

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF NEW YORK

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STATE OF NEW YORK,

Plaintiff,

-against-

Civ. No. 14-CV-00910

GRAND RIVER ENTERPRISES SIX  
NATIONS, LTD. and NATIVE WHOLESALE  
SUPPLY COMPANY INC.,

**JOINT STIPULATION FOR ENTRY  
OF PROPOSED STIPULATED  
FINAL JUDGMENT AND ORDER**

Defendants.

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Plaintiff the State of New York, by Letitia James, the Attorney General of the State of New York (“Plaintiff” or “OAG”), and Defendants Grand River Enterprises Six Nations, Ltd. (“GRE”) and Native Wholesale Supply Company Inc. (“NWS”), request that the Court enter the attached, proposed Stipulated Final Judgment and Order (the “Stipulated Order”).<sup>1</sup>

By their signature, the parties consent to entry of the Stipulated Order and Defendants represent and warrant under penalty of perjury that:

1. The signatories to this stipulation are authorized by the owners, shareholders, directors, officers and managers, as applicable, to enter into this stipulation on behalf of GRE and NWS, respectively, and hereby approve and consent to entry of the Stipulated Order.
2. Defendants have not made any material misrepresentations to Plaintiff in negotiating this stipulation and the Stipulated Order.

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<sup>1</sup> Undefined capitalized terms used herein have the meaning given in the Stipulated Order.

3. Defendants stipulate and agree that the Stipulated Order is a final order for purposes of the Plan, and that Defendants waive any right to appeal, challenge or collaterally attack in any way the Stipulated Order.
4. Defendants stipulate and agree that Plaintiff has an Allowed Administrative Expense claim under the Plan.
5. It is the intention of the parties that the Money Judgment provided for in the Stipulated Order will be paid out of the Creditor Escrow Account pursuant to the Creditor Escrow Agreement and the Plan.
6. NWS stipulates and agrees to oppose any objection filed in the Bankruptcy Court with respect to the Stipulated Order.
7. The approximate current balance of the Creditor Escrow Account as of the date of this Stipulation is \$56,447,226.22.
8. Acceptance of this stipulation and the Stipulated Order by the OAG shall not be deemed approval by the OAG of any of Defendants' past, present, or future business practices. Further, neither Defendants nor anyone acting on their behalf shall state or imply, or cause to be stated or implied, that the OAG or any other governmental unit of the State of New York has approved, sanctioned or authorized any past, present, or future practice, act, advertisement, or conduct of either Defendant.

**SO STIPULATED AND AGREED**

**COUNSEL FOR PLAINTIFFS:**

LETITIA JAMES  
Attorney General of the  
State of New York

By: Brant Campbell

Date: 9/9/2022

Brant Campbell  
Carol Hunt  
Leslieann Cachola  
Christopher Boyd  
Darsana Srinivasan  
Office of the New York State Attorney General  
28 Liberty Street  
New York, NY 10005  
212-416-6004  
Brant.Campbell@ag.ny.gov  
*Attorneys for Plaintiff the State of New York*

**COUNSEL FOR DEFENDANT GRAND RIVER ENTERPRISES SIX NATIONS, LTD.:**

Harter Secrest & Emery LLP

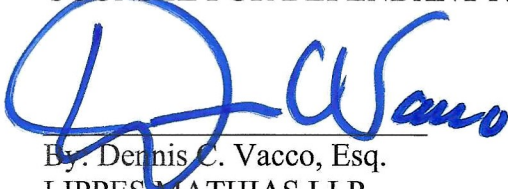


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John G. Horn  
50 Fountain Plaza, Suite 1000  
Buffalo, NY 14202  
(716) 844-3728

Date: September 2, 2022

**COUNSEL FOR DEFENDANT NATIVE WHOLESALE SUPPLY COMPANY, INC.;**



By: Dennis C. Vacco, Esq.  
LIPPES MATHIAS LLP  
50 Fountain Plaza, Suite 1700  
Buffalo, NY 14226

Date: September 2, 2022

**DEFENDANT NATIVE WHOLESALE SUPPLY COMPANY, INC.;**

*R. Ruffino, Jr.*  
NATIVE WHOLESALE SUPPLY COMPANY INC.  
By its Controller  
Ronald Ruffino, Jr.

