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ROSA JUNQUEIRO, Clerk

KATHY VALONE

By

Deputy Clerk

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IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN JOAQUIN

PEOPLE OF THE STATE OF CALIFORNIA,

Plaintiff,

v.

PACIFIC BELL TELEPHONE COMPANY
dba AT&T CALIFORNIA, a California
Corporation,

Defendant,

No. CV028367

CONSENT AGREEMENT AND
STIPULATION FOR ENTRY OF
FINAL JUDGMENT; ORDER
(PROPOSED)

WHEREAS, the PEOPLE OF THE STATE OF CALIFORNIA (hereinafter "Plaintiff") investigated PACIFIC BELL TELEPHONE COMPANY dba AT&T CALIFORNIA's (fka SBC CALIFORNIA) ("Settling Defendant") compliance with Chapters 6.5, 6.7 and 6.95 of Division 20 of the Health and Safety Code .

WHEREAS, the Plaintiff has engaged in settlement negotiations with the Settling Defendant prior to the initiation of litigation. In these negotiations, the Plaintiff was represented by the Attorney General of the State of California, the City Attorney of the City of San Diego, and the District Attorneys in the Counties of Alameda, Los Angeles, Monterey, San Diego, San Joaquin, and Solano. These offices were supported by the investigational efforts of numerous

1 prosecutorial offices and local agencies throughout the State of California.

2 WHEREAS, the Plaintiff and the Settling Defendant (hereinafter collectively referred to
3 as "the Parties") have agreed to settle the investigation without litigation and by lodging this
4 proposed Consent Agreement and Stipulation for Entry of Final Judgment ("Consent
5 Judgment") simultaneously with the Complaint. The Plaintiff believes that the resolution of the
6 violations alleged in the Complaint which is embodied in this Consent Judgment is fair and
7 reasonable and fulfills the Plaintiff's enforcement objectives, that no further action is warranted
8 concerning the specific violations alleged in the Complaint except as provided pursuant to the
9 Consent Judgment, and that this Consent Judgment is in the best interest of the general public.

10 IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

11 1. INTRODUCTION.

12 In this action, Plaintiff filed a civil complaint (the "Complaint") in San Joaquin County
13 Superior Court against Settling Defendant. The Parties settle this action on the terms set forth in
14 this Consent Agreement and Stipulation for Entry of Final Judgment (hereinafter "Consent
15 Judgment") and request that this Court enter a Final Judgment incorporating the terms of this
16 Consent Judgment.

17 2. COMPLAINT.

18 The Complaint in this action alleges that the Settling Defendant violated certain
19 provisions of Chapter 6.5, 6.7 and 6.95 of Division 20 of the Health and Safety Code, and
20 Section 17200 *et seq.* of the Business and Professions Code. A true and accurate copy of the
21 Complaint is attached as Exhibit "A" hereto. The facilities which are addressed by this Consent
22 Judgment are referred to in the Complaint as "Covered Facilities." The terms in this Consent
23 Judgment which are defined in Health and Safety Code section 25281 shall have the same
24 meaning as stated therein.

25 3. JURISDICTION.

26 The Plaintiff and Settling Defendant agree that the Superior Court of California, County
27 of San Joaquin, has subject matter jurisdiction over the matters alleged in this action and
28 personal jurisdiction over the Parties to this Consent Judgment.

1 4. **SETTLEMENT OF DISPUTED CLAIMS.**

2 This Consent Judgment is not an admission by Settling Defendant regarding any issue of
3 law or fact in the above-captioned matter or any violation of any law. The Parties enter into this
4 Consent Judgment pursuant to a compromise and settlement of disputed claims, as set forth in
5 the Complaint, for the purpose of furthering the public interest. Settling Defendant waives its
6 right to a hearing on any matter covered by the Complaint prior to the entry of this Consent
7 Judgment.

8 5. **PAYMENTS FOR PENALTIES, COST REIMBURSEMENT,**
9 **ENVIRONMENTAL PROTECTION ENFORCEMENT AND OTHER**
10 **PROJECTS.**

11 5.1 **Amount of Payment:** Settling Defendant shall be liable for the payment of
12 TWENTY-FIVE MILLION DOLLARS (\$25,000,000) which is allocated as follows:

13 a. **Civil Penalties and Credits:** SIXTEEN MILLION FIVE HUNDRED
14 THOUSAND DOLLARS (\$16,500,000) AND A CREDIT OF FOUR MILLION FIVE
15 HUNDRED THOUSAND DOLLARS (\$4,500,000). These penalties and credits shall
16 be allocated as follows:

17 i. **Initial Penalty of FOURTEEN MILLION DOLLARS (\$14,000,000):**
18 Settling Defendant shall pay FOURTEEN MILLION DOLLARS (\$14,000,000)
19 in four equal installments pursuant to the following schedule: The first payment
20 shall be made within twenty (20) days of the entry of the Consent Judgment; the
21 second payment shall be made no later than February 15, 2007; the third payment
22 shall be made no later than February 15, 2008; and the fourth payment shall be
23 made no later than February 15, 2009. The payments shall be made to the
24 Payment Administrator designated in Paragraph 5.3.

25 A. **Distribution to Prosecuting Agencies:** Consistent with the
26 requirements of Business and Professions Code section 17206, TEN
27 MILLION DOLLARS (\$10,000,000) of the civil penalties assessed in this
28 matter will be distributed to the agencies identified in Exhibit "B" in
accordance with the terms therein.

1 **B. Distribution to Regulatory Agencies:** Consistent with the
2 requirements of Health and Safety Code section 25299(h), **FOUR**
3 **MILLION DOLLARS (\$4,000,000)** of the civil penalties assessed in this
4 matter will be distributed to the agencies identified in Exhibit "C" in
5 accordance with the terms therein. Any funds distributed to an agency
6 identified in Exhibit "C" shall be contingent upon that agency first
7 identifying a special account and submitting to the Payment
8 Administrator and the Plaintiff's representatives, as identified in
9 Paragraph 8 of the Consent Judgment, a declaration by an authorized
10 representative of that agency stating that the funds deposited into the
11 special account pursuant to this Consent Judgment shall be expended only
12 to fund the activities of that agency in enforcing Chapter 6.7, Division 20,
13 Health and Safety Code within the agency's jurisdiction pursuant to
14 Chapter 6.11, Division 20, Health and Safety Code. The declaration shall
15 follow the format outlined in Exhibit "D." Each agency receiving civil
16 penalties pursuant to this paragraph shall be served with a copy of the
17 Consent Judgment after it is entered by the Court. In the event an agency
18 identified in Exhibit "C" does not submit the declaration required by this
19 paragraph within three hundred sixty-five (365) days of the service of the
20 Consent Judgment on that agency, that agency's share of the civil
21 penalties shall be distributed by the Payment Administrator to the State
22 Water Pollution Cleanup and Abatement Account in the State Water
23 Quality Control Fund.

24 **ii. Suspended Penalty of TWO MILLION FIVE HUNDRED**
25 **THOUSAND DOLLARS (\$2,500,000):** A portion of the civil penalty assessed
26 in this matter in the total amount of **TWO MILLION FIVE HUNDRED**
27 **THOUSAND DOLLARS (\$2,500,000)** shall be suspended provided that Settling
28 Defendant does not engage in any of the following acts at a Covered Facility

1 ("Suspended Penalty Conduct") during the period of time between the three
2 hundred sixty-fifth (365th) day and the one thousand seven hundred forty-fifth
3 (1745th) day, inclusive, following entry of the Consent Judgment:

4 A. For any secondary containment testing of an underground storage
5 tank system which it performs pursuant to Cal. Code of Regs., Title 23,
6 section 2631 or Health and Safety Code section 25284.1, Settling
7 Defendant fails to submit the failing test results to the appropriate local
8 agency authorized, pursuant to Health and Safety Code section 25283, to
9 implement the requirements of Division 20, Chapter 6.7 of the Health and
10 Safety Code ("Local Agency") within 30 days of the completion of the
11 secondary containment test;

12 B. For any underground storage tank system which fails a secondary
13 containment test, i) Settling Defendant fails to repair such underground
14 tank system within the time period required by the underground tank
15 system permit or applicable Local Agency ordinance, but no later than
16 120 days after test failure; or ii) if the repair of the system failing the
17 secondary containment test requires an additional permit or other
18 regulatory authorization in advance of undertaking the repairs, Settling
19 Defendant fails to complete the repairs within 60 days after receipt of
20 such permits or other required authorizations; or iii) after filing an
21 application with the Local Agency to temporarily or permanently close
22 the underground tank system, Settling Defendant fails to implement the
23 closure in accordance with the requirements of the Local Agency.

24 C. Settling Defendant ceases operation of an underground storage
25 tank system in violation of Health and Safety Code section 25298, and
26 Cal. Code of Regs., Title 23, sections 2670(b) and 2671, as applicable.

27 The Settling Defendant shall be liable for payment of the \$2,500,000
28 suspended penalty if Settling Defendant engages in the Suspended Penalty

1 Conduct. The suspended penalty is based on the Settling Defendant's
2 representation that certain measures which it intends to implement with regard to
3 its environmental management program will prevent the occurrence of conditions
4 which were alleged in the Complaint. The Parties have agreed that the suspended
5 penalty will not apply to conduct which may otherwise constitute Suspended
6 Penalty Conduct which occurs within the first three hundred sixty-five (365) days
7 following the entry of the Consent Judgment in order to give Settling Defendant
8 a reasonable time in which to implement the environmental management
9 measures. Plaintiff is willing to suspend the assessment of a portion of the civil
10 penalties imposed by this action in order to give Settling Defendant the
11 opportunity to demonstrate improvements to its environmental management
12 program undertaken pursuant to this Consent Judgment.

13 The assessment of the suspended penalty shall be brought by noticed
14 motion by the Plaintiff. Settling Defendant retains all of its rights to contest the
15 Plaintiff's claims that Settling Defendant has engaged in Suspended Penalty
16 Conduct (including the right to assert that the alleged noncompliance was due to
17 a *Force Majeure* event). Upon a finding by the Court that Settling Defendant has
18 engaged in Suspended Penalty Conduct on a single occasion, the suspended
19 penalty of \$2,500,000 shall be assessed in its entirety and the Court shall have no
20 discretion to reduce or otherwise modify the amount of the penalty. Payment of
21 the entire suspended penalty shall be due within thirty (30) days of the entry of an
22 order finding that Settling Defendant engaged in Suspended Penalty Conduct
23 unless Settling Defendant files a timely appeal of such an order. In that event,
24 payment of the suspended penalty shall be due within 30 days of the affirmation
25 on appeal of the order. Plaintiff shall designate the payee or payees of the
26 suspended penalty in its moving papers. Once the suspended penalty has been
27 assessed, it can not be assessed again.

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1 iii. **Credit of FOUR MILLION FIVE HUNDRED THOUSAND**
2 **DOLLARS (\$4,500,000):**

3 As part of Settling Defendant's efforts to enhance its compliance with
4 environmental laws applicable to its operation of facilities in the State of
5 California, Settling Defendant has proposed to implement the California
6 Compliance Management System ("CCMS"). The CCMS is an environmental
7 management system covering environmental compliance requirements at Settling
8 Defendant's Covered Facilities and any other facility Settling Defendant operates
9 in the State of California which uses underground tank systems and which first
10 commences operations after entry of the Consent Judgment. The CCMS shall
11 consist of the program components and shall meet the program objectives that
12 are more fully described in Exhibit "E". Settling Defendant shall develop and
13 implement the CCMS in accordance with the implementation conditions and
14 schedule set forth in Exhibit "F". Commencing on August 1, 2005 and
15 concluding at the end of February 15, 2011 ("CCMS Credit Period"), Settling
16 Defendant shall expend at least FOUR MILLION FIVE HUNDRED
17 THOUSAND DOLLARS (\$4,500,000) to directly develop and directly
18 implement the CCMS. On or before March 15, 2011, Settling Defendant shall
19 submit a certified statement by a responsible corporate official representing
20 Settling Defendant documenting the expenditures by Settling Defendant during
21 the CCMS Credit Period for the CCMS. The expenditures may be external
22 payments to outside vendors and/or expenditures for the costs of internal
23 Environmental Management resources and internal Business Unit resources,
24 provided that such expenditures are directly related to development and
25 implementation of the CCMS Program Components and Objectives in Exhibit
26 "E." In making such certification, the official may rely upon normal company
27 project tracking systems that capture employee time expenditures and external
28 payments to outside vendors such as environmental and IT contractors or

1 consultants. Settling Defendant shall provide any additional information
2 requested by Plaintiff which is reasonably necessary to verify Settling
3 Defendant's expenditures on the CCMS during the CCMS Credit Period.

4 If Settling Defendant has not incurred costs of FOUR MILLION FIVE
5 HUNDRED THOUSAND DOLLARS (\$4,500,000) to implement the CCMS
6 during the CCMS Credit Period, Settling Defendant shall pay the difference of its
7 actual incurred costs and \$4,500,000, as an additional payment to Plaintiff. Such
8 payment shall be made to the Payment Administrator and shall be due within
9 forty-five (45) days of the end of the CCMS Credit Period. In the event that this
10 additional payment is made by Settling Defendant pursuant to this subparagraph,
11 Plaintiff will move the Court for an order which will characterize the nature of
12 the payment and identify the entity or entities to whom the payment shall be
13 distributed.

14 **b. Reimbursement of Costs of Investigation and Enforcement:** ONE MILLION
15 FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000). Settling Defendant shall pay
16 the total amount of ONE MILLION FIVE HUNDRED THOUSAND DOLLARS
17 (\$1,500,000) in settlement of Plaintiff's claim for attorneys fees, costs of investigation,
18 and other costs of enforcement incurred in this matter, including payment for the
19 services of the Payment Administrator identified in Paragraph 5.3. Within twenty (20)
20 days of the entry of the Consent Judgment, Settling Defendant shall pay this amount to
21 the Payment Administrator designated in Paragraph 5.3. The Payment Administrator
22 shall distribute these costs as set forth in Exhibit "G."

23 **c. Environmental Training Projects:** TWO MILLION FIVE HUNDRED
24 THOUSAND DOLLARS (\$2,500,000). Settling Defendant shall pay TWO MILLION
25 FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000) in four equal installments on
26 the following schedule: The first payment shall be made within twenty (20) days of the
27 entry of the Consent Judgment; the second payment shall be made on or before February
28 15, 2007; the third payment shall be made on or before February 15, 2008; and the fourth

1 payment shall be made on or before February 15, 2009. The payments shall be made to
2 the Payment Administrator designated in Paragraph 5.3. The \$2,500,000 will be
3 allocated between the following projects:

4 i. SIX HUNDRED THOUSAND DOLLARS (\$600,000) payable to the
5 California District Attorneys Association Environmental Project for the purposes
6 of providing training consistent with the purposes of that project;

7 ii. FOUR HUNDRED THOUSAND DOLLARS (\$400,000) payable to the
8 California District Attorneys Association Environmental Circuit Prosecutor
9 Project for the purposes of providing training consistent with the purposes of that
10 project;

11 iii. FIVE HUNDRED THOUSAND DOLLARS (\$500,000) payable to the
12 Environmental Protection Prosecution Fund for the purposes of providing
13 training and other activities authorized for support from that fund;

14 iv. FOUR HUNDRED THOUSAND DOLLARS (\$400,000) payable to the
15 California Hazardous Materials Investigators Association (CHMIA) for the
16 purpose of training. A minimum of \$200,000 of these funds shall be used by
17 CHMIA to assist the Western States Project in conducting the Advanced
18 Environmental Crimes Training Program offered in conjunction with the Federal
19 Law Enforcement Training Center and California Specialized Training Institute;

20 v. THREE HUNDRED THOUSAND DOLLARS (\$300,000) payable to the
21 CUPA Forum for the purpose of providing scholarships for its annual training
22 conference;

23 vi. THREE HUNDRED THOUSAND DOLLARS (\$300,000) payable to the
24 State Water Pollution Cleanup and Abatement Account in the State Water
25 Quality Control Fund for training consistent with the purposes of that account.

26 To the extent that Settling Defendant wishes to make training available to Local Agency
27 inspectors on how to inspect for environmental issues arising at telecommunications
28 facilities, Plaintiff will make good faith efforts, if requested by Settling Defendant, to

1 assist Settling Defendant in contacting appropriate organizations representing such
2 inspectors to facilitate such training efforts.

3 **5.2. Requirements Pertaining to Environmental Training Projects:** The TWO
4 MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000) to be paid pursuant to
5 Paragraph 5.1.c. shall be used by each of the designated organizations, upon acceptance, to fund,
6 design or provide training to California local and state prosecutors, investigators, and regulators
7 on multi-media/multi-jurisdictional enforcement courses with emphasis on courses related to
8 enforcement actions taken by regulators utilizing local prosecutors or the Attorney General's
9 Office. Such training shall take place, to the extent reasonably possible, within five (5) years
10 following entry of the Consent Judgment. If the payment is accepted by a designated entity,
11 each such entity shall provide annual letter reports, starting on January 1, 2007, (and on the first
12 of January for each following year) until the exhaustion of the funds, describing the specific use
13 of the funds and the type of training provided. The reports shall be submitted to the Plaintiff's
14 representatives identified in Paragraph 8 of this Consent Judgment. In the event that one of the
15 designated entities chooses not accept its share of the \$2,500,000 pursuant to the requirements
16 of this Consent Judgment, the Plaintiff shall request, by noticed motion, an alternate disposition
17 of that entity's share of the \$2,500,000. A copy of this Consent Judgment shall be provided to
18 each entity which receives funds to provide environmental training pursuant to this Consent
19 Judgment.

20 **5.3. Payment Administrator:**

21 a. The disbursement of all payments made by Settling Defendant to the Plaintiff
22 pursuant to Paragraph 5 of this Consent Judgment shall be the responsibility of a
23 Payment Administrator who has been designated by the Plaintiff. The Payment
24 Administrator is the San Joaquin County District Attorney.

25 b. All of the payments required of the Settling Defendant pursuant to Paragraph 5
26 shall be made by certified or cashiers check or wire transfer to the San Joaquin County
27 District Attorney.

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1 c. All payments made by check shall be delivered to the following address:

2 San Joaquin County District Attorney's Office
3 Attention: Tony Rocha
4 222 E. Weber Avenue, Room 202
5 Stockton, California 95202

6 In the alternative, payments may be made by wire transfer and such transfers
7 shall be electronically transmitted to an account and routing number as directed in
8 writing by Plaintiff to Settling Defendant following the entry of the Consent Judgment.

9 d. The Payment Administrator shall be responsible for disbursing the settlement
10 funds to the entities identified in Exhibits B, C, and G in accordance with the terms of
11 the Consent Judgment and the applicable exhibit.

12 5.4 **Copy of Payments to Plaintiff's Representatives:** A photocopy of all
13 payments made by Settling Defendant pursuant to Paragraph 5.1 (or electronic confirmation of
14 the wire transfer) shall be sent, at the same time that they are delivered or transferred for
15 payment, to each of Plaintiff's representatives identified in Paragraph 8.

