CALIFORNIA**
DEPARTMENT OF TOXIC
15 **SUBSTANCES CONTROL,**
16 **v.**
17 **MANTREX INC. dba WIT SALES AND**
REFINING,
18 **Defendant.**

Plaintiffs,

Defendant.

Case No.

**[PROPOSED] FINAL
JUDGMENT AND PERMANENT
INJUNCTION ON CONSENT
PURSUANT TO STIPULATION**

(Code of Civil Procedure § 664.6)

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21 Having reviewed the Stipulation for Entry of Order and Final Judgment on Consent
22 (the "Stipulation") executed by Plaintiffs the People of the State of California, ex rel. Barbara
23 A. Lee, Director, California Department of Toxic Substances Control and Defendant Mantrex
24 Inc. dba WIT Sales and Refining, and good cause appearing herein, the Court finds that the
25 settlement between the Plaintiff and the Defendant as set forth in the Stipulation is fair and in
26 the public interest and approves the Stipulation.

27 Accordingly, the Court enters this Final Judgment on Consent on the terms set forth in
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FOR SETTLEMENT PURPOSES ONLY

1 the Stipulation.

2 **IT IS SO ORDERED AND ADJUDGED.**

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5 DATED: _____

HON. JUDGE OF THE SUPERIOR COURT

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EXHIBIT 2

PAYMENT VOUCHER

STATE OF CALIFORNIA
ENVIRONMENTAL PROTECTION AGENCY
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

PAYMENT VOUCHER

Docket No.: HWCA20167296
Respondent: MANTREX INC. dba WIT SALES AND REFINING
ID No.: CAD980888598
County: Santa Clara County
Total Due: \$90,000.00
Administrative Costs \$0
Penalty/Fine \$90,000.00

<u>Payment Number</u>	<u>Date Due</u>	<u>Payment Amount</u>
Initial Payment	Within thirty (30) calendar days of entry of the Final Judgment	\$5,000.00
Monthly Payment # 1	First day of the second month following entry of the Final Judgment	\$2656.25
Monthly Payment # 2	First day of the third month following entry of the Final Judgment	\$2656.25
Monthly Payment # 3	First day of the fourth month following entry of the Final Judgment	\$2656.25
Monthly Payment # 4	First day of the fifth month following entry of the Final Judgment	\$2656.25
Monthly Payment # 5	First day of the sixth month following entry of the Final Judgment	\$2656.25
Monthly Payment # 6	First day of the seventh month following entry of the Final Judgment	\$2656.25
Monthly Payment # 7	First day of the eighth month following entry of the Final Judgment	\$2656.25
Monthly Payment # 8	First day of the ninth month following entry of the Final Judgment	\$2656.25
Monthly Payment # 9	First day of the tenth month following entry of the Final Judgment	\$2656.25
Monthly Payment # 10	First day of the eleventh month following entry of the Final Judgment	\$2656.25
Monthly Payment # 11	First day of the twelfth month following entry of the Final Judgment	\$2656.25

<u>Payment Number</u>	<u>Date Due</u>	<u>Payment Amount</u>
Monthly Payment # 12	First day of the thirteenth month following entry of the Final Judgment	\$2656.25
Monthly Payment # 13	First day of the fourteenth month following entry of the Final Judgment	\$2656.25
Monthly Payment # 14	First day of the fifteenth month following entry of the Final Judgment	\$2656.25
Monthly Payment # 15	First day of the sixteenth month following entry of the Final Judgment	\$2656.25
Monthly Payment # 16	First day of the seventeenth month following entry of the Final Judgment	\$2656.25
Monthly Payment # 17	First day of the eighteenth month following entry of the Final Judgment	\$2656.25
Monthly Payment # 18	First day of the nineteenth month following entry of the Final Judgment	\$2656.25
Monthly Payment # 19	First day of the twentieth month following entry of the Final Judgment	\$2656.25
Monthly Payment # 20	First day of the twenty-first month following entry of the Final Judgment	\$2656.25
Monthly Payment # 21	First day of the twenty-second month following entry of the Final Judgment	\$2656.25
Monthly Payment # 22	First day of the twenty-third month following entry of the Final Judgment	\$2656.25
Monthly Payment # 23	First day of the twenty-fourth month following entry of the Final Judgment	\$2656.25
Monthly Payment # 24	First day of the twenty-fifth month following entry of the Final Judgment	\$2656.25
Monthly Payment # 25	First day of the twenty-sixth month following entry of the Final Judgment	\$2656.25

<u>Payment Number</u>	<u>Date Due</u>	<u>Payment Amount</u>
Monthly Payment # 26	First day of the twenty-seventh month following entry of the Final Judgment	\$2656.25
Monthly Payment # 27	First day of the twenty-eighth month following entry of the Final Judgment	\$2656.25
Monthly Payment # 28	First day of the twenty-ninth month following entry of the Final Judgment	\$2656.25
Monthly Payment # 29	First day of the thirtieth month following entry of the Final Judgment	\$2656.25
Monthly Payment # 30	First day of the thirty-first month following entry of the Final Judgment	\$2656.25
Monthly Payment # 31	First day of the thirty-second month following entry of the Final Judgment	\$2656.25
Monthly Payment # 32	First day of the thirty-third month following entry of the Final Judgment	\$2656.25