Date: 8/31/22

STATE OF NEW YORK            )  
  )        ss.:  
COUNTY OF ERIE            )

On the 31 day of August in the year 2022 before me personally came Ronald Ruffino, Jr., to me known, who, being by me duly sworn, did depose and say that he resides in Buffalo, New York; that he is the Controller of Native Wholesale Supply Company Inc., the corporation described in and which executed the above instrument; that he signed his name thereto by order of the Board of Directors of said corporation and the said instrument is the act and deed of said corporation.

*Shawn Schuler*  
SHAWN SCHULER  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 02SC6359507  
Qualified in Erie County  
Commission Expires July 10, 2025

**DEFENDANT GRAND RIVER ENTERPRISES SIX NATIONS, LTD.:**

  
\_\_\_\_\_  
GRAND RIVER ENTERPRISES SIX NATIONS LTD.  
By its President  
Steven Williams

Date: 03 SEP 2022

CANADA )  
 ) ss.:  
PROVINCE OF ONTARIO )

On the 3<sup>rd</sup> day of ~~SEPTEMBER~~ SEPTEMBER in the year 2022 before me personally came Steven Williams to me known, who, being by me duly sworn, did depose and say that he resides in Ohsweken, Ontario; that he is the President of Grand River Enterprises Six Nations Ltd., the corporation described in and which executed the above instrument; that he signed his name thereto by order of the Board of Directors of said corporation and the said instrument is the act and deed of said corporation.



Barbara Annette Martin,  
a Commissioner, etc.,  
Province of Ontario, for  
Six Nations Police.  
Expires January 3, 2023.

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF NEW YORK

----- X

STATE OF NEW YORK,

Plaintiff,

Civ. No. 14-CV-00910

-against-

**STIPULATED FINAL  
JUDGMENT AND ORDER**

GRAND RIVER ENTERPRISES SIX  
NATIONS, LTD. and NATIVE WHOLESALE  
SUPPLY COMPANY INC.,

Defendants.

----- X

The State of New York, by Letitia James, Attorney General for the State of New York (“Plaintiff” or “OAG”), commenced this civil action on March 4, 2013 to obtain injunctive and monetary relief and civil penalties. The Third Amended Complaint (“TAC”), filed on March 16, 2020, names as defendants Grand River Enterprises Six Nations Ltd. and Native Wholesale Supply Company, Inc.

The TAC alleges that Defendants violated the Contraband Cigarette Trafficking Act, 18 U.S.C. §§ 2341-2346 (“CCTA”), the Prevent All Cigarette Trafficking Act, 15 U.S.C. §§ 375-378 (“PACT Act”), New York Public Health Law (“PHL”) § 1399-ll; and New York Tax Law (“NYTL”) §§ 471, 1814, and 480-b.

Plaintiff and Defendants agree to entry of this Stipulated Final Judgment and Order (“Order”) to settle and resolve the matters in dispute among the parties alleged in the TAC.



## FINDINGS

1. This Court has jurisdiction over the parties and the subject matter of this action.
2. Defendants agree to the terms of this Order for settlement purposes only. For purposes of this Order only and for no other purpose, Defendants admit to the facts necessary to establish the Court's jurisdiction over them and the subject matter of this action.
3. The parties waive all rights to seek judicial review or otherwise challenge, contest or collaterally attack the validity of this Order. Each party agrees to bear its own costs and expenses in connection with this action, including, without limitation, attorneys' fees.
4. Entry of this Order is in the public interest.

## DEFINITIONS

5. The following definitions apply to this Order:
  - a. "**Allowed Administrative Expense Claim**" a claim for expenses in the Bankruptcy Case, which is allowed pursuant to Section 503(b) of the Bankruptcy Code and as provided in the Plan.
  - b. "**Applicable Laws**" means the CCTA, PACT Act, PHL § 1399-ll, and NYTL Article 20 and § 1814.
  - c. "**Bankruptcy Case**" means *In re Native Wholesale Supply Company*, 11-14009 (W.D.N.Y.)
  - d. "**Bankruptcy Court**" means the United States Bankruptcy Court for the Western District of New York
  - e. "**Bill of Lading**" means a proper bill of lading or freight bill, which states the quantity, source, and destination of Cigarettes being transported.