16 6. **PERMANENT INJUNCTIVE RELIEF**

17 Subject to Paragraph 16.2 and pursuant to provisions of Health and Safety Code sections
18 25181, 25299.01, 25516.2, Business and Professions Code section 17203, and the Court's
19 equitable powers, Settling Defendant shall undertake the following actions related to the
20 Covered Facilities which have not been permanently closed as of the effective date of the
21 Consent Judgment and any other facility of Settling Defendant which uses underground tank
22 systems and which first commences operations after entry of the Consent Judgment. Any
23 violation of the permanent injunction required by this Consent Judgment shall be considered
24 separate and in addition to any violation of the statutory or regulatory requirements:

25 6.1 **Certification of Compliance with Secondary Containment Testing:** Within 30
26 days of the entry of this Consent Judgment, Settling Defendant shall submit a certification that
27 as of June 1, 2005, each underground tank system (including but not limited to underground
28 emergency generator tank systems) then in operation has passed secondary containment testing
in compliance with the tests required by of Cal. Code Regs., Title 23 sections 2637(a) or (b), or

1 Health and Safety Code section 24284.1(a)(4)(B)(ii).

2 6.2 Repeat Secondary Containment Testing: Within 30 days of the entry of the
3 Consent Judgment, Settling Defendant shall submit a report to the Plaintiff which identifies the
4 date on which each underground tank system last passed its secondary containment test (using
5 the SB 989 test, or, for emergency generator tanks, either the SB 989 test or an enhanced leak
6 detection test). This date shall be referred hereinafter as the "Integrity Test Date." Settling
7 Defendant shall conduct subsequent periodic secondary containment testing no less frequently
8 than 36 months after the Integrity Test Date or, for subsequent tests, no less frequently than 36
9 months after the immediately preceding date on which the underground tank system passed its
10 secondary containment test.

11 6.3 Repair of Underground Tank Systems Which Fail Secondary Containment
12 Testing: For any underground tank system which fails a secondary containment test, Settling
13 Defendant shall do one of the following: i) repair such underground tank system within the time
14 period required by the underground tank system permit or applicable Local Agency ordinance,
15 but no later than 120 days after test failure; ii) if the repair of the system failing the secondary
16 containment test requires a permit or other regulatory authorization in advance of undertaking
17 the repairs, Settling Defendant shall file as promptly as reasonably practicable, but in no event
18 later than 45 days after test failure (or no later than 60 days if engineering drawings are
19 required), a complete application with the agency or agencies for a permit or other required
20 regulatory authorization to undertake the repairs, and Settling Defendant shall complete the
21 repairs no later than 60 days after receipt of such permits or other required authorizations; or iii)
22 within 60 days of such test failure, file an application with the Local Agency to temporarily or
23 permanently close the underground tank system and implement the closure in accordance with
24 the requirements of the Local Agency. If any underground tank system that fails a secondary
25 containment test has not been either repaired to enable it to pass the secondary containment test
26 or temporarily or permanently closed within the time frames set forth in the preceding sentence
27 (or within a shorter period of time if required by its underground tank system permit or
28 applicable Local Agency ordinance), Settling Defendant shall not operate that underground tank

1 system, including the storage of fuels (except for secondary containment or tank integrity testing
2 purposes), until that system passes a valid secondary containment test.

3 6.4 Notification of Secondary Containment Testing: Settling Defendant shall notify
4 the applicable Local Agency at least 48 hours prior to conducting a secondary containment test
5 on an underground tank system.

6 6.5 Notification of Secondary Containment Test Results: Settling Defendant shall
7 submit a written copy of all test reports for each underground tank system to the applicable
8 Local Agency within 30 days of the completion of the secondary containment test. The results
9 shall be submitted to the headquarters office of the Local Agency unless it designates in writing
10 to the Settling Defendant, in advance of the submission of test results, a field office of the Local
11 Agency as an alternate office to receive the test results.

12 6.6 Annual Testing and Certification of Underground Tank System Monitoring
13 Systems: Settling Defendant shall annually test and certify each underground tank system
14 monitoring system in accordance with Cal. Code Regs., Title 23, section 2638.

15 6.7 Authorization from Regulatory Agencies: If either the applicable underground
16 tank system permit or applicable Local Agency ordinance requires that a permit or other
17 authorization is needed for maintenance, upkeep, repairs, upgrades, alterations, or modification
18 on an underground tank system, then Settling Defendant shall obtain such specified permit or
19 authorization prior to conducting the regulated activity. In the event that Settling Defendant is
20 unsure whether the applicable underground tank system permit or applicable Local Agency
21 ordinance requires that work related to an underground tank system requires a permit or
22 authorization, Settling Defendant shall affirmatively contact the applicable Local Agency for
23 written guidance prior to undertaking the work and can rely upon the written guidance provided.
24 If Settling Defendant is provided guidance orally by the Local Agency, Settling Defendant shall
25 request that such guidance be provided in writing. If the Local Agency does not provide the
26 requested written confirmation within five (5) business days of the request, Settling Defendant
27 shall send a written communication confirming the oral guidance received, both to the
28 representative of the Local Agency who provided the oral guidance, as well as the supervisor of

1 that representative. Settling Defendant may rely upon the oral guidance described in the
2 confirming communication unless the Local Agency disputes the representation in the written
3 communication within five (5) business days of receipt of Settling Defendant's written
4 communication confirming the oral guidance. Settling Defendant shall maintain a record of any
5 communication by a Local Agency regarding or related to the performance of work without a
6 permit or authorization. If the Local Agency does not provide any response to Settling
7 Defendant's question regarding whether particular proposed work on an underground tank
8 system requires a permit or other regulatory authorization, Settling Defendant may set forth in
9 writing to the Local Agency (addressed to both the Local Agency inspector and the inspector's
10 supervisor) the Settling Defendant's unsuccessful efforts to obtain guidance from the Local
11 Agency and the Settling Defendant's interpretation of the applicable legal requirements. For the
12 purposes of this Consent Judgment, Settling Defendant may rely on its interpretation as set forth
13 in the written communication to the Local Agency unless the Local Agency disputes Settling
14 Defendant's interpretation within five (5) business days of the receipt of Settling Defendant's
15 written communication.

16 6.8 Leak Detection: Notwithstanding the foregoing, if other leak detection records or
17 visual observations indicate that there are actual leaks from an underground tank secondary
18 containment system into the environment, Settling Defendant shall report such information to
19 regulatory agencies as required under applicable laws and will accelerate the necessary response
20 to the tank condition (including the removal of all product from the tank, or use of an
21 aboveground tank were logically feasible and legally permissible) as soon as reasonably possible
22 consistent with maintaining essential backup telecommunications service in the event of a
23 power outage.

24 6.9 Leak Detection Alarms: Settling Defendant shall install and maintain leak
25 detection monitoring equipment such that the equipment is capable of detecting a fuel leak in
26 the tank, piping and secondary containment at the earliest possible opportunity, in accordance
27 with Cal. Code of Regs., Title 23, section 2630(d). To accomplish that, the Settling Defendant
28 shall do the following: (i) By the end of the next calendar day after receipt of an electronic

1 notification that both the secondary containment sensor is detecting liquid in the secondary
2 containment of an underground tank system and the in-tank fuel leak probe in the underground
3 tank system is also registering a drop in fuel levels (and so triggering a "fuel leak alarm"), or
4 there is some other indication (other than the secondary containment sensor detecting liquid in
5 the secondary containment) of potential fuel loss from the monitored tank, piping or secondary
6 containment, the Settling Defendant shall request that a trained employee, agent, or contractor of
7 the Settling Defendant travel to the relevant location on a "rush" basis to inspect the liquid in
8 such containment to determine whether it is leaked/spilled fuel; and (ii) such employee, agent or
9 contractor shall inspect the secondary containment and make such a determination by the end of
10 the calendar day after receiving such request. When the Settling Defendant receives electronic
11 notification that the secondary containment sensor is detecting liquid in the secondary
12 containment of an underground tank system and the in-tank fuel leak probe is not registering a
13 drop in fuel levels and there is no other indication (other than the secondary containment
14 sensor detecting liquid in the secondary containment) of potential fuel loss from the monitored
15 tank, piping or secondary containment, then: i) the Settling Defendant shall, within the next
16 calendar day, request that a trained employee, agent or contractor promptly inspect the
17 secondary containment involved, and (ii) such employee agent or contractor shall inspect the
18 secondary containment involved and make a determination of whether the liquid is
19 leaked/spilled fuel, as promptly as reasonably possible, but not later than 96 hours of receiving
20 such request. The time established in this subsection shall be extended to the extent reasonably
21 necessary due to adverse weather conditions that hinder or block site access or to a *Force*
22 *Majeure* event. In the event that corrective work is required to address the cause of the alarm,
23 Settling Defendant will undertake the work as soon as reasonably possible consistent with all
24 applicable legal requirements. Settling Defendant will also provide notice to and obtain
25 regulatory authorization for such corrective work as required under subsection (g)
26 ("Authorization from Regulatory Agencies"). Nothing in this subsection is intended to relieve
27 nor shall it relieve, Settling Defendant from compliance with any applicable requirements of
28 law, statute, regulation or ordinance including those requirements for reporting, recording or

1 responding to unauthorized releases of hazardous substances.

2 6.10 Closure of Underground Tank Systems: In the event that Settling Defendant
3 ceases operation of any underground tank system, it shall comply with the requirements of
4 Health and Safety Code section 25298, and Cal. Code of Regs., Title 23, sections 2670(b) and
5 2671, as applicable.

6 6.11 Financial Responsibility: Settling Defendant shall comply with the financial
7 responsibility requirements for its underground tank systems as required by Health and Safety
8 Code sections 25292.2 and 25299.31.

9 6.12 Hazardous Waste Management Training: Settling Defendant shall provide
10 training in hazardous waste management procedures to such employees as are required by law to
11 receive such training, shall maintain documentation of such training, and shall maintain
12 hazardous waste safety emergency response procedures as provided in Cal. Code of Regs., Title
13 22, sections 66265.16 and 66265.56; provided, however, that for such employees who work
14 solely at or with facilities where Settling Defendant generates less than 1000 kg/month of
15 hazardous waste, Settling Defendant shall instead comply with the alternative training,
16 document maintenance, and emergency procedures standards established for small quantity
17 generators in Code of Fed. Regs., Title 40, sections 262.34 (d), (e), and (t), in accordance with
18 Health and Safety Code section 25123.3 (h).

19 6.13 Hazardous Materials Management Training: Settling Defendant shall comply
20 with employee training requirements for hazardous material business plans (including training
21 regarding the underground tank system monitoring plans and responses to spills from
22 underground tank systems) under Health and Safety Code section 25504.

23 **7. MATTERS COVERED BY THIS CONSENT JUDGMENT.**

24 7.1 Except as provided in Paragraph 7, this Consent Judgment is a final and binding
25 resolution and settlement of all claims, violations or causes of action alleged by the Complaint
26 in this matter or which could have been asserted up until September 14, 2005, according to
27 statute by or through the People of the State of California, based on the specific facts alleged in
28 the Complaint against Settling Defendant, its subsidiaries and corporate parents, and each of

1 their affiliates and parents, successors, heirs, assigns, and their respective officers, directors,
2 partners, employees, representatives, agents, property owners, tank owners, franchisees, and
3 facility operators at the Covered Facilities ("Entities Covered by Settlement"). Independent
4 contractors and subcontractors are not covered by this Consent Judgment except for acts alleged
5 in the Complaint which were performed at the direction of Settling Defendant. In the event that
6 litigation is filed by an entity which is not a party to this action against one of the Entities
7 Covered by Settlement based upon claims, violations or causes of action alleged by the
8 Complaint in this matter, or which could have been asserted based on the specific facts alleged
9 in the Complaint, Settling Defendant shall notify Plaintiff within thirty (30) days of service of
10 such litigation on Settling Defendant. After notice, Plaintiff will appear in such subsequent
11 litigation to explain the effect of this Consent Judgment on such litigation. If Plaintiff
12 determines that the subsequent litigation is barred by the principles in this paragraph, Plaintiff
13 will support Settling Defendant in arguing that the subsequent litigation is barred by the
14 principle of *res judicata*.

15 7.2. The provisions of Paragraph 7.1 are effective as of the date of the entry of the
16 Consent Judgment but the continuing effect of such provisions is expressly conditioned on
17 Settling Defendant's full payment of the civil penalty, costs and other payments specified in
18 Paragraph 5 of the Consent Judgment.

19 7.3 Paragraphs 7.1 and 7.2 have no effect on the ability of Plaintiff to enforce the
20 terms of the Consent Judgment. Moreover, this Court retains exclusive jurisdiction to address
21 any future claims for injunctive relief, penalty assessments, or other relief for the Covered
22 Facilities against Settling Defendant arising from or related to any alleged or actual violations of
23 the Consent Judgment.

24 7.4 The matters which are addressed as set forth in Paragraph 7.1 or which are
25 subject to this Court's continuing jurisdiction pursuant to Paragraph 7.3 are each a "Covered
26 Matter".

27 7.5 Any violations of law, statute, regulation or ordinance, if any, by Settling
28 Defendant which are based on facts not expressly alleged by the Complaint or addressed as a

1 Covered Matter, or which occur or exist after September 14, 2005 are not resolved, settled, or
2 covered by this Consent Judgment.

3 7.6 Settling Defendant covenants not to sue or pursue any civil or administrative
4 claims against Plaintiff or agencies of the State of California, any counties of the State of
5 California or any Certified Unified Program Agency, Participating Agency or Unified Program
6 Agency as those terms are defined pursuant to Health and Safety Code Section 25281(d)(1)(2)
7 and (3), or their officers, employees, representatives, agents or attorneys arising out of or related
8 to any matter expressly addressed by this Consent Judgment, except for the purpose of enforcing
9 Plaintiff's obligations under this Consent Judgment.

10 7.7 Notwithstanding any other provision of the Consent Judgment, any claims or
11 causes of action for:

- 12 i) performance of cleanup, corrective action or response action, or
- 13 ii) criminal penalties, civil penalties, damages, injunctive relief, or
- 14 iii) recovery of response costs

15 concerning or arising out of possible or actual past or future releases, spills, leaks, discharges or
16 disposal of motor vehicle fuels, hazardous wastes or hazardous substances caused or contributed
17 to by Settling Defendant at locations at or around the Covered Facilities are not resolved by this
18 Consent Judgment, and such claims or causes of action, if any, are reserved by the People of the
19 State of California. This Consent Judgment resolves allegations of Settling Defendant's failure
20 to timely report releases of hazardous materials as alleged in the Complaint.

21 7.8 Except as provided by this Consent Judgment, the Parties reserve the right to
22 pursue any claims not related to Covered Matters and any defense to such claims ("Reserved
23 Claims").

24 7.9 In any subsequent action that may be brought by Plaintiff to enforce any
25 Reserved Claims or claims otherwise excluded from this settlement, Settling Defendant will not
26 assert, plead or raise against Plaintiff in any fashion any defense or avoidance claiming that such
27 failure to bring such claims as part of this action constitutes claim-splitting, laches or any other
28 lack of timeliness. This Paragraph does not affect any statute of limitations, if any, which may

1 be applicable to any Reserved Claims or claims otherwise excluded from this settlement.

2 7.10 a. It is not a breach of Settling Defendant's obligations under Paragraphs 5.1.a.ii.
3 and 6 if Settling Defendant is unable to perform due to a *Force Majeure* event. Any event due to
4 acts of God, acts of war or that arises beyond the control of the Settling Defendant that prevents
5 the performance of such an obligation despite Settling Defendant's timely and diligent efforts to
6 fulfill the obligation is a *Force Majeure* event. A *Force Majeure* event does not include
7 financial inability to fund or complete the work, any failure by Settling Defendant's suppliers,
8 contractors, subcontractors or other persons contracted to perform the work for or on behalf of
9 Settling Defendant (unless their failure to do so is itself due to a *Force Majeure* event), nor does
10 it include circumstances which could have been avoided if Settling Defendant had complied
11 with preventative requirements imposed by law, regulation or ordinance.

12 b. If Settling Defendant claims a *Force Majeure* event, it shall notify the Plaintiff in
13 writing within three (3) business days of when the Settling Defendant first learns that the event
14 will prevent performance of an obligation in Paragraphs 5.1.a.ii. and 6. Within fourteen (14)
15 days thereafter, the Settling Defendant shall provide to Plaintiff a written explanation and
16 description of the reasons for the prevention of performance, all actions taken or to be taken to
17 prevent or mitigate the non-performance, the anticipated date for performance, an explanation of
18 why the event is a *Force Majeure* event, and any documentation to support Settling Defendant's
19 explanation. Within fourteen (14) days of receipt of such explanation, Plaintiff will notify the
20 Settling Defendant in writing whether Plaintiff agrees or disagrees with Settling Defendant's
21 assertion of a *Force Majeure* event. If the Parties do not agree that a particular delay or lack of
22 performance is attributable to a *Force Majeure* event, either Party may petition the Court to
23 resolve the dispute. If either Party petitions the Court to resolve the dispute, it will neither
24 preclude nor prejudice the Plaintiff from bringing a motion to enforce the provisions of either
25 Paragraph 5.1.a.ii or 6, as applicable, against Settling Defendant as provided in subsection d.,
26 below.

27 c. The time for performance of the obligations under Paragraphs 5.1.a.ii. and 6 of this
28 Consent Judgment that are affected by a *Force Majeure* event will be extended for such time as

1 is necessary to complete those obligations. An extension of the time for performance of the
2 obligations affected by the *Force Majeure* event shall not, of itself, extend the time for
3 performance of any other obligation.

4 d. If Plaintiff chooses to enforce the provisions of Paragraphs 5.1.a.ii. or 6 against
5 Settling Defendant for the failure to perform in spite of Settling Defendant's claim of a *Force*
6 *Majeure* event, Settling Defendant may raise the claimed *Force Majeure* event as a defense to
7 such an action and shall have the burden of proof to demonstrate the *Force Majeure* event

8 **8. NOTICE.**

9 All submissions and notices required by this Consent Judgment shall be sent to:

10 For Plaintiff:

11 Reed Sato, Esq.
12 Deputy Attorney General
13 Office of the Attorney General
14 1300 "I" Street
15 P.O. Box 944255
16 Sacramento, California 94244-2550

17 David J. Irej, Esq.
18 Supervising Deputy District Attorney
19 Environmental Prosecutions Unit
20 San Joaquin County Courthouse, Room 202
21 P.O. Box 990
22 Stockton, California 95201

23 For Settling Defendant:

24 Peggy Garber
25 General Attorney and Assistant General Counsel
26 AT&T Services, Inc.
27 175 E. Houston Street
28 San Antonio, Texas 78205

with copies to:

Deborah J. Schmall
Farella Braun + Martel LLP
235 Montgomery Street
San Francisco, California 94104

Michael J. Steel
Pillsbury Winthrop Shaw Pittman LLP
P.O. Box 7880
San Francisco, California 94120-7880

1 Any Party may change the address for purpose of notices to that Party by a notice
2 specifying a new address, but no such change is effective until it is actually received by the Party
3 sought to be charged with its contents. All notices and other communications required or
4 permitted under this Consent Judgment that are addressed as provided in this Paragraph are
5 effective upon delivery if delivered personally or by overnight mail, or are effective five (5) days
6 following deposit in the United States mail, postage prepaid, if delivered by mail.

7 **9. NECESSITY FOR WRITTEN APPROVALS**

8 All approvals and decisions of the Plaintiff regarding any matter requiring approval or
9 decision of the Plaintiff under the terms of this Consent Judgment shall be communicated in
10 writing to Settling Defendant. No informal oral advice, guidance, suggestions, or comments by
11 employees or officials of the Plaintiff regarding submissions or notices shall be construed to
12 relieve Settling Defendant of its obligations to obtain the final written approvals by Plaintiff
13 required by this Consent Judgment. All approvals and decisions of Settling Defendant regarding
14 any matter requiring approval or decision of Settling Defendant which are required to be
15 communicated to Plaintiff under the terms of this Consent Judgment shall be communicated in
16 writing.

17 **10. EFFECT OF JUDGMENT.**

18 Except as expressly provided in this Consent Judgment, nothing in this Consent
19 Judgment is intended nor shall it be construed to preclude Plaintiff or any state agency,
20 department, board or entity, or any county, or any Certified Unified Program Agency,
21 Participating Agency, Unified Program Agency or any other local agency from exercising its
22 authority under any law, statute, or regulation at the Covered Facilities or any other facility
23 addressed or identified in this Consent Judgment. Except as expressly provided in this Consent
24 Judgment, Settling Defendant retains all of its defenses to the exercise of the aforementioned
25 authority.

26 **11. PLAINTIFF IS NOT LIABLE.**

27 The Plaintiff shall not be liable for any injury or damage to persons or property resulting
28 from acts or omissions by Settling Defendant, its directors, officers, employees, agents,

1 representatives or contractors in carrying out activities pursuant to this Consent Judgment, nor
2 shall the Plaintiff be held as a party to or guarantor of any contract entered into by Settling
3 Defendant, its directors, officers, employees, agents, representatives or contractors, in carrying
4 out activities required pursuant to this Consent Judgment.

5 **12. NO WAIVER OF RIGHT TO ENFORCE.**

6 The failure of the Plaintiff to enforce any provision of this Consent Judgment shall
7 neither be deemed a waiver of such provision nor in any way affect the validity of this Consent
8 Judgment. The failure of the Plaintiff to enforce any such provision shall not preclude it from
9 later enforcing the same or any other provision of this Consent Judgment. No oral advice,
10 guidance, suggestions or comments by employees or officials of any Party regarding matters
11 covered in this Consent Judgment shall be construed to relieve any Party of its obligations
12 required by this Consent Judgment.

13 **13. REGULATORY CHANGES.**

14 Nothing in this Consent Judgment shall excuse Settling Defendant from meeting any
15 more stringent requirements which may be imposed hereafter by changes in applicable and
16 legally binding legislation or regulations.

17 **14. APPLICATION OF CONSENT JUDGMENT.**

18 This Consent Judgment shall apply to and be binding upon the Plaintiff, Settling
19 Defendant and the successors or assigns of each of them.

20 **15. AUTHORITY TO ENTER CONSENT JUDGMENT.**

21 Each signatory to this Consent Judgment certifies that he or she is fully authorized by the
22 Party he or she represents to enter into this Consent Judgment, to execute it on behalf of the
23 Party represented, and to legally bind that Party.

24 **16. CONTINUING JURISDICTION.**

25 16.1 The Court shall retain continuing jurisdiction to enforce the terms of this Consent
26 Judgment and to address any other matters arising out of or regarding this Consent Judgment.
27 The Parties shall meet and confer prior to the filing of any motion relating to this Consent
28 Judgment and shall negotiate in good faith in an effort to resolve any dispute without judicial

1 intervention.

2 16.2 At any time after Settling Defendant and Plaintiff both receive the Final
3 Independent Audit Report required pursuant to Paragraph IV.F. of Exhibit G (but in no event
4 earlier than sixty (60) months following entry of this Consent Judgment), any Party may provide
5 notice to the Court (which shall be served on all Parties) that the permanent injunctive
6 provisions of Paragraph 6 of this Consent Judgment will expire and have no further force or
7 effect ("Notice of Termination"). The permanent injunctive provisions of Paragraph 6 will be of
8 no further force or effect sixty (60) days thereafter, unless Plaintiff files a motion contesting the
9 expiration of Paragraph 6 within sixty (60) days of receipt of the Notice of Termination. In the
10 event that such a motion is filed, none of the contested injunctive provisions of Paragraph 6 will
11 terminate pending the Court's ruling on the motion. The Plaintiff reserves its rights to contest
12 termination on any ground and to offer any evidence relevant to such motion, and the Settling
13 Defendant reserves its rights to respond on any ground and offer evidence relevant to such
14 motion by Plaintiff. The provisions of the permanent injunction in Paragraph 6 will expire and
15 be of no further force or effect unless the Court (upon consideration of the Parties' pleadings
16 and argument, if any) determines that the expiration of the provisions would not be in the
17 interests of justice because Settling Defendant either has not (1) substantially complied in
18 material respects with the injunctive provisions of Paragraph 6, or (2) been reasonably diligent
19 in implementing the CCMS. The termination of any of the permanent injunctive provisions of
20 Paragraph 6 shall have no effect on Settling Defendant's obligation to comply with requirements
21 imposed by statute, regulation, ordinance, or law.

22 17. **LIABILITY FOR NONCOMPLIANCE BY SETTLING DEFENDANT**

23 Plaintiff may move this Court to enjoin Settling Defendant from any violation of any
24 provision of this Consent Judgment and for penalties as provided in this Paragraph for violation
25 of the Consent Judgment, including Paragraph 6 ("Enforcement of Judgment Claims"). Upon a
26 determination by this Court, Settling Defendant shall be liable for civil penalties as provided by
27 law, including but not limited to Business and Professions Code section 17206, for each
28 violation of the provisions of the Consent Judgment, except that Settling Defendant shall be

1 liable for a stipulated civil penalty of \$25,000 for each day that a payment required pursuant to
2 Paragraph 5.1 is not paid to the Payment Administrator by the respective deadline. The Parties
3 shall meet-and-confer prior to the filing of any motion to assess penalties pursuant to this
4 Paragraph, and shall negotiate in good faith in an effort to resolve any penalty assessments
5 pursuant to this Paragraph without judicial intervention. Any penalties awarded pursuant to this
6 Paragraph for violation of the Consent Judgment are not a bar to any other remedies or sanctions
7 provided by statute, ordinance or regulation. In determining whether Plaintiff will seek
8 penalties pursuant to this paragraph, Plaintiff will give due consideration to any enforcement
9 action initiated by local prosecutors for the underlying conduct giving rise to the claim of
10 violation of Paragraph 6.

11 **18. NON-DISCHARGEABILITY OF OBLIGATIONS**

12 Any payments required by Settling Defendant pursuant to this Consent Judgment are not
13 dischargeable in bankruptcy.

14 **19. ABILITY TO INSPECT AND COPY RECORDS AND DOCUMENTS**

15 On reasonable notice and subject to all of the defenses Settling Defendant would have to
16 requests for documents made by subpoena or other formal legal process or discovery employed
17 by Plaintiff, any duly authorized representative of any of the undersigned offices representing
18 the Plaintiff shall be permitted to inspect and copy such records and documents in the possession
19 of Settling Defendant as may be reasonably necessary to determine whether Settling Defendant
20 is in compliance with the terms of this Consent Judgment. Nothing in this paragraph is intended
21 to require access to or production of any documents which are protected from production by the
22 attorney-client privilege, attorney work product doctrine, or any other applicable privileges,
23 exemptions, or immunities afforded to Settling Defendant under law.

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1 **20. CERTIFICATION.**

2 Whenever this Consent Judgment requires the certification by the Settling Defendant,
3 such certification shall be provided by a Settling Defendant representative at a managerial level
4 in charge of environmental compliance matters, or by an officer of the corporation. Each
5 certification shall read as follows:

6 To the best of my knowledge, based on information and belief and after
7 reasonable investigation, I certify that the information contained in or
8 accompanying this submission is true, accurate, and complete. I am aware that
there are civil and criminal penalties for submitting false information.

9 **21. ENFORCEMENT OF JUDGMENT.**

10 In the event that a Party brings an action to enforce any of the terms of this Consent
11 Judgment, the prevailing Party shall be entitled to its reasonable costs, including attorney fees
12 and costs, including any costs for expert witnesses or other costs.

13 **22. PAYMENT OF LITIGATION EXPENSES AND FEES.**

14 Settling Defendant shall pay its own attorney fees, expert witness fees and costs, and all
15 other costs of litigation and investigation incurred to date.

16 **23. INTERPRETATION.**

17 This Consent Judgment shall be deemed to have been drafted equally by all Parties
18 hereto. Accordingly, the Parties hereby agree that any and all rules of construction to the effect
19 that ambiguity is construed against the drafting Party shall be inapplicable in any dispute
20 concerning the terms, meaning, or interpretation of this Consent Judgment.

21 **24. COUNTERPART SIGNATURES.**

22 This Consent Judgment may be executed by the Parties in counterpart, and when a copy
23 is signed by an authorized representative of each Party, the stipulation shall be effective as if a
24 single document were signed by all Parties.

25 **25. COOPERATION BY SETTLING DEFENDANT**

26 It is the intention of Settling Defendant to cooperate with the Plaintiff in addressing
27 potential violations of environmental laws by any of Settling Defendant's independent
28 contractors. Settling Defendant agrees that, at Plaintiff's reasonable request and upon reasonable
notice, Settling Defendant will provide documents in Settling Defendant's possession or control

1 to Plaintiff for use as evidence in potential legal actions against third parties who, during the
2 period of time and at the facilities covered by the injunction herein, have been retained by
3 Settling Defendant as independent contractors and who are suspected of having violated
4 environmental legal requirements, including, but not limited to, independent contractors whom
5 Plaintiff alleges may have worked throughout California without meeting local and state
6 requirements. Nothing in this paragraph is intended to require access to or production of any
7 documents which are protected from disclosure by the attorney-client privilege, attorney work
8 product doctrine, or any other applicable privileges, exemption or immunity afforded to Settling
9 Defendant under law, nor does it waive any of the objections or defenses to which Settling
10 Defendant would be entitled in responding to requests for documents made by subpoena or other
11 formal legal process or discovery.

12 **27. INCORPORATION OF EXHIBITS**

13 Each of the Exhibits "A" through "G" are incorporated herein by reference.

14 **28. ENTRY AFTER NOTICED MOTION**

15 This Consent Judgment shall be brought before the Court for approval on noticed
16 motion, and the Court shall be requested to make a fairness determination in order to ensure that
17 this Consent Judgment is fair and in the public interest. By entering this Consent Judgment, the
18 Court finds that its action results in a full, fair, and final resolution of the claims which were or
19 could have been raised in the Complaint based on the facts alleged therein. Settling Defendant
20 has indicated that it will provide written notice of the proposed settlement to all state, county,
21 municipal, and local officials with authority to bring any claims which are designated in
22 Paragraph 7.1 as matters covered by this Consent Judgment. Settling Defendant represents that
23 such notice will include a complete copy of the Consent Judgment, the moving papers in support
24 of the motion for entry of the Consent Judgment, and will specifically recite the terms of
25 Paragraph 7.1.

26 **29. INTEGRATION.**

27 This Consent Judgment constitutes the entire agreement between the Parties and may not
28 be amended or supplemented except as provided for in the Consent Judgment.

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30. MODIFICATION OF CONSENT JUDGMENT.

This Consent Judgment may be modified only upon written consent by the Parties hereto and the approval of the Court or as provided for by law. The dates which are specified in Paragraphs 5.1.a.i, 5.1.a.iii., and 5.1.c. are based on the assumption that the Court will enter the Consent Judgment before February 15, 2006. In the event that the Court does not do so, the Parties agree that those dates will be extended by the same time period in which the entry of the Consent Judgment is delayed beyond February 15, 2006.

IT IS SO STIPULATED:

FOR THE PLAINTIFF

Dated: January 13, 2006

BILL LOCKYER, Attorney General
of the State of California
THOMAS GREENE
Chief Assistant Attorney General
THEODORA BERGER
Senior Assistant Attorney General



REED SATO
Deputy Attorney General
Attorneys for Plaintiff, People of the State
of California

Dated: January 13, 2006

THOMAS J. ORLOFF, District Attorney
of the County of Alameda



SUSAN M. TORRENCE
Deputy District Attorney
Attorneys for Plaintiff, People of the State
of California

1 Dated: January 13, 2006

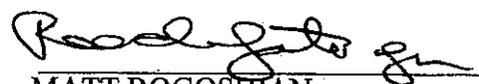
STEVE COOLEY, District Attorney
of the County of Los Angeles
DANIEL J. WRIGHT
Deputy District Attorney



STANLEY P. WILLIAMS
Assistant Head Deputy District Attorney
Attorneys for Plaintiff, People of the State
of California

8 Dated: January 13, 2006

DEAN D. FLIPPO, District Attorney
of the County of Monterey



MATT BOGOSHIAN
Deputy District Attorney
Attorneys for Plaintiff, People of the State
of California

14 Dated: January 13, 2006

BONNIE M. DUMANIS, District Attorney
of the County of San Diego



KAREN I. DOTY
Deputy District Attorney
Attorneys for Plaintiff, People of the State
of California

20 Dated: January 15, 2006

JAMES P. WILLETT, District Attorney
of the County of San Joaquin



DAVID J. IREY
Supervising Deputy District Attorney
Attorneys for Plaintiff, People of the State
of California

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1 Dated: January 13, 2006

DAVID W. PAULSON, District Attorney
of the County of Solano

2

3


DANI JO HANDELL
Deputy District Attorney
Attorneys for Plaintiff, People of the State
of California

4

5

6

7 Dated: January 15, 2006

MICHAEL J. AGUIRRE, City Attorney
of the City of San Diego

8

9


STEVEN GOLD
Deputy City Attorney
Attorneys for Plaintiff, People of the State
of California

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1 **FOR THE SETTLING DEFENDANT:**

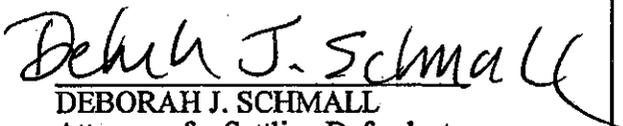
2 Dated: January 13, 2006


WILLIAM C. HUBER
President - Network Services
Pacific Bell Telephone Company dba
AT&T California

3
4
5 **Approved as to Form:**

FARELLA BRAUN + MARTEL LLP

6
7
8 Dated: January 13, 2006


DEBORAH J. SCHMALL
Attorneys for Settling Defendant
Pacific Bell Telephone Company dba
AT&T California

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12 **IT IS SO ORDERED,**

13 Dated: _____, 2006

Judge of the Superior Court
San Joaquin County Superior Court

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EXHIBIT

A

1 BILL LOCKYER, Attorney General
of the State of California
2 TOM GREENE
Chief Assistant Attorney General
3 THEODORA P. BERGER
Senior Assistant Attorney General
4 REED SATO, SBN 087685
Deputy Attorney General
5 P.O. Box 944255
Sacramento, California 94244-2550
6 Telephone: (916) 324-8630
Facsimile: (916) 327-2319
7
8 JAMES P. WILLETT, District Attorney
of the County of San Joaquin
DAVID J. IREY, SBN 142864
9 Supervising Deputy District Attorney
Environmental Prosecutions Unit
10 San Joaquin County Courthouse, Room 202
P.O. Box 990
11 Stockton, California 95201
Telephone: (209) 468-2400
12 Facsimile: (209) 468-0314
13 THOMAS J. ORLOFF, District Attorney
of the County of Alameda
14 SUSAN M. TORRENCE, SBN 132585
Deputy District Attorney
15 Consumer and Environmental Protection Division
7677 Oakport, Suite 650
16 Oakland, CA 94621-1934
Telephone: (510) 569-9281
17 Facsimile: (510) 569-0505
18 Attorneys for the Plaintiff, People of the State of California

FILED
06 JAN 17 AM 9:18
ROSA SANCHEZ, CLERK
BY RITAL L. GOMEZ
DEPUTY

19
20 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
21 IN AND FOR THE COUNTY OF SAN JOAQUIN

22 PEOPLE OF THE STATE OF
23 CALIFORNIA,
24 Plaintiff,
25 v.
26 PACIFIC BELL TELEPHONE COMPANY
dba AT&T California, a California
27 corporation,
28 Defendant.

No. **CV028362**
**COMPLAINT FOR CIVIL
PENALTIES AND INJUNCTIVE
RELIEF**

THIS CASE HAS BEEN ASSIGNED TO
JUDGE ELIZABETH HUMPHREYS IN
DEPARTMENT 41 FOR ALL PURPOSES,
INCLUDING TRIAL.

1 6. Pursuant to the California Health and Safety Code section 25514, the Attorney General
2 or the Local Prosecutors may bring an action for civil penalties for violations of California
3 Health and Safety Code sections 25503.5 to 25505, inclusive, or sections 25508 to 25520,
4 inclusive. Pursuant to California Health and Safety Code section 25516, the Attorney General
5 or the Local Prosecutors, when requested by an administering agency, may bring an action to
6 enjoin a violation of Chapter 6.95 of Division 20 of the California Health and Safety Code
7 (hereinafter "Chapter 6.95") or these prosecuting agencies can seek the same relief upon their
8 own motion.

9 7. Pursuant to California Business and Professions Code sections 17203, 17204, and
10 17206, the Attorney General and the Local Prosecutors may bring actions in the name of the
11 People of the State of California in a superior court for an injunction against any person who
12 engages, had engaged, or proposes to engage in unfair competition and for civil penalties for
13 each act of unfair competition.

14 8. Plaintiff brings this action without prejudice to any other action or claims which it may
15 have based on separate, independent and unrelated violations of Chapters 6.5, 6.7, or 6.95 of
16 Division 20 of the California Health and Safety Code by Pacific Bell Telephone Company dba
17 AT&T California and/or on facts which are not alleged in this Complaint.

18 **DEFENDANT**

19 9. Defendant Pacific Bell Telephone Company dba AT&T California (fka SBC California)
20 ("AT&T" or "Defendant") is a California corporation which does or did business in the State of
21 California at the facilities identified in Exhibit "A" which is incorporated herein by reference
22 (hereinafter collectively referred to as "Covered Facilities"). AT&T owned and/or operated
23 underground tank systems at the Covered Facilities that are used to store motor vehicle fuel or
24 served to supply emergency generators.

25 10. AT&T is or, at all times relevant to the claims in this complaint, was legally responsible
26 for compliance with the provisions of the California Health and Safety Code including Chapters
27 6.5, 6.7, and 6.95 of Division 20 at its Covered Facilities.