- f. **“Cigarette”** means any roll for smoking made wholly or in part of tobacco or of any other substance, irrespective of size or shape and whether or not such tobacco or substance is flavored, adulterated or mixed with any other ingredient, the wrapper or cover of which is made of paper or any other substance or material but is not made in whole or in part of tobacco.
- g. **“Common Carrier”** means a carrier holding a certificate of convenience and necessity, a permit for contract carrier by motor vehicle, or other valid operating authority under subtitle IV of title 49, or under similar operating authority from a regulatory agency of the United States or of any state.
- h. **“Creditor Escrow Account”** means the account at Christiana Trust established pursuant to the Creditor Escrow Agreement and Section 6.4 of the Plan.
- i. **“Creditor Escrow Agreement”** means that certain Creditor Escrow Agreement dated as of July 2014, by and among the People of the State of California, the State of New Mexico, the State of New York, the State of Oklahoma, the United States Department of Agriculture, Native Wholesale Supply Company and the United States, and Christiana Trust, a division of Wilmington Savings Fund Society, FSB as escrow agent.
- j. **“Customs Bonded Warehouse”** means the bonded portion of a bonded warehouse designated by the Secretary of the Treasury as provided in 19 U.S.C. § 1555.
- k. **“Defendants”** means GRE and NWS, including their Successors and Assigns, individually, collectively, or in any combination. The term

“Defendants” does not include any Sovereign Nation, and by entry into this Order Defendants do not, nor purport to, bind or act or speak on behalf of any Sovereign Nation, nor affect or impair any rights or sovereign rights of any Sovereign Nation.

- l. “**Effective Date**” means the date on which the Order is entered by this Court on the docket.
- m. “**Escrow Agent**” means Christiana Trust, a division of Wilmington Savings Fund Society, FSB, as escrow agent pursuant to the Creditor Escrow Agreement.
- n. “**Foreign-Trade Zone**” means a foreign-trade zone established pursuant to 19 U.S.C. §81-b – 81u.
- o. “**GRE**” means Grand River Enterprises Six Nations, Ltd.
- p. “**GRE Cigarettes**” means Cigarettes manufactured by GRE.
- q. “**Licensed Agent**” means a person licensed by the New York State Commissioner of Taxation and Finance to purchase and affix adhesive or meter stamps on packages of Cigarettes under NYTL Article 20, as the NYTL may be amended from time to time.
- r. “**Money Judgment**” means the money judgment of FIFTY MILLION DOLLARS (\$50,000,000.00) awarded to Plaintiff against NWS pursuant to this Order.
- s. “**New York State**” means the entire State of New York including all Indian country (as defined under 18 U.S.C. § 1151) located within the geographic boundaries of the State of New York.

- t. “**NWS**” means Native Wholesale Supply Company, Inc., including its capacity as debtor in the Bankruptcy Case.
- u. “**Person**” means an individual, partnership, company, corporation, association (incorporated or unincorporated), trust, estate, cooperative organization, or other entity.
- v. “**Plan**” means the Amended Joint Consensual Plan of Reorganization of Native Wholesale Supply Company and the States, ECF No. 694, 11-14009 (W.D.N.Y.), which was confirmed by the Bankruptcy Court on July 29, 2014.
- w. “**Proof of Claim**” means the proof of claim dated April 5, 2013, filed by the State of New York in the Bankruptcy Case seeking taxes or penalties owed to a governmental unit pursuant to 11 U.S.C. § 507(a)(8) in an amount to be determined, for unlawful sales of Cigarettes by NWS into New York that occurred postpetition.
- x. “**Sovereign Nation**” means any state- or federally-recognized Indian Tribe or Nation.
- y. “**Stipulation**” means the Joint Stipulation for Entry of Proposed Stipulated Final Judgment and Order dated August 31, 2022.
- z. “**Successor and Assigns**” means any Person who after the Stipulation is signed by Defendants acquires all or substantially all the assets of a Defendant whether such transfer of assets is by operation of law or otherwise.

aa. “**Transporting**” means to transport, ship, import, export, carry, or otherwise move goods, whether directly or through an intermediary or agent.

bb. “**Unstamped Cigarettes**” means a package of Cigarettes, which (1) bears no tax stamp, (2) bears a tax stamp of a state or taxing jurisdiction other than New York, or (3) bears a counterfeit tax stamp.

**ORDER**

**CONDUCT RELIEF**

**I**

**General Injunction**

**IT IS ORDERED that:**

6. Defendants, are permanently restrained and enjoined from violating the Applicable Laws, including the CCTA, PACT Act, PHL § 1399-ll, and NYTL §§ 471, 1814, and 480-b.