28 ///

- 1 Regulations, Title 23 section 2637(b);
- 2 e. Failed to repair underground tank systems within a reasonable time after the
- 3 systems were found to have failed a secondary containment test performed
- 4 pursuant to California Code of Regulations, Title 23 section 2637;
- 5 f. Failed to submit a copy of the secondary containment test report to the local
- 6 agency within 30 days of completion of the test in accordance with California
- 7 Code of Regulations, Title 23 section 2637(e);
- 8 g. Failed to notify the local agency at least 48 hours prior to conducting testing in
- 9 accordance with California Code of Regulations, Title 23 section 2637(f);
- 10 h. Failed to annually test and certify underground storage tank monitoring systems
- 11 in accordance with California Code of Regulations, Title 23 section 2638;
- 12 i. Repaired underground storage tank systems without required permits or
- 13 authorization from the appropriate permitting agencies;
- 14 j. Failure to address an actual fuel alarm at the earliest possible opportunity in
- 15 violation of California Code of Regulations, Title 23 section 2630(d) due to
- 16 routine allowance of water in the secondary containment.
- 17 k. Failed to temporarily cease operation of an underground tank system as required
- 18 by California Health and Safety Code section 25298;
- 19 l. Failure to establish and maintain financial responsibility for taking corrective
- 20 action and compensating third parties pursuant to California Health and Safety
- 21 Code sections 25292.2 and 25299.31.
- 22 m. Failed to provide adequate training to employees pursuant to California Code
- 23 Regulations, Title 22 sections 66265.16 and 66265.56;
- 24 n. Failed to maintain documentation of training of employees pursuant to California
- 25 Code of Regulations, Title 22 section 66265.16;
- 26 o. Failed to provide adequate training of all employees to respond to a hazardous
- 27 material spill or release from an underground storage tank system, including the
- 28 failure to familiarize employees with the underground storage tank monitoring

1 plan and release report procedures in the business response plan pursuant to
2 California Health and Safety Code section 25504;

3 p. Failed to maintain adequate hazardous material safety emergency response
4 procedures, and adequate hazardous waste safety emergency response procedures
5 pursuant to California Code of Regulations, Title 22 section 66265.56;

6 q. Failed to report releases of hazardous materials to an administering agency
7 pursuant to California Health and Safety Code section 25507(a).

8 **FIRST CAUSE OF ACTION**

9 14. Plaintiff realleges Paragraphs 1 through 13, inclusive.

10 15. AT&T is liable for civil penalties as set forth in California Health and Safety Code
11 section 25189(b) for each intentional or negligent violation of rules, regulations, standards, or
12 requirements regarding hazardous waste set forth above.

13 16. AT&T must immediately and permanently be enjoined from further violations of
14 Chapter 6.5.

15 **SECOND CAUSE OF ACTION**

16 17. Plaintiff realleges Paragraphs 1 through 13, inclusive.

17 18. AT&T is liable for civil penalties as set forth in California Health and Safety Code
18 section 25189.2(b) for each violation of the rules, regulations, standards or requirements
19 regarding hazardous waste set forth above.

20 19. AT&T is liable for civil penalties as set forth in California Health and Safety Code
21 section 25189.2(b) for each violation of the rules, regulations, standards or requirements set
22 forth above.

23 20. AT&T must immediately and permanently be enjoined from further violations of
24 Chapter 6.5.

25 **THIRD CAUSE OF ACTION**

26 21. Plaintiff realleges Paragraphs 1 through 13, inclusive.

27 22. To the extent that AT&T is the operator of the underground tank systems at the Covered
28 Facilities, AT&T is liable for civil penalties as set forth in California Health and Safety Code

1 section 25299(a) for each violation of the rules, regulations, standards or requirements
2 applicable to each underground storage tank as set forth above.

3 23. AT&T, as the operator of the underground tank systems, must immediately and
4 permanently be enjoined from further violations of Chapter 6.7.

5 **FOURTH CAUSE OF ACTION**

6 24. Plaintiff realleges Paragraphs 1 through 13, inclusive.

7 25. To the extent that AT&T is the owner of the underground tank systems at the Covered
8 Facilities, AT&T is liable for civil penalties as set forth in California Health and Safety Code
9 section 25299(b) for each violation of the rules, regulations, standards or requirements
10 applicable to each underground storage tank as set forth above.

11 26. AT&T, as the owner of underground tank systems, must immediately and permanently
12 be enjoined from further violations of Chapter 6.7.

13 **FIFTH CAUSE OF ACTION**

14 27. Plaintiff realleges Paragraphs 1 through 13, inclusive.

15 28. AT&T is a person who is required to notify a local agency prior to undertaking
16 secondary containment testing pursuant to California Code of Regulations, Title 23 section
17 2637. AT&T is liable for civil penalties as set forth in California Health and Safety Code
18 section 25299(c) for each underground storage tank for which AT&T intentionally failed to
19 provide the appropriate notification.

20 29. AT&T must immediately and permanently be enjoined from further notification of
21 violations of Chapter 6.7.

22 **SIXTH CAUSE OF ACTION**

23 30. Plaintiff realleges Paragraphs 1 through 13, inclusive.

24 31. Pursuant to Health and Safety Code section 25516, a district attorney or city attorney, at
25 the request of an administering agency within the prosecuting agency's jurisdiction, or on the
26 district attorney's or city attorney's own motion, may apply to the superior court for an order
27 directing compliance with Chapter 6.95.

28 32. The Local Prosecutors and the Attorney General are authorized to bring this cause of

1 action pursuant to California Health and Safety Code section 25516.1.

2 33. AT&T is liable for civil penalties as set forth in California Health and Safety Code
3 section 25514 for each violation of the California Health and Safety Code section 25504(c) as
4 set forth above.

5 34. AT&T must immediately and permanently be enjoined from further violations of
6 Chapter 6.95.

7 **SEVENTH CAUSE OF ACTION**

8 35. Plaintiff realleges Paragraphs 1 through 34, inclusive.

9 36. By the acts described herein, AT&T engaged in daily acts of unlawful and/or unfair
10 competition prohibited by California Business and Professions Code sections 17200-17208.
11 Each act constitutes an unlawful and/or unfair business practice.

12 37. Pursuant to California Business and Professions Code section 17206, AT&T is liable for
13 civil penalties for each violation.

14 38. AT&T must immediately and permanently be enjoined from engaging in activity that
15 violates Chapters 6.5, 6.7 and 6.95 of Division 20 of the California Health and Safety Code
16 which thereby constitutes unfair competition within the meaning of California Business and
17 Professions Code section 17200.

18 WHEREFORE, PLAINTIFF PRAYS FOR THE FOLLOWING RELIEF:

19 1. A permanent injunction requiring AT&T to comply with those provisions of
20 California Health and Safety Code, Division 20, Chapter 6.5 which it is alleged to have violated;

21 2. A permanent injunction requiring AT&T to comply with those provisions of
22 California Health and Safety Code, Division 20, Chapter 6.7 which it is alleged to have violated;

23 3. A permanent injunction requiring AT&T to comply with those provisions of
24 California Health and Safety Code, Division 20, Chapter 6.95 which it is alleged to have
25 violated;

26 4. A permanent injunction prohibiting AT&T from engaging in activity that violates
27 the provisions of Chapters 6.5, 6.7 and 6.95 of Division 20 of the California Health and Safety
28 Code as alleged in this complaint which thereby constitutes unfair competition within the

1 meaning of California Business and Professions Code section 17200;

2 5. Civil penalties according to proof against AT&T pursuant to California Health
3 and Safety Code section 25189;

4 6. Civil penalties according to proof against AT&T pursuant to California Health
5 and Safety Code section 25299;

6 7. Civil penalties according to proof against AT&T pursuant to California Health
7 and Safety Code section 25514;

8 8. Civil penalties according to proof against AT&T pursuant to California Business
9 and Professions Code section 17206 for each act of unfair competition engaged in by AT&T;

10 9. Grant the Plaintiff its cost of inspection, investigation, attorneys fees,
11 enforcement, prosecution, and suit, herein; and,

12 10. Grant such other and further relief as the Court deems just and proper.

13 RESPECTFULLY REQUESTED:

14 Dated: January 13 2006

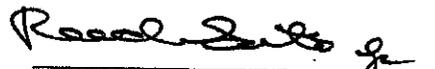
BILL LOCKYER, Attorney General
of the State of California
TOM GREENE
Chief Assistant Attorney General
THEODORA P. BERGER
Senior Assistant Attorney General

18 

19 REED SATO
20 Deputy Attorney General
Attorneys for Plaintiff, People of the State
of California

22 Dated: January 13 2006

THOMAS J. ORLOFF, District Attorney
of the County of Alameda

24 

25 SUSAN M. TORRENCE
26 Deputy District Attorney
Attorneys for Plaintiff, People of the State
of California

28

1 Dated: January 13 2006

STEVE COOLEY, District Attorney
of the County of Los Angeles
DANIEL J. WRIGHT
Deputy District Attorney

2

3

4



STANLEY P. WILLIAMS
Assistant Head Deputy District Attorney
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of California

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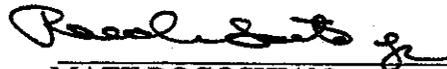
8 Dated: January 13 2006

DEAN D. FLIPPO, District Attorney
of the County of Monterey

9

10

11



MATT BOGOSHIAN
Deputy District Attorney
Attorneys for Plaintiff, People of the State
of California

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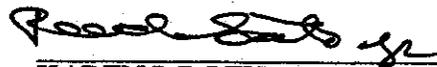
14

15 Dated: January 13 2006

BONNIE M. DUMANIS, District Attorney
of the County of San Diego

16

17



KAREN I. DOTY
Deputy District Attorney
Attorneys for Plaintiff, People of the State
of California

18

19

20

21 Dated: January 15 2006

JAMES P. WILLETT, District Attorney
of the County of San Joaquin

22

23



DAVID J. IREY
Supervising Deputy District Attorney
Attorneys for Plaintiff, People of the State
of California

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Dated: January 13 2006

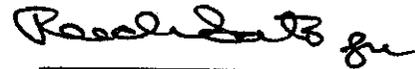
DAVID W. PAULSON, District Attorney
of the County of Solano



DANI JO HANDELL
Deputy District Attorney
Attorneys for Plaintiff, People of the State
of California

Dated: January 13 2006

MICHAEL J. AGUIRRE, City Attorney
of the City of San Diego



STEVEN GOLD
Deputy City Attorney
Attorneys for Plaintiff, People of the State
of California

EXHIBIT

A

	<i>Address</i>	<i>City</i>	<i>County</i>	<i>State</i>	<i>Zip</i>
1129	B STREET	HAYWARD	ALAMEDA	CA	94541
221	WINTON AVE	HAYWARD	ALAMEDA	CA	94544
479	45TH ST	OAKLAND	ALAMEDA	CA	94609
2112	FRUITVALE AVE	OAKLAND	ALAMEDA	CA	94601
120	RAY ST	PLEASANTON	ALAMEDA	CA	94566
4658	WILLOW ROAD	PLEASANTON	ALAMEDA	CA	94566
15125	HESPERIAN BLVD	SAN LEANDRO	ALAMEDA	CA	94578
2100	CENTRAL AVE	ALAMEDA	ALAMEDA	CA	94501
1612	SOLANO AVE	ALBANY	ALAMEDA	CA	94707
2116	BANCROFT WAY	BERKELEY	ALAMEDA	CA	94704
36789	FREMONT BLVD	FREMONT	ALAMEDA	CA	94536
4073	ADAMS AVE	FREMONT	ALAMEDA	CA	94538
1880	DEPOT CT	HAYWARD	ALAMEDA	CA	94545
2388	SECOND ST	LIVERMORE	ALAMEDA	CA	94550
8925	HOLLY ST	OAKLAND	ALAMEDA	CA	94621
2810	MOUNTAIN BLVD	OAKLAND	ALAMEDA	CA	94602
4400	BLACK AVE	PLEASANTON	ALAMEDA	CA	94566
118	E. STREET	UNION CITY	ALAMEDA	CA	94587
1587	FRANKLIN ST	OAKLAND	ALAMEDA	CA	94612
1206	5TH ST	BERKELEY	ALAMEDA	CA	94710
2610	NORBRIDGE AVE	CASTRO VALLEY	ALAMEDA	CA	94546
44900	INDUSTRIAL DR	FREMONT	ALAMEDA	CA	94538
2324	SECOND STREET	LIVERMORE	ALAMEDA	CA	94550
1189	58TH AVENUE	OAKLAND	ALAMEDA	CA	94621
7240	JOHNSON DRIVE	PLEASANTON	ALAMEDA	CA	94566
1661	DOOLITTLE DR.	SAN LEANDRO	ALAMEDA	CA	94577
1661	DOOLITTLE DR	SAN LEANDRO	ALAMEDA	CA	94577
0	COR CHURCH + JACKSON	IONE	AMADOR	CA	95640
303	CHURCH ST	JACKSON	AMADOR	CA	95642
951	S. HWY 49	JACKSON	AMADOR	CA	95642
518	W. 4TH STREET	CHICO	BUTTE	CA	95926
772	ELLIOT ROAD	PARADISE	BUTTE	CA	95969
3750	MORROW LANE	CHICO	BUTTE	CA	95926
464	KENTUCKY STREET	GRIDLEY	BUTTE	CA	95948
2065	MYERS ST	OROVILLE	BUTTE	CA	95965
16	RACHEL DR	OROVILLE	BUTTE	CA	95965
231	BELLVIEW ST	SAN ANDREAS	CALAVERAS	CA	95249
0	FREMONT RD	BEAR VALLEY	CALAVERAS	CA	95223
590	SAN RAMON VALLEY BL	DANVILLE	CONTRA COSTA	CA	94526
1540	SYCAMORE AVE	HERCULES	CONTRA COSTA	CA	94547
515	E. STREET	MARTINEZ	CONTRA COSTA	CA	94553
2105	MACDONALD AVE	RICHMOND	CONTRA COSTA	CA	94801
100	W. 20TH ST	ANTIOCH	CONTRA COSTA	CA	94509
637/645	2ND STREET	BRENTWOOD	CONTRA COSTA	CA	94513
6191	HIGH ST	CLAYTON	CONTRA COSTA	CA	94517
1611	CLAYTON RD	CONCORD	CONTRA COSTA	CA	94520

1714	COLFAX STREET	CONCORD	CONTRA COSTA	CA	94520
3900	BLACKHAWK PLAZA	DANVILLE	CONTRA COSTA	CA	94526
4849	APPIAN WAY	EL SOBRANTE	CONTRA COSTA	CA	94803
301	STAR ST	OAKLEY	CONTRA COSTA	CA	94561
355	CENTRAL AVE	PITTSBURG	CONTRA COSTA	CA	94565
9768	BROADMOOR DR	SAN RAMON	CONTRA COSTA	CA	94583
39	BETA COURT	SAN RAMON	CONTRA COSTA	CA	94583
1755	LOCUST ST	WALNUT CREEK	CONTRA COSTA	CA	94596
2600	CAMINO RAMON	SAN RAMON	CONTRA COSTA	CA	94583
2745	CLOVERDALE AVE	CONCORD	CONTRA COSTA	CA	94520
501	POMONA ST	CROCKETT	CONTRA COSTA	CA	94525
3920	SAN PABLO DAM RD	EL SOBRANTE	CONTRA COSTA	CA	94803
3610	HAPPY VALLEY RD	LAFAYETTE	CONTRA COSTA	CA	94549
7	ALTARINDA RD	ORINDA	CONTRA COSTA	CA	94563
3555	WILLOW PASS RD	PITTSBURG	CONTRA COSTA	CA	94565
335	CENTRAL AVENUE	PITTSBURG	CONTRA COSTA	CA	94565
2970	BEDFORD AVE	PLACERVILLE	EL DORADO	CA	95667
4191	SUNSET LANE	SHINGLE SPRINGS	EL DORADO	CA	95682
5030	PONY EXPRESS TRAIL	CEDAR GROVE	EL DORADO	CA	95667
281	INDUSTRIAL AVE	PLACERVILLE	EL DORADO	CA	95667
3107	US HWY 50	SOUTH LAKE TAHOE	EL DORADO	CA	95705
3107	HIGHWAY 50	MEYERS	EL DORADO	CA	
2633	SUSSEX AVENUE	SO. LAKE TAHOE	EL DORADO	CA	
525	E. SHAW AVE	CLOVIS	FRESNO	CA	93612
1431	MARION STREET	KINGSBURG	FRESNO	CA	93631
198	E. DURIAN ST	COALINGA	FRESNO	CA	93210
1445	1455 VAN NESS AVE.	FRESNO	FRESNO	CA	93700
4781	E. TULARE ST	FRESNO	FRESNO	CA	93702
420	W. SIERRA AVE	FRESNO	FRESNO	CA	93704
4309	N. POLK AVE	FRESNO	FRESNO	CA	93711
1250	ASHLAN AVE	FRESNO	FRESNO	CA	93704
2515	S. ORANGE AVENUE	FRESNO	FRESNO	CA	93725
1420	TUOLUMNE ST	FRESNO	FRESNO	CA	93706
5555	E. OLIVE ST	FRESNO	FRESNO	CA	93762
125	N. BUTTE ST	WILLOWS	GLENN	CA	95988
832	L STREET	FORTUNA	HUMBOLDT	CA	95540
1300	G STREET	ARCATA	HUMBOLDT	CA	95521
1818	F STREET	EUREKA	HUMBOLDT	CA	95501
0	4 MI S/O SCOTIA	SCOTIA	HUMBOLDT	CA	95565
5749	HUMBOLDT HILL RD	EUREKA	HUMBOLDT	CA	95501
0	5.5 MI N/E GRVL	GARBERVILLE	HUMBOLDT	CA	95440
301	E. STREET	BRAWLEY	IMPERIAL	CA	92227
100	W. SHERIDAN	CALEXICO	IMPERIAL	CA	92231
763	STATE STREET	EL CENTRO	IMPERIAL	CA	92243
1029	S 2ND ST	EL CENTRO	IMPERIAL	CA	92243
1021	CALIF ST	OILDALE	KERN	CA	93308
1918	M STREET	BAKERSFIELD	KERN	CA	93301
3221	S. H STREET	BAKERSFIELD	KERN	CA	93304
925	JEFFERSON STREET	DELANO	KERN	CA	93215

3501	COLUMBUS AVE	BAKERSFIELD	KERN	CA	93306
11609	ROSEDALE HWY	BAKERSFIELD	KERN	CA	93307
5650	ALDRIN CT	BAKERSFIELD	KERN	CA	93302
8313	E. SEGRUE RD	LAMONT	KERN	CA	93241
126	HEINLEIN	LEMOORE	KINGS	CA	93245
516	N. DOUTY STREET	HANFORD	KINGS	CA	93230
11091	AVENUE 10 1/2	HANFORD	KINGS	CA	93230
3775	MAIN ST	KELSEYVILLE	LAKE	CA	95451
740	CLOVER VALLEY RD	UPPER LAKE	LAKE	CA	95485
14902	PALMER AVE	CLEARLAKE	LAKE	CA	95422
2510	OLD STATE HWY 53	CLEARLAKE	LAKE	CA	95422
555	LAKEPORT BLVD	LAKEPORT	LAKE	CA	95453
4815	OAK GROVE	LA CANADA	LOS ANGELES	CA	91011
25624	WALNUT ST.	LOMITA	LOS ANGELES	CA	90717
1429	N. GOWER ST.	LOS ANGELES	LOS ANGELES	CA	90028
7323	SUNSET BLVD.	LOS ANGELES	LOS ANGELES	CA	90046
20660	PLUM CANYON RD	SAUGUS	LOS ANGELES	CA	91350
29300	N. ROADSIDE DR.	AGOURA HILLS	LOS ANGELES	CA	91301
33133	AGUA DULCE CYN. RD.	AGUA DULCE	LOS ANGELES	CA	91350
21	S. FIRST ST.	ALHAMBRA	LOS ANGELES	CA	91801
15	E. ALICE STREET	ARCADIA	LOS ANGELES	CA	91006
6931	ATLANTIC BLVD.	BELL	LOS ANGELES	CA	90201
490	N. FOOTHILL RD.	BEVERLY HILLS	LOS ANGELES	CA	90210
280	E. PALM AVE.	BURBANK	LOS ANGELES	CA	91502
3001	THORNTON AVE.	BURBANK	LOS ANGELES	CA	91504
4885	LAS VIRGENES ROAD	CALABASAS	LOS ANGELES	CA	91302
23600	PARK SORRENTO	CALABASAS	LOS ANGELES	CA	91302
22012	& 22018 VANOWEN ST.	CANOGA PARK	LOS ANGELES	CA	91303
28618	THE OLD ROAD	CASTAIC	LOS ANGELES	CA	91310
2010	CENTURY PARK EAST	CENTURY CITY	LOS ANGELES	CA	90067
608	E. COMPTON BLVD.	COMPTON	LOS ANGELES	CA	90220
3847	CARDIFF	CULVER CITY	LOS ANGELES	CA	90230
201	S. DOUGLAS ST.	EL SEGUNDO	LOS ANGELES	CA	90245
16208	S. VERMONT AVE.	GARDENA	LOS ANGELES	CA	90247
124	S. ORANGE ST.	GLENDALE	LOS ANGELES	CA	91204
12722	BIRCH	HAWTHORNE	LOS ANGELES	CA	90250
6822	SANTA FE AVE.	HUNTINGTON PARK	LOS ANGELES	CA	90255
301	LA BREA AVE.	INGLEWOOD	LOS ANGELES	CA	90301
2320	FOOTHILL BLVD.	LA CRESCENTA	LOS ANGELES	CA	91214
9550	PEARBLOSSOM HWY.	LITTLEROCK	LOS ANGELES	CA	93543
8530	AIRPORT BLVD.	LOS ANGELES	LOS ANGELES	CA	90045
10600	S. VERMONT AVE.	LOS ANGELES	LOS ANGELES	CA	90044
6900	S. VERMONT AVE.	LOS ANGELES	LOS ANGELES	CA	90044
3434	4TH STREET	LOS ANGELES	LOS ANGELES	CA	90063
6135	E. WHITTIER BLVD.	LOS ANGELES	LOS ANGELES	CA	90022
2445	DALY STREET	LOS ANGELES	LOS ANGELES	CA	90031
1207	N. AVENUE 56	LOS ANGELES	LOS ANGELES	CA	90042
1255	N. VERMONT AVE.	LOS ANGELES	LOS ANGELES	CA	90029
720	& 740 RAMPART	LOS ANGELES	LOS ANGELES	CA	90057

111	N. UNION AVE.	LOS ANGELES	LOS ANGELES	CA	90026
433	S. OLIVE ST.	LOS ANGELES	LOS ANGELES	CA	90013
501	& 495 E. VERNON AVE.	LOS ANGELES	LOS ANGELES	CA	90011
1900	& 1904 S. GRAND	LOS ANGELES	LOS ANGELES	CA	90007
1935	W. ADAMS BLVD.	LOS ANGELES	LOS ANGELES	CA	90018
666	S. LA BREA	LOS ANGELES	LOS ANGELES	CA	90036
8075	MELROSE AVE.	LOS ANGELES	LOS ANGELES	CA	90046
24705	NEWHALL AVE.	NEWHALL	LOS ANGELES	CA	91321
7744	LANKERSHIM BLVD.	NORTH HOLLYWOOD	LOS ANGELES	CA	91605
11270	& 11272 MAGNOLIA BL.	NORTH HOLLYWOOD	LOS ANGELES	CA	91601
8707	SHIRLEY AVE.	NORTHRIDGE	LOS ANGELES	CA	91324
901	E. PALMDALE BLVD.	PALMDALE	LOS ANGELES	CA	93550
37241	N. 47TH STREET EAST	PALMDALE	LOS ANGELES	CA	93550
15706	PARAMOUNT BLVD.	PARAMOUNT	LOS ANGELES	CA	90723
600	E. GREEN ST.	PASADENA	LOS ANGELES	CA	91109
1615	N. LAKE AVE.	PASADENA	LOS ANGELES	CA	91104
177	E. COLORADO BLVD.	PASADENA	LOS ANGELES	CA	91105
6827	& 6843 RESEDA BLVD.	RESEDA	LOS ANGELES	CA	91335
7840	E. GARVEY BLVD.	ROSEMEAD	LOS ANGELES	CA	91770
105	NO. SAN GABRIEL	SAN GABRIEL	LOS ANGELES	CA	91775
425	W. 5TH ST.	SAN PEDRO	LOS ANGELES	CA	90731
4480	KESTER AVE.	SHERMAN OAKS	LOS ANGELES	CA	91403
1415	MISSION ST.	SO. PASADENA	LOS ANGELES	CA	91030
18211	SOLEDAD CYN. RD.	SOLEMINT	LOS ANGELES	CA	91350
9420	LONG BEACH BLVD.	SOUTH GATE	LOS ANGELES	CA	90280
1307	CRAVENS BLVD.	TORRANCE	LOS ANGELES	CA	90501
6803	CEDROS AVE & 14709 V.	VAN NUYS	LOS ANGELES	CA	91405
6920	-6930 VAN NUYS BL	VAN NUYS	LOS ANGELES	CA	91405
1418	BROAD ST.	WILMINGTON	LOS ANGELES	CA	90744
420	S. GRAND AVE.	LOS ANGELES	LOS ANGELES	CA	90071
3233	W. VERNON AVE.	LOS ANGELES	LOS ANGELES	CA	90008
17200	VERMONT	GARDENA	LOS ANGELES	CA	90247
21	W. SANTA CLARA ST.	ARCADIA	LOS ANGELES	CA	91006
6707	SALT LAKE AVE.	BELL	LOS ANGELES	CA	90201
6685	TOPANGA CANYON BLVD.	CANOGA PARK	LOS ANGELES	CA	91303
26971	FURNIVALL	CANYON COUNTRY	LOS ANGELES	CA	91350
2420	YATES AVE.	COMMERCE	LOS ANGELES	CA	90040
806	ALAMEDA ST.	COMPTON	LOS ANGELES	CA	90221
9919	JEFFERSON BLVD.	CULVER CITY	LOS ANGELES	CA	90230
195	S. DOUGLAS ST.	EL SEGUNDO	LOS ANGELES	CA	90245
191	S. DOUGLAS ST.	EL SEGUNDO	LOS ANGELES	CA	90245
16208	S. VERMONT AVE	GARDENA	LOS ANGELES	CA	
515	PIONEER AVE.	GLENDALE	LOS ANGELES	CA	91203
124	S. ORANGE ST	GLENDALE	LOS ANGELES	CA	
2320	W. FOOTHILL BLVD	LA CANADA	LOS ANGELES	CA	
5041	REPETTO AVE.	LOS ANGELES	LOS ANGELES	CA	90022
316	N. JUANITA AVE.	LOS ANGELES	LOS ANGELES	CA	90004
4100	EAGLE ROCK BLVD.	LOS ANGELES	LOS ANGELES	CA	90065
3035	ANDRITA ST.	LOS ANGELES	LOS ANGELES	CA	90065

1010	WILSHIRE BLVD.	LOS ANGELES	LOS ANGELES	CA	90017
5035	COLISEUM ST.	LOS ANGELES	LOS ANGELES	CA	90008
608	E. COMPTON BLVD	LOS ANGELES	LOS ANGELES	CA	
6105	DELONGPRE AVENUE	LOS ANGELES	LOS ANGELES	CA	
2655	AVENUE Q	PALMDALE	LOS ANGELES	CA	93550
901	S. RAYMOND AVE.	PASADENA	LOS ANGELES	CA	91105
271	CARMELO AVE.	PASADENA	LOS ANGELES	CA	91107
18333	GAULT ST.	RESEDA	LOS ANGELES	CA	91335
8633	GRAND AVE.	ROSEMEAD	LOS ANGELES	CA	91770
16201	RAYMER ST.	VAN NUYS	LOS ANGELES	CA	91406
515	KING ST	CHOWCHILLA	MADERA	CA	93610
221	SO. E STREET	MADERA	MADERA	CA	93637
350	ALAMEDA DEL PRADO	IGNACIO	MARIN	CA	94934
7	KING STREET	LARKSPUR	MARIN	CA	94939
300E	BLITHEDALE AVE	MILL VALLEY	MARIN	CA	94941
7	PRO CTR PKWY	SAN RAFAEL	MARIN	CA	94903
220	SHAVER ST	SAN RAFAEL	MARIN	CA	94901
2000	BAYHILLS DR	SAN RAFAEL	MARIN	CA	94903
1165	TIBURON BLVD.	TIBURON	MARIN	CA	94920
360	SAN GERONIMO VALLEY	SAN GERONIMO	MARIN	CA	94963
96	LOUISE ST	SAN RAFAEL	MARIN	CA	94901
23	MARK DR	SAN RAFAEL	MARIN	CA	94903
414	TURNEY ST	SAUSALITO	MARIN	CA	94965
5.5 MI NE	EL PORTAL (TURTLEBACK)	YOSEMITE	MARIPOSA	CA	95389
	SENTINAL DOME	YOSEMITE	MARIPOSA	CA	95389
625	HOWARD ST	MENDOCINO	MENDOCINO	CA	95460
305	W. STEPHENSON	UKIAH	MENDOCINO	CA	95482
4.5	MI W/O LAYTONVIL	LAYTONVILLE	MENDOCINO	CA	95454
0	IN SEC 20 T12N R15W	POINT ARENA	MENDOCINO	CA	95468
0	6.5 MI S/E WILLITS	WILLITS	MENDOCINO	CA	95490
0	SE CORNER OF PEARL	WILLITS	MENDOCINO	CA	95490
447	N. FRANKLIN ST	FORT BRAGG	MENDOCINO	CA	95437
441	N. FRANKLIN ST.	FORT BRAGG	MENDOCINO	CA	95437
39021	SHWY 1	GUALALA	MENDOCINO	CA	95445
270	MAIN ST	POINT ARENA	MENDOCINO	CA	95468
300	KUKI ROAD	UKIAH	MENDOCINO	CA	95482
202	MADDEN	WILLITS	MENDOCINO	CA	
32750	EUREKA HILL ROAD	POINT ARENA AFB	MENDOCINO	CA	
440	18TH STREET	MERCED	MERCED	CA	95340
1860	WARDROBE	MERCED	MERCED	CA	95340
401	FRANKLIN ST	MONTEREY	MONTEREY	CA	93940
340	PAJARO STREET	SALINAS	MONTEREY	CA	93901
W/S	LYNCH CYN/OAK SHORES	BRADLEY	MONTEREY	CA	93426
0	S/W COR JUNIPERO ST	CARMEL	MONTEREY	CA	93921
6	W. CARMEL VLY RD	CARMEL VALLEY	MONTEREY	CA	93924
3	SPRECKELS BLVD	SALINAS	MONTEREY	CA	93901
33	SAN JUAN GRADE RD	SALINAS	MONTEREY	CA	93901
5	SEVENTH STREET	GONZALES	MONTEREY	CA	93926
17600	MORO ROAD	SALINAS	MONTEREY	CA	93901

316	GRIFFIN ST	SALINAS	MONTEREY	CA	93901
1060	TERVEN ST	SALINAS	MONTEREY	CA	93901
1300	CLAY ST	NAPA	NAPA	CA	94558
230	CAMINO ORUGA CT	NAPA	NAPA	CA	94558
2.30	CAMINO ORUGA CT	NAPA	NAPA	CA	94558
1240	OAK AVE	ST. HELENA	NAPA	CA	94574
305	SPRING ST	NEVADA CITY	NEVADA	CA	95959
10022	SPRING STREET	TRUCKEE	NEVADA	CA	96161
23337	STATE HWY 49	GRASS VALLEY	NEVADA	CA	95945
315	COLFAX AVE	GRASS VALLEY	NEVADA	CA	95945
23011	EL TORO	EL TORO	ORANGE	CA	92630
33	BUNSEN	IRVINE	ORANGE	CA	92618
4245	CHAPMAN	ORANGE	ORANGE	CA	92668
2525	ORANGE-OLIVE	ORANGE	ORANGE	CA	92665
401	CALLE LOS MOL	SAN CLEMENTE	ORANGE	CA	92672
25762	CAMINO DEL AVION	SAN JUAN CAPISTRA	ORANGE	CA	92675
5117	W. 1ST STREET	SANTA ANA	ORANGE	CA	92703
1971	IRVINE	TUSTIN	ORANGE	CA	92680
217	N. LEMON ST.	ANAHEIM	ORANGE	CA	92805
3502	W ORANGE	ANAHEIM	ORANGE	CA	92804
3031	E. LA PALMA	ANAHEIM	ORANGE	CA	92806
200	CENTER ST. PROMENADE	ANAHEIM	ORANGE	CA	92805
7295	COLUMBUS DRIVE	ANAHEIM	ORANGE	CA	92801
311	E. BALBOA	BALBOA	ORANGE	CA	92661
245	ORANGE	BREA	ORANGE	CA	92621
7701	ARTESIA	BUENA PARK	ORANGE	CA	90620
8925	ORANGETHORPE	BUENA PARK	ORANGE	CA	90621
4302	FORD ROAD (NEWPORT B	CORONA DEL MAR	ORANGE	CA	92660
1786	-96 ORANGE AVE	COSTA MESA	ORANGE	CA	92627
143/7	E.AMERIGE	FULLERTON	ORANGE	CA	92632
13062	EUCLID ST	GARDEN GROVE	ORANGE	CA	92643
2350	MAIN STREET	IRVINE	ORANGE	CA	92714
4918	IRVINE CNTR DRIVE	IRVINE	ORANGE	CA	92714
24421	ALISO CREEK RD	LAGUNA NIGUEL	ORANGE	CA	92677
27826	CENTER DRIVE	MISSION VIEJO	ORANGE	CA	92692
911	E CHAPMAN	ORANGE	ORANGE	CA	92666
901	E. KATELLA	ORANGE	ORANGE	CA	92667
1102	E. YORBA LINDA	PLACENTIA	ORANGE	CA	92670
30161	AVENTURA	RANCHO STA MARG.	ORANGE	CA	92688
507	N BUSH	SANTA ANA	ORANGE	CA	92701
3220	BRISTOL ST	SANTA ANA	ORANGE	CA	92704
1452	EDINGER	TUSTIN	ORANGE	CA	92680
19451	YORBA LINDA	YORBA LINDA	ORANGE	CA	92686
24875	CORBIT PLACE	YORBA LINDA	ORANGE	CA	92687
3923/	3925 E. CORONADO	ANAHEIM	ORANGE	CA	92807
8401	PAGE	BUENA PARK	ORANGE	CA	90621
2280	FAIRVIEW	COSTA MESA	ORANGE	CA	92626
4918	IRVINE CENTER DR.	IRVINE	ORANGE	CA	
27472	CAMINO CAPISTRANO	LAGUNA NIGUEL	ORANGE	CA	92677

27402	CAMINO CAPISTRANO	LAGUNA NIGUEL	ORANGE	CA	92677
311	E. BALBOA	NEWPORT BEACH	ORANGE	CA	
14451	MYFORD RD	TUSTIN	ORANGE	CA	92680
0	WALNUT STREET	LOOMIS	PLACER	CA	95650
9051	OLD HWY 80	NEWCASTLE	PLACER	CA	95658
1125	LINCOLN WAY	AUBURN	PLACER	CA	95603
5115	HIGH ST	ROCKLIN	PLACER	CA	95677
12920	EARHART AVE	AUBURN	PLACER	CA	95603
23337	STATE HWY 49	AUBURN	PLACER	CA	
3.6 MI NO.	OF BROCKAWAY	BROCKWAY	PLACER	CA	
0	TRUCKEE-TAHOE CITY	NORTH TAHOE	PLACER	CA	95700
25	MAIN ST	QUINCY	PLUMAS	CA	95971
4821	PEDLEY	PEDLEY	RIVERSIDE	CA	92509
16991	VAN BUREN BLVD	RIVERSIDE	RIVERSIDE	CA	92504
9129	MAGNOLIA & 3850 JACK	ARLINGTON	RIVERSIDE	CA	92503
511	JOY	CORONA	RIVERSIDE	CA	91720
3580	ORANGE	RIVERSIDE	RIVERSIDE	CA	92501
3073	ADAMS	RIVERSIDE	RIVERSIDE	CA	92504
7931	CALIFORNIA AVE	FAIR OAKS	SACRAMENTO	CA	95628
4752	ARCO ARENA BLVD.	NORTH SACRAMENT	SACRAMENTO	CA	95815
6700	7TH STREET	RIO LINDA	SACRAMENTO	CA	95673
3809	FLORIN RD	SACRAMENTO	SACRAMENTO	CA	95823
6441	CRAIGHURST DRIVE	NORTH HIGHLANDS	SACRAMENTO	CA	95660
2594	RIO LINDA BLVD	NORTH SACRAMENT	SACRAMENTO	CA	95815
3601	KINGS WAY	SACRAMENTO	SACRAMENTO	CA	95821
3333	BRADSHAW RD	SACRAMENTO	SACRAMENTO	CA	95820
3524	MARCONI AVE	SACRAMENTO	SACRAMENTO	CA	95821
1407/1423	J STREET	SACRAMENTO	SACRAMENTO	CA	95814
1020	ST ANDREWS DRIVE	FOLSOM	SACRAMENTO	CA	95630
12700	FOLSOM BLVD	FOLSOM	SACRAMENTO	CA	95630
5951	MAIN	ORANGEVALE	SACRAMENTO	CA	95662
2615	MERCANTILE DR	RANCHO CORDOVA	SACRAMENTO	CA	95670
2700	WATT AVENUE	SACRAMENTO	SACRAMENTO	CA	95821
1590	JULIESSE AVE	SACRAMENTO	SACRAMENTO	CA	95815
2216	STOCKTON BLVD	SACRAMENTO	SACRAMENTO	CA	95817
1821	24TH ST	SACRAMENTO	SACRAMENTO	CA	95816
8295	FRUITRIDGE RD	SACRAMENTO	SACRAMENTO	CA	95826
3675	T STREET	SACRAMENTO	SACRAMENTO	CA	95816
540	SALLY STREET	HOLLISTER	SAN BENTTO	CA	95023
110	3RD ST	SAN JUAN	SAN BENTTO	CA	95045
26840	BASELINE	HIGHLAND	SAN BERNARDINO	CA	92346
16816	ARROW	FONTANA	SAN BERNARDINO	CA	92335
495	S. RIVERSIDE	RIALTO	SAN BERNARDINO	CA	92376
120	SOUTH LINCOLN	EL CAJON	SAN DIEGO	CA	92020
9580	LAKEVIEW RD	LAKESIDE	SAN DIEGO	CA	92040
716	HIGHLAND	NATIONAL CITY	SAN DIEGO	CA	91950
14010	14016 MIDLAND AVE	POWAY	SAN DIEGO	CA	92064
325	TENTH	RAMONA	SAN DIEGO	CA	92065
8865	CUYAMACA	SANTEE	SAN DIEGO	CA	92071