**II**

**Specific Injunctions**

**IT IS FURTHER ORDERED that:**

7. Defendants are permanently restrained and enjoined from selling Unstamped Cigarettes into or located within New York State, except that Defendants may receive, transfer or sell Unstamped Cigarettes intended for ultimate delivery and distribution outside New York State in accordance with the transactions described in paragraph 8 of this Order. For the

avoidance of doubt, GRE maintains it has never sold nor is currently selling any Unstamped Cigarettes into or within New York State.

8. Defendants are permanently restrained and enjoined from possessing or Transporting Unstamped Cigarettes located within New York State, unless such Unstamped Cigarettes are:

- a. In the possession of or sold to a Licensed Agent;
- b. Sold to the United States Armed Forces pursuant to 20 NYCRR 74.1;
- c. Located in a Customs Bonded Warehouse or Foreign-Trade Zone;
- d. Being transported by a Common Carrier pursuant to a Bill of Lading to a Customs Bonded Warehouse or Foreign-Trade Zone located in New York State;
- e. Being transported by a Common Carrier pursuant to a Bill of Lading from a Customs Bonded Warehouse or Foreign-Trade Zone located in New York State to a Customs Bonded Warehouse or Foreign-Trade Zone located outside New York State;
- f. Being transported by a Common Carrier pursuant to a Bill of Lading from a Customs Bonded Warehouse or Foreign-Trade Zone located in New York to a licensed stamping agent properly licensed in the state to which the Unstamped Cigarettes are being delivered;
- g. Being transported by a Common Carrier transiting through New York State pursuant to a Bill of Lading from a location outside New York State at which a Defendant is lawfully able to possess Unstamped Cigarettes to a location

outside New York State to a Person who is lawfully able to possess  
Unstamped Cigarettes;

- h. Being transported by a Common Carrier pursuant to a Bill of Lading from a Customs Bonded Warehouse or Foreign-Trade Zone located in New York to a federally recognized Native American tribe located outside of New York that is able to lawfully possess Cigarettes upon which state tax has not been paid.

9. Defendants are permanently restrained and enjoined from transferring Unstamped Cigarettes located within New York State, including Unstamped Cigarettes in a Customs Bonded Warehouse or Foreign-Trade Zone located within New York State, except as permitted in paragraph 8 of this Order.

### III

#### MONETARY PROVISIONS

**IT IS FURTHER ORDERED** that:

10. Plaintiff filed a Proof of Claim in the Bankruptcy Case, and in this lawsuit has asserted *inter alia* an entitlement in postpetition damages for allegedly unlawful sales of Cigarettes made by NWS after the filing of the Bankruptcy Case and prior to the confirmation of the Plan. The Plan provides that New York's disputed administrative claim will become an Allowed Administrative Expense Claim if and to the extent the State of New York prevails in this litigation and obtains a final order in this lawsuit against NWS, including by settlement, determining that an amount is owed by NWS to the State of New York for postpetition sales.

11. In compromise of Plaintiff's claims in this action and the Proof of Claim, Defendants consent to entry of a Money Judgment as a final order in this action in favor of Plaintiff against NWS for FIFTY MILLION DOLLARS (\$50,000,000.00) to be paid in

accordance with the Plan as an Allowed Administrative Expense Claim. Therefore, judgment is entered in favor of Plaintiff against NWS for FIFTY MILLION DOLLARS (\$50,000,000.00).

This Money Judgment shall constitute an Allowed Administrative Expense Claim for FIFTY MILLION DOLLARS (\$50,000,000.00) against NWS for New York's claims under the Plan and for all its claims in this action through the entry of this Order. As of the date the Escrow Agent makes the payment in the amount of no less than \$48,000,000.00 of the Allowed Administrative Expense Claim to Plaintiff, this action shall be discontinued and the parties are released from any claims made in this action except as provided in paragraph 15 of this Order.

12. The parties waive any right to challenge, appeal or collaterally attack the Money Judgment or Plaintiff's Allowed Administrative Expense Claim.