2249	W. VICTORIA DR	ALPINE	SAN DIEGO	CA	91901
3368	HARDING	CARLSBAD	SAN DIEGO	CA	92008
2175	CAMINO VIDA ROBLE	CARLSBAD	SAN DIEGO	CA	92008
420	THIRD	CHULA VISTA	SAN DIEGO	CA	91910
1090	APACHE	CHULA VISTA	SAN DIEGO	CA	91910
756	ORANGE AVE.	CORONADO	SAN DIEGO	CA	92118
3020	DELMAR HEIGHTS	DEL MAR	SAN DIEGO	CA	92014
119/139	ROSEBAY DRIVE	ENCINITAS	SAN DIEGO	CA	92024
146	SO BROADWAY	ESCONDIDO	SAN DIEGO	CA	92025
2ND	AND BROADWAY	ESCONDIDO	SAN DIEGO	CA	92025
717	STAGE COACH LANE	FALLBROOK	SAN DIEGO	CA	92028
1288	PALM	IMPERIAL BEACH	SAN DIEGO	CA	91932
7569	GIRARD	LA JOLLA	SAN DIEGO	CA	92037
4711	SPRING	LA MESA	SAN DIEGO	CA	91941
2225	MISSION AVE	OCEANSIDE	SAN DIEGO	CA	92054
1670	CACTUS RD	OTAY MESA	SAN DIEGO	CA	92101
2825	GARNET	PACIFIC BEACH	SAN DIEGO	CA	92109
1075	HORNBLEND	PACIFIC BEACH	SAN DIEGO	CA	92109
11865	RANCHO BERNARDO	RANCHO BERNARD	SAN DIEGO	CA	92128
9554	TWIN TRAILS DR	RANCHO PENASQUIT	SAN DIEGO	CA	92129
2966	JAMACHA ROAD	RANCHO SAN DIEGO	SAN DIEGO	CA	92041
5928	LINEA DEL CIELO	RANCHO SANTA FE	SAN DIEGO	CA	92067
4569	COLLEGE AVE	SAN DIEGO	SAN DIEGO	CA	92115
3704	TENNYSON	SAN DIEGO	SAN DIEGO	CA	92107
9341	REGENTS RD	SAN DIEGO	SAN DIEGO	CA	92037
7847	LINDA VISTA	SAN DIEGO	SAN DIEGO	CA	92111
9059	MIRA MESA	SAN DIEGO	SAN DIEGO	CA	92126
7650	CONVOY CT	SAN DIEGO	SAN DIEGO	CA	92100
1125	NINTH	SAN DIEGO	SAN DIEGO	CA	92101
4890	MARKET	SAN DIEGO	SAN DIEGO	CA	92102
2228	SAIPAN	SAN DIEGO	SAN DIEGO	CA	92139
225	NO LAS POSAS RD	SAN MARCOS	SAN DIEGO	CA	92069
3930	BEYER	SAN YSIDRO	SAN DIEGO	CA	92073
28523	COLE GRADE RD	VALLEY CENTER	SAN DIEGO	CA	92082
234	INDIANA	VISTA	SAN DIEGO	CA	92083
4042	37TH STREET	SAN DIEGO	SAN DIEGO	CA	92105
7337	TRADE STREET	SAN DIEGO	SAN DIEGO	CA	92121
650	ROBINSON AVE	SAN DIEGO	SAN DIEGO	CA	92103
880	PALM CANYON DR	BORREGO SPRINGS	SAN DIEGO	CA	92004
778	ORANGE	CORONADO	SAN DIEGO	CA	92118
435	JOHNSON	EL CAJON	SAN DIEGO	CA	92020
950	W. WASHINGTON AVE	ESCONDIDO	SAN DIEGO	CA	92025
2229	MISSION AVE	OCEANSIDE	SAN DIEGO	CA	92054
7910	OTHELLO	SAN DIEGO	SAN DIEGO	CA	92111
9790	OLSON DRIVE	SAN DIEGO	SAN DIEGO	CA	92123
7250	CONVOY CT.	SAN DIEGO	SAN DIEGO	CA	92111
7597	RAYTHEON RD.	SAN DIEGO	SAN DIEGO	CA	92111
3850	ASH AVENUE	SAN DIEGO	SAN DIEGO	CA	92105
3750	HOME AVE	SAN DIEGO	SAN DIEGO	CA	92105

1	MCCOPPIN ST	SAN FRANCISCO	SAN FRANCISCO	CA	94103
470	W. PORTAL AVE	SAN FRANCISCO	SAN FRANCISCO	CA	94127
3333	25TH ST	SAN FRANCISCO	SAN FRANCISCO	CA	94110
389	9TH AVE	SAN FRANCISCO	SAN FRANCISCO	CA	94118
2345	PINE ST	SAN FRANCISCO	SAN FRANCISCO	CA	94115
1515	19TH AVE	SAN FRANCISCO	SAN FRANCISCO	CA	94122
555	PINE STREET	SAN FRANCISCO	SAN FRANCISCO	CA	94108
611	FOLSOM ST	SAN FRANCISCO	SAN FRANCISCO	CA	94107
610	BRANNAN STREET	SAN FRANCISCO	SAN FRANCISCO	CA	94107
1330	16TH ST	SAN FRANCISCO	SAN FRANCISCO	CA	94103
1812	COLEY AVE	ESCALON	SAN JOAQUIN	CA	95320
124	W. ELM ST	LODI	SAN JOAQUIN	CA	95241
345	N. SAN JOAQUIN	STOCKTON	SAN JOAQUIN	CA	95202
907	LINCOLN RD	STOCKTON	SAN JOAQUIN	CA	95207
10	E. 12TH STREET	TRACY	SAN JOAQUIN	CA	95376
7644	N. ASHLEY LANE	STOCKTON	SAN JOAQUIN	CA	95205
2300	E. EIGHT MILE RD.	STOCKTON	SAN JOAQUIN	CA	95205
4051	NEWTON RD	STOCKTON	SAN JOAQUIN	CA	95205
788	MAIN STREET	MORRO BAY	SAN LUIS OBISPO	CA	93442
730	15TH STREET	PASO ROBLES	SAN LUIS OBISPO	CA	93446
225	N. HALCYON RD	ARROYO GRANDE	SAN LUIS OBISPO	CA	93420
6220	ATASCADERO AVE	ATASCADERO	SAN LUIS OBISPO	CA	93422
133	SAN RAFAEL ST	AVILA BEACH	SAN LUIS OBISPO	CA	93424
2053	10TH STREET	BAYWOOD PARK	SAN LUIS OBISPO	CA	93401
65	13TH STREET	CAYUCOS	SAN LUIS OBISPO	CA	93430
908	28TH ST	PASO ROBLES	SAN LUIS OBISPO	CA	93446
196	SUBURBAN RD	SAN LUIS OBISPO	SAN LUIS OBISPO	CA	93401
1121	JEFFERSON AVE	REDWOOD CITY	SAN MATEO	CA	94063
1101	SAN MATEO AVE	SAN BRUNO	SAN MATEO	CA	94066
1480	BURLINGAME AVE	BURLINGAME	SAN MATEO	CA	94010
0	KELLY AVE	HALF MOON BAY	SAN MATEO	CA	94019
2950	SANDHILL RD	MENLO PARK	SAN MATEO	CA	94025
10	MAGNOLIA AVE	MILLBRAE	SAN MATEO	CA	94030
325	REINA DEL MAR	PACIFICA	SAN MATEO	CA	94044
537	LAUREL ST	SAN CARLOS	SAN MATEO	CA	94070
23	28TH AVE	SAN MATEO	SAN MATEO	CA	94403
1477	HUNTINGTON AVE	SOUTH SAN FRANCISCO	SAN MATEO	CA	94080
262	E. 19TH AVE	SAN MATEO	SAN MATEO	CA	94403
305	HOPE ST	MOUNTAIN VIEW	SANTA CLARA	CA	94040
345	HAMILTON AVE	PALO ALTO	SANTA CLARA	CA	94301
3350	BIRCH ST	PALO ALTO	SANTA CLARA	CA	94306
155	S. WHITE RD	SAN JOSE	SANTA CLARA	CA	95127
234	CARROLL ST	SUNNYVALE	SANTA CLARA	CA	94086
61	N. SAN ANTONIO AVE	LOS ALTOS	SANTA CLARA	CA	94022
76	CARLO ST	MILPITAS	SANTA CLARA	CA	95035
1615	FOXWORTHY RD	SAN JOSE	SANTA CLARA	CA	95118
20	SHENADO PLACE	SAN JOSE	SANTA CLARA	CA	95136
6801	ALMADEN RD	SAN JOSE	SANTA CLARA	CA	95120
3880	SAN FELIPE RD	SAN JOSE	SANTA CLARA	CA	95121

205	BAILEY AVE	SAN JOSE	SANTA CLARA	CA	95141
6245	DIAL WAY	SAN JOSE	SANTA CLARA	CA	95129
1717	BELLOMY ST	SANTA CLARA	SANTA CLARA	CA	95050
1140	N. MATHILDA AVE	SUNNYVALE	SANTA CLARA	CA	94086
95	ALMADEN AVE	SAN JOSE	SANTA CLARA	CA	95113
2211	JUNCTION AVENUE	SAN JOSE	SANTA CLARA	CA	95131
1700	SPACE PARK DR	SANTA CLARA	SANTA CLARA	CA	95050
190	N. FIFTH ST	SAN JOSE	SANTA CLARA	CA	95197
145	S MONTGOMERY STREET	SAN JOSE	SANTA CLARA	CA	95110
3475B	N. FIRST ST.	SAN JOSE	SANTA CLARA	CA	95134
3042	ROSE AVE	SAN JOSE	SANTA CLARA	CA	95127
3598	HILLCAP AVE	SAN JOSE	SANTA CLARA	CA	95136
5285	DOYLE RD	SAN JOSE	SANTA CLARA	CA	95129
1654	BURDETTE AVENUE	SAN JOSE	SANTA CLARA	CA	
485	SO. MONROE ST.	SAN JOSE	SANTA CLARA	CA	
20	CALIFORNIA AVE	SAN MARTIN	SANTA CLARA	CA	95046
3025	RAYMOND ST	SANTA CLARA	SANTA CLARA	CA	95050
1188	EVELYN AVENUE	SUNNYVALE	SANTA CLARA	CA	94086
9575	LOVECREEK	BEN LOMOND	SANTA CRUZ	CA	95005
6206	HWY 9	FELTON	SANTA CRUZ	CA	95018
709	CENTER ST	SANTA CRUZ	SANTA CRUZ	CA	95060
3640	CAPITOLA RD	SANTA CRUZ	SANTA CRUZ	CA	95060
855	POLO AVE	APTOS	SANTA CRUZ	CA	95003
340	RODRIGUEZ ST	WATSONVILLE	SANTA CRUZ	CA	95076
7070	SOQUEL AVE	SANTA CRUZ	SANTA CRUZ	CA	95060
4623	SCOTTS VALLEY DRIVE	SCOTTS VALLEY	SANTA CRUZ	CA	95060
515	CHAPPELL RD.	WATSONVILLE	SANTA CRUZ	CA	95076
2225	HARTNELL AVE	REDDING	SHASTA	CA	96002
1638	PINE ST	REDDING	SHASTA	CA	96001
0	HOADLEY PK TRINITY	FRENCH GULCH	SHASTA	CA	96033
4434	MOUNTAIN LAKES BLVD.	REDDING	SHASTA	CA	96003
4710	MOUNTAIN LAKES	REDDING	SHASTA	CA	96003
1608	MCCONNELL ST	SHASTA LAKE	SHASTA	CA	
0	SEC 12 T19N R10E	GALLOWAY RIDGE	SIERRA	CA	95936
314	PINE STREET	YREKA	SISKIYOU	CA	96097
5964	SHASTA AVE	DUNSMUIR	SISKIYOU	CA	96025
108	OREM STREET	MOUNT SHASTA	SISKIYOU	CA	96067
117	S. WEED BLVD	WEED	SISKIYOU	CA	96094
935	E. 2ND ST	BENICIA	SOLANO	CA	94510
738	WEBSTER	FAIRFIELD	SOLANO	CA	94533
340	ELIZABETH ST	VACAVILLE	SOLANO	CA	95688
730	CAROLINA ST	VALLEJO	SOLANO	CA	94590
3235	N. TEXAS STREET	FAIRFIELD	SOLANO	CA	94533
249	LOPES RD	CORDELIA	SOLANO	CA	94533
5210	COMMERCE BLVD	ROHNERT PARK	SONOMA	CA	94928
17021	CEDAR AVE	SONOMA	SONOMA	CA	95476
9499	OLD REDWOOD HWY	COTATI	SONOMA	CA	94928
247	EAST STREET	HEALDSBURG	SONOMA	CA	95448
3713	BOHEMIA HIGHWAY	OCCIDENTAL	SONOMA	CA	95465

125	LIBERTY ST	PETALUMA	SONOMA	CA	94952
6000	STATE FARM DR	ROHNERT PARK	SONOMA	CA	94928
516	THIRD STREET	SANTA ROSA	SONOMA	CA	95401
478	LOS ALAMOS RD	SANTA ROSA	SONOMA	CA	95405
7430	BODEGA AVE	SEBASTOPOL	SONOMA	CA	95472
3884	SEBASTOPOL RD	SANTA ROSA	SONOMA	CA	95401
3260	SEBASTOPOL RD 1	SANTA ROSA	SONOMA	CA	95407
325	N. CENTER ST	TURLOCK	STANISLAUS	CA	95380
1025	13TH STREET	MODESTO	STANISLAUS	CA	95354
2728	3RD ST	MODESTO	STANISLAUS	CA	95351
1548	CARPENTER RD	MODESTO	STANISLAUS	CA	95351
1412	GRANITE LANE	MODESTO	STANISLAUS	CA	95351
121	POPLAR AVE	OAKDALE	STANISLAUS	CA	95361
551	S. CENTER ST	TURLOCK	STANISLAUS	CA	95380
0	N/W COR 2ND + D ST.	MERIDIAN	SUTTER	CA	95957
0	N/W COR PLGV AVENUE	PLEASANT GROVE	SUTTER	CA	95668
960	FRANKLIN BLVD	YUBA CITY	SUTTER	CA	95991
1314	MARIN ST	CORNING	TEHAMA	CA	96021
533	HICKORY ST	RED BLUFF	TEHAMA	CA	96075
140	N. L STREET	TULARE	TULARE	CA	93274
217	W. ACEQUIA ST	VISALIA	TULARE	CA	93277
149	N. HOCKETT ST	PORTERVILLE	TULARE	CA	93257
526	N. BARNETT	TIPTON	TULARE	CA	93272
245	CAIN AVE	VISALIA	TULARE	CA	93277
0	SECO STREET	JAMESTOWN	TUOLUMNE	CA	95327
0	N/S PINECRT AVE	PINECREST	TUOLUMNE	CA	95364
31	WILLIAM ST	SONORA	TUOLUMNE	CA	95370
142	W. PONDEROSA	SONORA	TUOLUMNE	CA	95370
22940	EAST AVENUE	TWAIN HARTE	TUOLUMNE	CA	
739	E. SANTA CLARA ST.	VENTURA	VENTURA	CA	93001
4220	E. MAIN ST.	VENTURA	VENTURA	CA	93003
233	A STREET	FILLMORE	VENTURA	CA	93015
400	MINOR ST.	MOORPARK	VENTURA	CA	93021
202	W. OJAI	OJAI	VENTURA	CA	93023
10609	TELEGRAPH RD.	SATICOY	VENTURA	CA	93003
2692	LOS ANGELES AVE.	SIMI	VENTURA	CA	93065
2250	WARD AVENUE	SIMI	VENTURA	CA	93065
1264	CALLENS RD.	VENTURA	VENTURA	CA	93003
629	LINCOLN AVE	WOODLAND	YOLO	CA	95695
917	JEFFERSON BLVD	WEST SACRAMENTO	YOLO	CA	95691
3900	CHANNEL DR	WEST SACRAMENTO	YOLO	CA	95691
230	C STREET	DAVIS	YOLO	CA	95616
1777	CEBRIAN STREET	WEST SACRAMENTO	YOLO	CA	95691
421	F STREET	MARYSVILLE	YUBA	CA	95901

EXHIBIT

B

EXHIBIT B (Business and Professions Code § 17200 Penalty Splits)

Attorney General, District Attorney or City Attorney Office Receiving Business and Professions Code §17200 Penalties	TOTAL PAYMENTS	2006 PAYMENT	2007 PAYMENT	2008 PAYMENT	2009 PAYMENT
Alameda	\$ 1,285,000.00	\$ 321,250.00	\$ 321,250.00	\$ 321,250.00	\$ 321,250.00
Alpine	\$ 9,000.00	\$ 2,250.00	\$ 2,250.00	\$ 2,250.00	\$ 2,250.00
Amador	\$ 9,000.00	\$ 2,250.00	\$ 2,250.00	\$ 2,250.00	\$ 2,250.00
Attorney General	\$ 1,285,000.00	\$ 321,250.00	\$ 321,250.00	\$ 321,250.00	\$ 321,250.00
Butte	\$ 9,000.00	\$ 2,250.00	\$ 2,250.00	\$ 2,250.00	\$ 2,250.00
Calaveras	\$ 9,000.00	\$ 2,250.00	\$ 2,250.00	\$ 2,250.00	\$ 2,250.00
Contra Costa	\$ 151,000.00	\$ 37,750.00	\$ 37,750.00	\$ 37,750.00	\$ 37,750.00
El Dorado	\$ 9,000.00	\$ 2,250.00	\$ 2,250.00	\$ 2,250.00	\$ 2,250.00
Humboldt	\$ 9,000.00	\$ 2,250.00	\$ 2,250.00	\$ 2,250.00	\$ 2,250.00
Kings	\$ 9,000.00	\$ 2,250.00	\$ 2,250.00	\$ 2,250.00	\$ 2,250.00
Lake	\$ 9,000.00	\$ 2,250.00	\$ 2,250.00	\$ 2,250.00	\$ 2,250.00
Los Angeles City	\$ 125,000.00	\$ 31,250.00	\$ 31,250.00	\$ 31,250.00	\$ 31,250.00
Los Angeles	\$ 645,000.00	\$ 161,250.00	\$ 161,250.00	\$ 161,250.00	\$ 161,250.00
Madera	\$ 9,000.00	\$ 2,250.00	\$ 2,250.00	\$ 2,250.00	\$ 2,250.00
Mariposa	\$ 9,000.00	\$ 2,250.00	\$ 2,250.00	\$ 2,250.00	\$ 2,250.00
Mendocino	\$ 9,000.00	\$ 2,250.00	\$ 2,250.00	\$ 2,250.00	\$ 2,250.00
Merced	\$ 9,000.00	\$ 2,250.00	\$ 2,250.00	\$ 2,250.00	\$ 2,250.00
Monterey	\$ 1,285,000.00	\$ 321,250.00	\$ 321,250.00	\$ 321,250.00	\$ 321,250.00
Nevada	\$ 9,000.00	\$ 2,250.00	\$ 2,250.00	\$ 2,250.00	\$ 2,250.00
Orange	\$ 100,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
Riverside	\$ 50,000.00	\$ 12,500.00	\$ 12,500.00	\$ 12,500.00	\$ 12,500.00
San Benito	\$ 9,000.00	\$ 2,250.00	\$ 2,250.00	\$ 2,250.00	\$ 2,250.00
San Bernardino	\$ 50,000.00	\$ 12,500.00	\$ 12,500.00	\$ 12,500.00	\$ 12,500.00

EXHIBIT B (Business and Professions Code § 17200 Penalty Splits)

Attorney General District Attorney or City Attorney Office Receiving Business and Professions Code § 17200 Penalties	TOTAL PAYMENTS	2006 PAYMENT	2007 PAYMENT	2008 PAYMENT	2009 PAYMENT
San Diego City	\$ 645,000.00	\$ 161,250.00	\$ 161,250.00	\$ 161,250.00	\$ 161,250.00
San Diego	\$ 1,285,000.00	\$ 321,250.00	\$ 321,250.00	\$ 321,250.00	\$ 321,250.00
San Joaquin	\$ 1,285,000.00	\$ 321,250.00	\$ 321,250.00	\$ 321,250.00	\$ 321,250.00
San Luis Obispo	\$ 125,000.00	\$ 31,250.00	\$ 31,250.00	\$ 31,250.00	\$ 31,250.00
Santa Clara	\$ 50,000.00	\$ 12,500.00	\$ 12,500.00	\$ 12,500.00	\$ 12,500.00
Shasta	\$ 9,000.00	\$ 2,250.00	\$ 2,250.00	\$ 2,250.00	\$ 2,250.00
Sierra	\$ 9,000.00	\$ 2,250.00	\$ 2,250.00	\$ 2,250.00	\$ 2,250.00
Siskiyou	\$ 9,000.00	\$ 2,250.00	\$ 2,250.00	\$ 2,250.00	\$ 2,250.00
Solano	\$ 1,285,000.00	\$ 321,250.00	\$ 321,250.00	\$ 321,250.00	\$ 321,250.00
Sonoma	\$ 151,000.00	\$ 37,750.00	\$ 37,750.00	\$ 37,750.00	\$ 37,750.00
Stanislaus	\$ 9,000.00	\$ 2,250.00	\$ 2,250.00	\$ 2,250.00	\$ 2,250.00
Tehama	\$ 9,000.00	\$ 2,250.00	\$ 2,250.00	\$ 2,250.00	\$ 2,250.00
Trinity	\$ 9,000.00	\$ 2,250.00	\$ 2,250.00	\$ 2,250.00	\$ 2,250.00
Tuolumne	\$ 9,000.00	\$ 2,250.00	\$ 2,250.00	\$ 2,250.00	\$ 2,250.00
Yuba	\$ 9,000.00	\$ 2,250.00	\$ 2,250.00	\$ 2,250.00	\$ 2,250.00
	\$ 10,000,000.00	\$ 2,500,000.00	\$ 2,500,000.00	\$ 2,500,000.00	\$ 2,500,000.00

EXHIBIT

C

EXHIBIT C (Health and Safety Code § 25299 Penalty Splits)

COUNTY/AGENCY RECEIVING §25299 PENALTIES	TOTAL PAYMENTS	2006 PAYMENT	2007 PAYMENT	2008 PAYMENT	2009 PAYMENT
Alameda - Alameda County Environmental Health	\$ 126,000.00	\$ 31,500.00	\$ 31,500.00	\$ 31,500.00	\$ 31,500.00
Alameda - Berkeley Toxics Management Division	\$ 3,000.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00
Alameda - Fremont Fire	\$ 56,000.00	\$ 14,000.00	\$ 14,000.00	\$ 14,000.00	\$ 14,000.00
Alameda - Hayward Fire	\$ 56,000.00	\$ 14,000.00	\$ 14,000.00	\$ 14,000.00	\$ 14,000.00
Alameda - Livermore/Pleasanton Fire	\$ 15,000.00	\$ 3,750.00	\$ 3,750.00	\$ 3,750.00	\$ 3,750.00
Alameda - Oakland Fire Department	\$ 112,000.00	\$ 28,000.00	\$ 28,000.00	\$ 28,000.00	\$ 28,000.00
Alameda - San Leandro Fire	\$ 3,000.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00
Alameda - Union City Environmental Programs Division	\$ 3,000.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00
Alpine	\$ 3,000.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00
Amador	\$ 6,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
Butte	\$ 56,000.00	\$ 14,000.00	\$ 14,000.00	\$ 14,000.00	\$ 14,000.00
Calaveras	\$ 3,000.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00
Contra Costa	\$ 63,000.00	\$ 15,750.00	\$ 15,750.00	\$ 15,750.00	\$ 15,750.00
El Dorado	\$ 12,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
Fresno	\$ 174,000.00	\$ 43,500.00	\$ 43,500.00	\$ 43,500.00	\$ 43,500.00
Humboldt	\$ 15,000.00	\$ 3,750.00	\$ 3,750.00	\$ 3,750.00	\$ 3,750.00
Imperial	\$ 59,000.00	\$ 14,750.00	\$ 14,750.00	\$ 14,750.00	\$ 14,750.00
Kern - City of Bakersfield Fire Department	\$ 59,000.00	\$ 14,750.00	\$ 14,750.00	\$ 14,750.00	\$ 14,750.00
Kern - Environmental Health Services Department	\$ 12,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
Kings	\$ 59,000.00	\$ 14,750.00	\$ 14,750.00	\$ 14,750.00	\$ 14,750.00
Lake	\$ 62,000.00	\$ 15,500.00	\$ 15,500.00	\$ 15,500.00	\$ 15,500.00

EXHIBIT C (Health and Safety Code § 25299 Penalty Splits)

COUNTY/AGENCY RECEIVING §25299 PENALTIES	TOTAL PAYMENTS	2006 PAYMENT	2007 PAYMENT	2008 PAYMENT	2009 PAYMENT
Los Angeles - Burbank	\$ 6,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
Los Angeles - El Segundo	\$ 6,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
Los Angeles - Glendale	\$ 6,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
Los Angeles - Los Angeles City	\$ 205,000.00	\$ 51,250.00	\$ 51,250.00	\$ 51,250.00	\$ 51,250.00
Los Angeles - Pasadena	\$ 62,000.00	\$ 15,500.00	\$ 15,500.00	\$ 15,500.00	\$ 15,500.00
Los Angeles - Torrance Fire Dept	\$ 3,000.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00
Los Angeles County CUPA - Los Angeles County Public Works	\$ 440,000.00	\$ 110,000.00	\$ 110,000.00	\$ 110,000.00	\$ 110,000.00
Madera	\$ 6,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
Marin	\$ 77,000.00	\$ 19,250.00	\$ 19,250.00	\$ 19,250.00	\$ 19,250.00
Mariposa	\$ 6,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
Mendocino	\$ 71,000.00	\$ 17,750.00	\$ 17,750.00	\$ 17,750.00	\$ 17,750.00
Merced	\$ 53,000.00	\$ 13,250.00	\$ 13,250.00	\$ 13,250.00	\$ 13,250.00
Monterey County CUPA	\$ 74,000.00	\$ 18,500.00	\$ 18,500.00	\$ 18,500.00	\$ 18,500.00
Napa	\$ 53,000.00	\$ 13,250.00	\$ 13,250.00	\$ 13,250.00	\$ 13,250.00
Nevada	\$ 12,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
Orange - Anaheim Fire Department	\$ 65,000.00	\$ 16,250.00	\$ 16,250.00	\$ 16,250.00	\$ 16,250.00
Orange - City of Fullerton Environmental Health	\$ 3,000.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00
Orange - City of Orange Fire Department	\$ 12,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
Orange - Orange County Environmental Health	\$ 169,000.00	\$ 42,250.00	\$ 42,250.00	\$ 42,250.00	\$ 42,250.00
Orange - Santa Ana Fire Department	\$ 9,000.00	\$ 2,250.00	\$ 2,250.00	\$ 2,250.00	\$ 2,250.00

EXHIBIT C (Health and Safety Code § 25299 Penalty Splits)

COUNTY/AGENCY RECEIVING §25299 PENALTIES	TOTAL PAYMENTS	2006 PAYMENT	2007 PAYMENT	2008 PAYMENT	2009 PAYMENT
Placer	\$ 18,000.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00
Riverside	\$ 65,000.00	\$ 16,250.00	\$ 16,250.00	\$ 16,250.00	\$ 16,250.00
Sacramento	\$ 51,000.00	\$ 12,750.00	\$ 12,750.00	\$ 12,750.00	\$ 12,750.00
San Benito	\$ 6,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
San Bernardino	\$ 9,000.00	\$ 2,250.00	\$ 2,250.00	\$ 2,250.00	\$ 2,250.00
San Diego County Environmental Health Department	\$ 341,000.00	\$ 85,250.00	\$ 85,250.00	\$ 85,250.00	\$ 85,250.00
San Francisco	\$ 24,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
San Joaquin County Environmental Health Department	\$ 238,000.00	\$ 59,500.00	\$ 59,500.00	\$ 59,500.00	\$ 59,500.00
San Luis Obispo	\$ 124,000.00	\$ 31,000.00	\$ 31,000.00	\$ 31,000.00	\$ 31,000.00
San Mateo	\$ 77,000.00	\$ 19,250.00	\$ 19,250.00	\$ 19,250.00	\$ 19,250.00
Santa Clara - City of Mountain View Fire	\$ 3,000.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00
Santa Clara - City of San Jose - Fire Department	\$ 142,000.00	\$ 35,500.00	\$ 35,500.00	\$ 35,500.00	\$ 35,500.00
Santa Clara - City of Santa Clara Fire Department	\$ 6,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
Santa Clara - City of Milpitas Fire Department	\$ 3,000.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00
Santa Clara - County of Santa Clara Environmental Health	\$ 9,000.00	\$ 2,250.00	\$ 2,250.00	\$ 2,250.00	\$ 2,250.00
Santa Clara - Palo Alto Fire	\$ 6,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
Santa Clara - Sunnyvale Department of Public Safety	\$ 9,000.00	\$ 2,250.00	\$ 2,250.00	\$ 2,250.00	\$ 2,250.00

EXHIBIT C (Health and Safety Code § 25299 Penalty Splits)

COUNTY/AGENCY RECEIVING §25299 PENALTIES	TOTAL PAYMENTS	2006 PAYMENT	2007 PAYMENT	2008 PAYMENT	2009 PAYMENT
Santa Cruz	\$ 71,000.00	\$ 17,750.00	\$ 17,750.00	\$ 17,750.00	\$ 17,750.00
Shasta	\$ 12,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
Sierra	\$ 3,000.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00
Siskiyou	\$ 12,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
Solano	\$ 62,000.00	\$ 15,500.00	\$ 15,500.00	\$ 15,500.00	\$ 15,500.00
Sonoma - City of Healdsburg/City of Sebastopol	\$ 6,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
Sonoma - County of Sonoma - Dept. of Emergency Services	\$ 15,000.00	\$ 3,750.00	\$ 3,750.00	\$ 3,750.00	\$ 3,750.00
Sonoma - Petaluma Fire Department	\$ 3,000.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00
Sonoma - Santa Rosa Fire	\$ 56,000.00	\$ 14,000.00	\$ 14,000.00	\$ 14,000.00	\$ 14,000.00
Stanislaus	\$ 109,000.00	\$ 27,250.00	\$ 27,250.00	\$ 27,250.00	\$ 27,250.00
Tehama	\$ 6,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
Trinity	\$ 3,000.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00
Tulare	\$ 12,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
Tuolumne	\$ 62,000.00	\$ 15,500.00	\$ 15,500.00	\$ 15,500.00	\$ 15,500.00
Ventura	\$ 74,000.00	\$ 18,500.00	\$ 18,500.00	\$ 18,500.00	\$ 18,500.00
Yolo	\$ 85,000.00	\$ 16,250.00	\$ 16,250.00	\$ 16,250.00	\$ 16,250.00
Yuba	\$ 3,000.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00
Total of §25299 Payments	\$ 4,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00

EXHIBIT

D

Exhibit "D" to Consent Judgment for Civil Penalties and Injunctive Relief,
People v. Pacific Bell Telephone Company dba AT&T California

DECLARATION FOR RECEIPT OF CIVIL PENALTIES
PAID PURSUANT TO COURT ORDER,
PEOPLE v. PACIFIC BELL TELEPHONE COMPANY DBA AT&T CALIFORNIA

I, (Name of Declarant), declare as follows:

1. I am the (Title) for (Name of Agency). I am authorized to make this declaration on behalf of the agency. I have personal knowledge of the facts stated in this declaration and if called to testify regarding those facts, I would do so.
2. (Name of Agency) has a special account as required by California Health and Safety Code section 25299(h)(2) in which it can deposit any penalties or fines pursuant to California Health and Safety Code section 25299(h)(1). Furthermore, any fines or penalties deposited into that special account can be expended only to fund the activities of (Name of Agency) in enforcing Chapter 6.7, Division 20, California Health and Safety Code with the jurisdiction of the agency pursuant to the uniform program specified in Chapter 6.11, Division 20, California Health and Safety Code.
3. Any civil penalties paid to (Name of Agency) pursuant to the order of the Superior Court in the matter of People v. Pacific Bell Telephone Company dba AT&T California will be deposited into the special account referenced in Paragraph 2, above.
4. (Name of Agency) has received a copy of the Consent Judgment entered in People v. Pacific Bell Telephone Company dba AT&T California.
5. I understand that if the civil penalties paid to (Name of Agency) are not deposited into the special account or used as required, there can be sanctions taken against (Name of Agency) for violation of the order of the Superior Court.

I declare under the laws of the State of California that the foregoing is true and correct. Executed this (Day of month) day of (Month, Year) in (City), California.

(Signature)

(Name of Declarant)

EXHIBIT

E

Exhibit "E"

Outline of California Compliance Management System (CCMS) Program Components

A. Program Outline

Settling Defendant will implement a Compliance Management System in the areas of hazardous waste, hazardous materials, and underground storage tanks at each of the Covered Facilities that remain in operation at the time of entry of the Consent Judgment and any other facility of Settling Defendant which uses underground tank systems and which first commences operations after entry of the Consent Judgment (collectively referred to as "CCMS Facilities). The CCMS will incorporate the eight components outlined below:

1. Corporate Environmental Compliance Commitment
2. Environmental Compliance Staffing and Organizational Structure
3. Environmental Compliance Requirement Identification
4. Environmental Compliance Procedures
5. Environmental Compliance Training and Awareness
6. Environmental Compliance Information Systems
7. Environmental Compliance Verification and Auditing
8. Environmental Compliance Measurement and Accountability

The CCMS will be designed to achieve each of the component objectives stated below and will include the elements described in the following sections.

B. Corporate Environmental Compliance Commitment Component

Objective: To establish a "culture of environmental compliance" throughout the organization.

Component Elements: This component consists of the following elements:

1. Adoption of a corporate environmental policy that clearly communicates management commitment to achieving environmental compliance and continuous improvement in environmental performance. (*)¹
2. Establishment of an Executive Environmental Council to oversee CCMS implementation and California environmental performance. (*)
3. Incorporation of environmental performance objectives in key environmental and key non-environmental employee position descriptions and incorporation of environmental considerations in hiring and disciplinary decisions as appropriate. Covered non-environmental employee positions include business unit Environmental Coordinators, Site Managers, and other business unit employees that Settling Defendant may identify.

C. Environmental Compliance Staffing and Organizational Structure Component

Objective: To clearly define roles and responsibilities for environmental compliance and provide adequate resources to carry out assigned responsibilities.

Component Elements: This component consists of the following elements:

1. Development of organizational roles and responsibilities for environmental compliance and CCMS implementation covering Environmental Management staff and Business Unit staff. (*)
2. Establishment of business unit Environmental Coordinators to coordinate overall business unit environmental functions, Site Managers to provide environmental implementation and oversight at sites, and individual Site Coordinators to handle specified day-to-day requirements at each site. (*)
3. Completion of a resource assessment for Environmental Management staff and Site Managers along with an annual process for updating this resource assessment. (*)

D. Environmental Compliance Requirement Identification Component

Objective: To identify current regulatory and statutory requirements applicable to Settling Defendants' CCMS Facilities and update such requirements over time to reflect regulatory and statutory changes.

¹ Elements marked with an asterisk (*) are ones that are to be developed within 270 days following entry of the Consent Judgment and fully described in the CCMS Manual.

Component Elements: This component consists of the following elements:

1. Development of a list of compliance requirements by statute/regulation/agency that remains current over time. (*)
2. Development of a list of compliance requirements by type of facility that remains current over time. (*)
3. Development of a process to track statutory and regulatory changes and incorporate those changes into the CCMS. (*)

E. Environmental Compliance Procedures Component

Objective: To clearly assign responsibilities and develop procedures and management practices that address compliance requirements at CCMS Facilities.

Component Elements: This component consists of the following elements:

1. Development of a standardized format for all procedures. The format will clarify who implements each aspect of the procedure, what events trigger implementation of the procedure, verification methods for assessing procedure implementation, and simple job aids to facilitate use of the procedure. (*)
2. Development of procedures covering compliance topics listed in the Compliance Requirement Identification Component. These procedures will address obligations of both Environmental Management staff and Business Unit staff. (*)
3. Development of a Change Management procedure. A Change Management procedure is designed to identify and review facility changes such as personnel changes, equipment changes, and chemical changes so that impacts on environmental compliance requirements can be addressed in a timely manner.
4. Development of procedures covering the implementation of CCMS requirements as necessary. For example, these procedures will include procedures for assessing and auditing facilities, performing awareness training, and internally collecting and reporting CCMS performance measurements.
5. Placement of procedures on Settling Defendant's intranet. (*)

F. Environmental Compliance Training and Awareness Component

Objective: To ensure that each employee that can impact environmental compliance at CCMS Facilities is knowledgeable about Settling Defendant's commitment to environmental compliance and his individual role in achieving it.

Component Elements: This component consists of the following elements:

1. Development of a training plan by job function for Environmental Management staff and appropriate Business Unit staff. The training plan will address mandatory compliance training as well as relevant and appropriate awareness training. (*)
2. Development of a training tracking system that can document environmental training and that is capable of identifying individuals whose training must be updated. (*)
3. Development of training materials that address mandatory training and awareness training for managers and non-managers. (*)
4. Implementation of an annual and new employee training certification program that confirms that each employee that can impact environmental performance understands his/her environmental responsibilities and has adequate guidance and training to perform these responsibilities.
5. Development of awareness training updates based on Settling Defendant performance results. (*)
6. Supplemental spill response training will be completed within 60 days of entry of the Consent Judgment. The supplemental training will be given to the Environmental Management staff and business unit managers and employees who work in areas where hazardous materials are present. The training will address spill reporting requirements in California. Settling Defendant's spill reporting procedures, and Settling Defendant's spill response procedures. It will also review Settling Defendant's previous twelve months of experience with spills and spill response. The training program may be tailored to take into consideration categories of employees, by position, receiving the training. Settling Defendant's training tracking system will identify employees who begin work at Covered Facilities after the completion of the spill response training so that these employees can receive training prior to regular annual refresher training. (*)
7. Development of a plan to ensure that environmental contractors performing compliance requirements for the Settling Defendant are aware of Settling Defendant performance expectations.

G. Environmental Compliance Information Systems Component

Objective: To develop a computerized, facility-based data management system designed to provide early warning of time-sensitive compliance obligations, notification of activities that can trigger compliance requirements, and documentation of key environmental compliance information and performance trends.

Component Elements: This component consists of the following elements:

1. Development of a data system capable of capturing Settling Defendant's compliance performance as measured by Local Agency inspections and by internal Settling Defendant assessments/audits. (*)
2. Completion of a business requirements design document covering an enhanced integrated compliance data management system. The goal of the system is to identify compliance requirements in sufficient time to ensure their successful implementation and to document compliance performance. (*)
3. Completion of the system as outlined in the business requirements design document.

H. Environmental Compliance Verification and Auditing Component

Objective: To establish a process for self-identification and correction of compliance excursions and to collect adequate information to evaluate whether the CCMS is achieving performance improvements over time.