13. Defendants shall cooperate with Plaintiff and to assist in taking all steps necessary to notify the Escrow Agent and to ensure that Plaintiff receives payment of the Money Judgment pursuant to the terms of the Creditor Escrow Agreement and the Plan, specifically that 85% of the amounts then on deposit in the Creditor Escrow Account and ongoing payments of 85% of the funds thereafter deposited by NWS into the Creditor Escrow Account, as provided for in the Creditor Escrow Agreement, be paid to Plaintiff until Plaintiff has received full payment of the Money Judgment pursuant to the terms of the Plan.

14. To the extent that any approvals are required by the Bankruptcy Court to effectuate the payments contemplated herein, Defendants shall cooperate in good faith in obtaining such approvals.

15. In the event that an objection to this Order for the payment of the Money Judgment, pursuant to the timing and manner of payment provided for in the Plan and from the Creditor Escrow Agreement or if an objection to this Order, or payments contemplated herein, is



upheld by the Bankruptcy Court, or if the payments are otherwise disallowed such that Plaintiff does not timely receive payment of at least \$48,000,000.00 from the Creditor Escrow Account, Plaintiff shall have the right, in Plaintiff's sole discretion, to provide written notice to the Court and the Court shall void this Order and restore this case to the Court's active calendar.

#### **IV**

##### **Additional Monetary Provisions**

**IT IS FURTHER ORDERED** that:

16. In the event of any default on NWS' obligation to make payment under this Order, interest, computed under 28 U.S.C. § 1961, as amended, pursuant to the terms specified in the Creditor Escrow Agreement, will accrue on any outstanding amounts not paid from the date of default to the date of payment, and will immediately become due and payable.

17. Defendants relinquish all dominion, control, and title to the funds paid under this Order to the fullest extent permitted by law and no part of the funds may be returned to Defendants.

#### **COMPLIANCE PROVISIONS**

#### **V**

##### **Record keeping and Reporting Requirements**

**IT IS FURTHER ORDERED** that:

18. NWS shall file reports required by the PACT Act.

19. Defendants must create and maintain on a continuing basis contemporaneous records regarding the sale, transportation and export of all GRE Cigarettes that physically enter New York State and must make these records available to Plaintiff upon a written request by Plaintiff.

20. Defendants shall within 30 days of a written request from Plaintiff, provide Plaintiff with:

- a. A list of all persons transporting or possessing Cigarettes within New York State by or on behalf of Defendants on or after the Effective Date of this Order.
- b. A list of all persons who received GRE Cigarettes exported from, or transported through, New York State on or after the Effective Date of this Order.
- c. Bills of lading for all Cigarettes transported into, within or from New York State by or on behalf of Defendants on or after the Effective Date of this Order.

21. Except as to sales or transfers *inter se* from (i) GRE to NWS, (ii) either Defendant for international distribution (other than distribution from New York State to Canada or Mexico) or (iii) NWS to any Licensed Agent or to a licensed stamping agent properly licensed in the state to which the Unstamped Cigarettes are being delivered, Defendants shall hereafter before selling or transferring Unstamped Cigarettes to any Person that are exported from or through New York State to obtain a contemporaneous written statement, signed under penalty of perjury, attesting that such Person will not reimport such Unstamped Cigarettes into New York State and will not sell or transfer such Unstamped Cigarettes to any person known to intend to bring such Unstamped Cigarettes back into New York State. Defendants shall make such statements available to the OAG upon written request.

22. The records required to be created pursuant to paragraphs 18-21 shall be maintained by Defendants for a period of no fewer than 6 years from their date of creation.

## VII

### Notices

**IT IS FURTHER ORDERED** that:

23. Unless otherwise directed in writing by Plaintiff, Defendants must provide all submissions, requests, communications, or other documents relating to this Order in writing, with the subject line, “State of New York v. Grand River et al., 14-CV-00910” and send them by overnight courier or first-class mail to the below address and contemporaneously by email to the person then holding the title of Bureau Chief for the Healthcare Bureau:

New York State Office of the Attorney General  
Sudarsana Srinivasan  
Bureau Chief, Healthcare Bureau  
28 Liberty  
New York, New York 10005  
[Sudarsana.Srinivasan@ag.ny.gov](mailto:Sudarsana.Srinivasan@ag.ny.gov)

## VIII

### Cooperation

**IT IS FURTHER ORDERED** that:

24. Defendants must cooperate fully with Plaintiff in any reasonably initiated and conducted investigation relating to:

- a. A breach of a Defendant’s obligations under this Order; or
- b. The sale of GRE Cigarettes which are Unstamped Cigarettes within New York State; or
- c. The sale of any Unstamped Cigarettes within New York State by a Defendant.