Component Elements: This component consists of the following elements:

1. Development of facility self-assessment protocols by type of facility and performance of annual self-assessments at each facility location against these protocols. (*)
2. Development of a system and process to track and close out self-assessment findings. (*)
3. Development of an annual audit strategy to be implemented by the Settling Defendant. Development of necessary protocols to implement the audit strategy. The audit strategy should include the performance of at least three programmatic audits per year on topics relevant to CCMS implementation and compliance with the matters covered by this Consent Judgment. The topics of the audit strategy can vary by year. (*)
4. Implementation of programmatic audits as presented in the annual audit strategy and implementation of corrective actions to address audit findings.
5. Development of a system and process to track and close out Settling Defendant internal audit findings. (*)

6. Development of a semi-annual operational reporting program for key business unit managers. The reporting program will cover selected activities within a business unit manager's areas of responsibility that relate to compliance performance at CCMS Facilities. The scope of reporting can be phased. Its purpose is to track the status of key operational controls that facilitate achievement of environmental compliance. (*)
7. Development of a system and process to track and close out Local Agency inspection findings. (*)
8. Ongoing analyses of inspections, self-assessments, and audit trends over time and across facilities with identification and implementation of further CCMS enhancements as necessary. (*)

I. Environmental Compliance Measurement and Accountability Component

Objective: To identify a reasonable set of good compliance measurements and processes that will allow tracking of compliance performance over time at CCMS Facilities and will allow management to hold individuals and organizational entities responsible for environmental performance components within their sphere of control and responsibility.

Component Elements: This component consists of the following elements:

1. Development of a reasonable set of environmental performance measures with appropriate definitions. The measures will include measures of Settling Defendant's compliance performance at CCMS Facilities, measures of CCMS implementation status, and other key environmental performance measures. Settling Defendant may phase in the set of measures. (*)
2. Development of a methodology for collecting environmental performance measure data and reporting the resulting performance measures to appropriate management. (*)
3. Development of environmental performance objectives for key managers/staff and incorporation of those objectives into performance appraisals using objective measurements wherever possible.

EXHIBIT

F

Exhibit "F"

**California Compliance Management System (CCMS)
Implementation Protocol**

Settling Defendant will develop and implement a CCMS that meets the coverage requirements of Exhibit "E" in accordance with the implementation conditions and schedule set out below.

I. Definitions

- A. "CCMS" means an environmental management system covering environmental compliance requirements at Settling Defendant's facilities operated in the State of California. The CCMS includes eight key components identified in Exhibit "E" which, when taken as a whole, are designed to ensure consistent current and future environmental compliance. Each of the eight components includes a clear objective and set of implementation elements.
- B. "CCMS Implementation Schedule" means a list of dates for completion of each of the elements within the eight CCMS components.
- C. "CCMS Systems Audit" means an audit of the CCMS to determine whether the CCMS is designed and implemented consistent with the specifications identified in Exhibit "E" and in Settling Defendant's CCMS Manual.
- D. "CCMS Manual" means a paper and/or electronic compilation of documentation and information describing the scope and components of the completed CCMS. One section of the CCMS Manual will discuss CCMS implementation including individuals (by position) who are responsible for CCMS implementation and proposed schedules for implementation of each system component.
- E. "Environmental Compliance Requirements" means all applicable Federal, State, and local environmental statutes and regulations, including permits and enforceable agreements between Settling Defendant and the respective environmental regulatory agencies with California jurisdiction in the areas of hazardous waste, hazardous materials, and underground storage tanks.
- F. "CCMS Facilities" means all Covered Facilities addressed in Paragraph 2 of the Consent Judgment that are operating at the time of entry of the Consent Judgment and any other facility of Settling Defendant which uses underground tank systems and first commences operations after entry of the Consent Judgment.

- G. "Follow-up Audit Plan" means a corrective action plan developed in response to a CCMS Systems Audit for the purpose of achieving reasonably diligent CCMS implementation.
- H. "Independent Auditor" means the independent third-party environmental auditor hired by Settling Defendant and approved by Plaintiffs to conduct CCMS Systems Audits at the 30th and 54th month after Consent Judgment. The independent auditor cannot be an entity that was involved in the design and development of the CCMS.
- I. "Independent Audit Report" means a CCMS audit report completed by an independent auditor according to the protocol specified in this Exhibit .
- J. "Independent Audit Deficiency" means an independent audit finding that must be remedied before Settling Defendant can be found to meet the standard of "reasonably diligent implementation" of the CCMS.
- K. "Reasonably Diligent Implementation" means all eight components of the CCMS are developed and in the process of being implemented and there is improvement in implementation effectiveness and compliance performance over time.

II. CCMS Development and Implementation Requirements and Schedule

- A. Within 60 days of entry of this Consent Judgment, Settling Defendant shall develop a CCMS Implementation Schedule and submit the Schedule to Plaintiff.
- B. Within 9 months of this Consent Judgment, Settling Defendant shall complete the CCMS Manual and submit the Manual to Plaintiff for review and comment.
 - 1. The Manual shall describe each of the CCMS components and elements and will discuss how they combine to provide assurance of current and future compliance.
 - 2. The Manual shall incorporate an electronic compilation of documentation demonstrating the completed CCMS items and shall provide a work plan and schedule for completion of any items that are still under development. At a minimum, development of elements noted with an asterisk in Exhibit "E" will be completed by the CCMS Manual submission date.
 - 3. The Manual shall include a discussion of how key CCMS elements will be integrated into ongoing business unit operations and evaluated and improved over time as needed.
 - 4. The Manual shall include a summary chart showing which CCMS components the Settling Defendant is relying upon to ensure that each of the injunctive relief compliance items in this Consent Judgment are met.

5. The Manual shall include a section that discusses CCMS implementation including specification of Environmental Management and Business Unit individuals (by position) who are responsible for CCMS implementation and proposed schedules for implementation of each system component.
 6. At Plaintiff's request, Settling Defendant will provide, within 14 days following the request, a briefing describing the CCMS components and elements. Settling Defendant will review, consider, and provide a written response to Plaintiff's comments, if any, within 30 days of receipt.
- C. Within 75 days of when Settling Defendant has completed the CCMS Manual and reviewed and responded to Plaintiff's comments on the Manual, Settling Defendant will disseminate the key information in the CCMS Manual to all its affected business unit managers.
 - D. No later than 24 months after this Consent Judgment is entered with the Court, Settling Defendant will complete the development of all items described in Exhibit "E" and will modify the CCMS Manual as required.

III. CCMS Reporting to Plaintiff

A. Environmental Performance Reporting

1. Settling Defendant shall submit a quarterly report to the prosecutors summarizing the following information for CCMS Facilities:
 - a. Spills and Accidental Releases – For the relevant quarterly period, Settling Defendant shall provide (i) a copy of whatever internally documented regular "spill logs" it maintains for hazardous material spills (including petroleum) occurring during that period, and (ii) a list of any additional accidental releases (other than those reflected on the spill log) occurring during that period which are required to be reported to government agencies under applicable laws.
 - b. Local Agency Inspections – Number and location of inspections, summary of hazardous waste, hazardous materials, and underground storage tank issues raised in the inspections, and a summary of Settling Defendant corrective actions. Settling Defendant shall also provide Plaintiff with an electronic file of government inspection findings at Covered Facilities which have received inspection reports during the reporting period.
 - c. Identification of New Compliance Requirements enacted through statute or regulation, along with effective dates, that apply to Settling Defendants' CCMS Facilities within the areas covered by this Consent Judgment.

2. Settling Defendant shall submit a format for these quarterly reports within 45 days of entry of this Consent Judgment. Settling Defendant will incorporate any revisions required by Plaintiff within 14 days of final communication by Plaintiff. The first quarterly report will be due no later than April 30, 2006 or 90 days after entry of the Consent Judgment (whichever is later). Subsequent quarterly reports will be submitted within 30 days after the last day of March, June, September, and December. Quarterly reports will continue for 24 months after entry of the Consent Judgment by the Court. For the following 36 months, Settling Defendant will submit semi-annual reports. If Settling Defendant has successfully implemented the CCMS as demonstrated by the 54-month independent audit, environmental performance reporting can cease after 60 months.
3. The quarterly environmental performance reports submitted by Settling Defendant at 12 and 24 months after entry of this Consent Judgment will include a certification by a Settling Defendant responsible corporate official that Settling Defendant has materially complied with the terms of the injunctive provisions, with any exceptions noted. The certification shall rely on on-site evaluations by Settling Defendant of no less than 50 randomly selected facilities that have underground storage tanks.

IV. CCMS Independent Audits

- A. By the 30th month after entry of this Consent Judgment, Settling Defendant will engage an independent entity with knowledge of California environmental regulatory requirements and experience in the evaluation of environmental management systems to conduct a CCMS Systems Audit. Within 28 months after entry of this Consent Judgment, Settling Defendant will submit the name and qualifications of the proposed independent auditor to Plaintiff for review. If Plaintiff has reasonable concerns about the independence or the qualifications of the proposed auditor, it will raise such concerns within 14 days of the identification of the proposed auditor. Settling Defendant will address Plaintiff's concerns about the independence or qualifications of the proposed independent auditor and will provide an alternative independent auditor if concerns cannot be resolved.
- B. The selected independent auditor, in conjunction with the Settling Defendant, will develop the CCMS Systems Audit protocol and provide it to Plaintiff for review and comment by the end of the 31st month. The protocol for the 30th month independent CCMS Systems Audit shall be designed to allow the auditor to:
 1. Identify whether each of the eight CCMS components specified in Exhibit "E", including elements identified within each of the eight components, has been developed.

2. Identify whether the CCMS, as developed and implemented, is consistent with the final CCMS Manual.
 3. Identify whether the implementation of the CCMS has reasonably met the objectives specified in Exhibit "E" for each of the eight CCMS components.
 4. Conduct a programmatic review of compliance performance in the area of underground storage tanks including an assessment of whether there are any systematic gaps in the CCMS, whether CCMS procedures are generally followed, and whether Local Agency inspections and Settling Defendant internal assessments/audits demonstrate performance improvement over time. The 30th month audit will evaluate performance for the most recent 12-month period and will compare it with results from the Baseline Performance Period. (The Baseline Performance Period will be specified in the protocol. It may vary based on compliance topic and available information but will generally encompass some or all of the time frame beginning twelve months before entry of the Consent Judgment and ending twelve months after entry of the Consent Judgment.)
 5. Conduct a programmatic review of compliance performance in the area of hazardous waste including an assessment of whether there are any systematic gaps in the CCMS, whether CCMS procedures are generally followed, and whether Local Agency inspections and Settling Defendant internal assessments/audits demonstrate performance improvement over time. The 30th month audit will evaluate performance for the most recent 12-month period and will compare it with results from the Baseline Performance Period as discussed above.
 6. Conduct a programmatic review of compliance performance in the area of hazardous materials including an assessment of whether there are any systematic gaps in the CCMS, whether CCMS procedures are generally followed, and whether Local Agency inspection and Settling Defendant internal assessments/audits demonstrate performance improvement over time. The 30th month audit will evaluate performance for the most recent 12-month period and will compare it with results from the Baseline Performance Period as discussed above.
- C. Plaintiff will have 14 days to provide any comments on the protocol and Settling Defendant will respond to comments and finalize the protocol by no later than the end of the 32nd month.
- D. One or more representatives from the Settling Defendant with a comprehensive understanding of the CCMS will accompany the independent audit team to assist the team in understanding how the CCMS works and applies to specific operations and

employees. These individuals may not interfere with the independent judgment of the independent auditor team.

E. The independent auditor will complete a Draft Independent Audit Report within 60 days after the finalization of the CCMS System Audit protocol and will provide the draft report to Settling Defendant and Plaintiff. Settling Defendant will have 7 days to identify any clear errors or misunderstandings and the independent audit team will finalize the report no later than 15 days after the submission date of the Draft Independent Audit Report. The Final Independent Audit Report will be provided to Settling Defendant and Plaintiff and shall determine whether Settling Defendant has been reasonably diligent in its implementation of the CCMS. The report shall also identify deficiencies that must be addressed in order for Settling Defendant to meet this standard. In addition to these key items, the audit report shall contain the following information:

1. Audit scope, including the period of time covered by the audit;
2. The dates of the audit and the locations where it was conducted;
3. Identification of audit team members;
4. Identification of Settling Defendant representatives involved in the audit;
5. A summary of the audit protocol with a detailed description of all items reviewed and any obstacles identified;
6. Detailed audit findings including the basis for each finding that a CCMS component is adequately implemented as well as the basis for identified deficiencies;
7. Certification by the independent auditor that the CCMS audit was conducted in accordance with the provisions of this Consent Judgment.

Settling Defendant shall have 30 days after receipt of the final independent CCMS Systems Audit Report to provide Plaintiff with a Follow-up Audit Plan including specific deliverables, responsibility assignments, and implementation schedules required to correct any deficiencies raised in the independent CCMS Systems Audit report.

F. By the 54th month after entry of this Consent Judgment, Settling Defendant shall engage an independent auditor to perform a second independent CCMS Systems Audit. Settling Defendant may engage the same auditor that performed the 30th month audit or may engage another independent auditor satisfactory to Plaintiff. The protocol for the 54-month audit will incorporate all items covered above for the 30-

month audit but will also specifically evaluate performance since the 30-month audit. The schedule and process for completing the 54-month audit will parallel the schedule and process for completing the 30-month CCMS Systems Audit as discussed above.

V. Comments from Plaintiff

Any comments by Plaintiff on the CCMS components and elements are entirely voluntary. Such comments or the lack of comments in response to a submission by or on behalf of Settling Defendant shall not excuse or be a defense to any non-compliance of Settling Defendant with applicable environmental statutes, regulations, and ordinances.

EXHIBIT

G

EXHIBIT G (Costs)

PAYEE	TOTAL AMOUNT DUE
ATTORNEY GENERAL	\$ 105,276
ALAMEDA COUNTY DISTRICT ATTORNEY	\$ 327,050
Alameda County Environmental Health	\$ 6,500
City of Berkeley Toxics Management Division	\$ 1,000
City of Hayward Fire Department	\$ 2,000
City of Fremont Fire Department	\$ 1,500
City of Livermore/Pleasanton Fire Department	\$ 3,000
City of Oakland Fire Department	\$ 3,500
City of San Leandro Fire Department	\$ 1,000
City of Union City Fire Department	\$ 500
CDAACIRCUITPROSECUTORFORAMADORCOUNTY	\$ 500
Amador County CUPA	\$ 400
CDAACIRCUITPROSECUTORFORBUTTECOUNTY	\$ 2,800
Butte County CUPA	\$ 2,240
CDAACIRCUITPROSECUTORFORCALAVERASCOUNTY	\$ 2,800
Calaveras County CUPA	\$ 2,240
CONTRACOSTACOUNTYDISTRICTATTORNEY	\$ 2,090
Contra Costa County Environmental Health	\$ 200
CDAACIRCUITPROSECUTORFORELDORADOCOUNTY	\$ 2,825
El Dorado County CUPA	\$ 2,240
CDAACIRCUITPROSECUTORFORHUMBOLDTCOUNTY	\$ 625
Humboldt County CUPA	\$ 200

EXHIBIT G (Costs)

PAYEE	TOTAL AMOUNT DUE
CDAACIRCUITPROSECUTORFORKINGSCOUNTY	\$ 2,000
Kings County CUPA	\$ 1,600
LOSANGELESCITYATTORNEY	\$ 5,553
Los Angeles City Fire Department	\$ 1,600
LOSANGELESCOUNTYDISTRICTATTORNEY	\$ 46,421
Los Angeles County Department of Public Works	\$ 21,000
CDAACIRCUITPROSECUTORFORLAKECOUNTY	\$ 625
Lake County CUPA	\$ 825
CDAACIRCUITPROSECUTORFORMENDOCINOCOUNTY	\$ 375
Mendocino County CUPA	\$ 3,200
CDAACIRCUITPROSECUTORFORMERCEDCOUNTY	\$ 2,800
Merced County CUPA	\$ 2,240
CDAACIRCUITPROSECUTORFORMODOCCOUNTY	\$ 375
Modoc County CUPA	\$ 300
MONTEREYCOUNTYDISTRICTATTORNEY	\$ 67,076
Monterey County Environmental Health	\$ 7,500
CDAACIRCUITPROSECUTORFORNEVADACOUNTY	\$ 500
Nevada County CUPA	\$ 600
ORANGECOUNTYDISTRICTATTORNEY	\$ 2,788
Anaheim Fire Department	\$ 2,600
Santa Ana Fire Department	\$ 850
Orange County Environmental Health	\$ 9,150
City of Orange Fire Department	\$ 1,200
City of Fullerton Environmental Health	\$ 300
CDAACIRCUITPROSECUTORFORPLUMASCOUNTY	\$ 375

EXHIBIT G (Costs)

PAYEE	TOTAL AMOUNT DUE
Plumas County CUPA	\$ 300
SAN BERNARDINO COUNTY DISTRICT ATTORNEY	\$ 2,000
San Bernardino County CUPA	\$ 4,100
SAN DIEGO CITY ATTORNEY	\$ 75,151
SAN DIEGO COUNTY DISTRICT ATTORNEY	\$ 105,870
San Diego County Environmental Health	\$ 28,000
SAN JOAQUIN COUNTY DISTRICT ATTORNEY	\$ 281,716
San Joaquin County CUPA	\$ 13,000
SAN LUIS OBISPO COUNTY DISTRICT ATTORNEY	\$ 2,500
San Luis Obispo County CUPA	\$ 2,000
SANTA CLARA COUNTY DISTRICT ATTORNEY	\$ 469
City of San Jose Fire Department	\$ 400
City of Palo Alto Fire Department	\$ 200
County of Santa Clara Environmental Health	\$ 200
CDAACIRCUIT PROSECUTOR FOR SHASTA COUNTY	\$ 375
Shasta County CUPA	\$ 400
CDAACIRCUIT PROSECUTOR FOR SISKIYOU COUNTY	\$ 375
Siskiyou County CUPA	\$ 300
SOLANO COUNTY DISTRICT ATTORNEY	\$ 219,812
Solano County CUPA	\$ 5,000
SONOMA COUNTY DISTRICT ATTORNEY	\$ 2,500
Sonoma County CUPA	\$ 2,500
CDAACIRCUIT PROSECUTOR FOR STANISLAUS COUNTY	\$ 2,800
Stanislaus County CUPA	\$ 2,240
STATE WATER RESOURCES CONTROL BOARD	\$ 3,000

**EXHIBIT G
(Costs)**

PAYEE	TOTAL AMOUNT DUE
CDAACIRCUITPROSECUTORFORTEHAMACOUNTY	\$ 375
Tehama County CUPA	\$ 300
CDAACIRCUITPROSECUTORFORTRINITYCOUNTY	\$ 375
Trinity County CUPA	\$ 300
CDAACIRCUITPROSECUTORFORYUBACOUNTY	\$ 500
Yuba County CUPA	\$ 100
SOLANOCOUNTYDISTRICTATTORNEY'SOFFICE for vendor payment	\$ 43,486
SOLANOCOUNTYDISTRICTATTORNEY for vendor payment	\$ 17,016
Accounting/Disbursement (Payable to San Joaquin County District Attorney)	\$ 30,000
TOTAL	\$ 1500,000