25. Under the duty set forth in Paragraph 24, Defendants must provide truthful and complete information, evidence, and testimony to the Plaintiff. Defendants must cause such Defendant's officers, employees, representatives, or agents to appear for interviews, discovery, hearings, trials, and any other proceedings that Plaintiff may reasonably request within 30 days of the receipt of written notice of the request, or such other reasonable notice period as the parties shall agree to, at such places and times as Plaintiff may reasonably designate, without the service of compulsory process.

## IX

### Compliance Monitoring

**IT IS FURTHER ORDERED** that, to monitor Defendants' compliance with this Order:

26. Defendants must permit Plaintiff's representatives during normal business hours, at a mutually acceptable location and with a minimum of three business days' advance written notice to Defendants' counsel, to make reasonable inquiry of Defendants' personnel regarding compliance with this Order.

27. Plaintiff may use all other lawful means of gathering information.

28. Should Plaintiff receive information that a Person is in possession of GRE Cigarettes within New York State, or is in possession of Unstamped Cigarettes sold within New York by a Defendant, other than as permitted by paragraph 8 of this Order, Defendants shall, upon written notice and relevant and adequate proof of the same from Plaintiff, immediately cease selling such Cigarettes to such Person. If a Defendant disputes the validity of the information provided by Plaintiff, the Defendant may resume selling such Cigarettes to such Person on the earlier of (i) the 30th day from the date they provide to OAG relevant and adequate proof that such Person is not in possession of Unstamped Cigarettes within New York State,

other than as permitted by paragraph 8 of this Order, or is not in possession of GRE Cigarettes, which are Unstamped Cigarettes sold within New York by a Defendant, as applicable; or (ii) the date the Court finds in favor of the Defendant pursuant to a motion filed by OAG as set forth in the following sentence. In the event OAG deems in good faith that the proof provided by the Defendant is insufficient, OAG may move the Court to prohibit the Defendant from selling such Unstamped Cigarettes to such Person by showing, by a preponderance of the evidence, that such activity is occurring in violation of paragraph 8 of this Order.

29. Nothing in this Order will limit Plaintiff's lawful use of compulsory process or its subpoena power.

**X**

**Sale of Assets**

**IT IS FURTHER ORDERED** that:

30. In the event of the sale of all or substantially all of the assets of any Defendant to a Successor or Assign such Defendant must, as a condition of sale, obtain the written agreement of such Successor or Assign that it will comply with all applicable provisions of this Order. A Defendant seeking to sell all or substantially all of its assets may request that Plaintiff waive the requirements of this paragraph as to a purchaser. If Plaintiff agrees in writing to waive the requirements of this paragraph as to a purchaser, such purchaser shall not be deemed a Successor or Assign for purposes of this Order.

**XI**

**Miscellaneous**

**IT IS FURTHER ORDERED** that:

31. If any clause, provision, or section of this Order shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other clause, provision, or section of this Order and this Order shall be construed and enforced as if such invalid, illegal, or unenforceable clause, provision, or section had not been contained herein.

32. Nothing contained herein shall be construed as to deprive any Person, not a party to this case, of any private right under the law.

33. This Order is intended for the use only by Plaintiff and Defendants and is not intended for the use and cannot be relied on by any third party in any other proceeding or for any other purpose.

34. Nothing contained herein shall be construed to affect or impair the sovereign rights of any Sovereign Nation or its members. Defendants are not a Sovereign Nation and Defendants waive any sovereign immunity defenses in connection with enforcement of this Order or the Money Judgement.

35. Plaintiff may serve Defendants, directly or through their attorneys, via electronic mail any written notices required or permitted to be served pursuant to this Order.

**XII**

**Entry of Judgment**

**IT IS FURTHER ORDERED that:**

36. There is no just reason for delay of entry of this judgment, and under Federal Rule of Civil Procedure 54(b), the Clerk immediately shall enter this Order as a final order and judgment.

**XIII**

**Retention of Jurisdiction**

**IT IS FURTHER ORDERED that:**

37. All pending motions are hereby denied as moot.

38. The Court will retain jurisdiction of this matter for the sole purpose of enforcing this Order.

**IT IS SO ORDERED.**

DATED this \_\_\_ day of \_\_\_\_\_, 2022.

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Hon. Richard J. Arcara