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15 Additional Counsel Listed as Signatories
16 *Attorneys for Plaintiff, People of the State of California*

17 SUPERIOR COURT OF CALIFORNIA
18 COUNTY OF ALAMEDA

19 THE PEOPLE OF THE STATE OF CALIFORNIA,
20 Plaintiff,

21 v.

22 SERVICE KING PAINT & BODY, LLC, a Texas
23 limited liability company,
24 Defendant.

Case No.

RG19-040085

STIPULATION FOR ENTRY OF FINAL
JUDGMENT AND INJUNCTION, AND
ORDER OF FINAL JUDGMENT AND
INJUNCTION

Exempt from fees per Gov. Code, § 6103

FILED
ALAMEDA COUNTY
OCT 25 2019
CLERK OF THE SUPERIOR COURT
By *Danielle H. [Signature]* Deputy

25 Plaintiff, THE PEOPLE OF THE STATE OF CALIFORNIA, generally appearing through its
26 attorneys, Nancy E. O'Malley, District Attorney of Alameda County; Jackie Lacey, District Attorney
27 of Los Angeles County; Todd Spitzer, District Attorney of Orange County; R. Scott Owens, District
28 Attorney of Placer County; Michael A. Hestrin, District Attorney of Riverside County; Anne Marie
Schubert, District Attorney of Sacramento County; Jason Anderson, District Attorney of San

1 Bernardino County; Summer Stephan, District Attorney of San Diego County; Jeffrey F. Rosen,
2 District Attorney of Santa Clara County; Amanda L. Hopper, District Attorney of Sutter County; and
3 Jeff W. Reisig, District Attorney of Yolo County (collectively, "the People"); and Defendant
4 SERVICE KING PAINT & BODY, LLC, a Texas limited liability company (hereafter "Defendant"),
5 generally appearing through its attorneys, Clark Hill LLP, by Georges A. Haddad, hereby stipulate
6 and agree as follows:

7 1. This Court may enter this Final Judgment and Injunction ("Final Judgment") before
8 the taking of any proof and without trial or adjudication of any fact or law on *ex parte* request of any
9 Party and without notice to the other Parties;

10 2. This Final Judgment is a fair and reasonable resolution of the matters alleged in the
11 People's Complaint;

12 3. Entry of this Final Judgment is not an admission by Defendant regarding any issue of
13 law or fact in the above-captioned matter or any violation of any law; and

14 4. The People and Defendant (collectively, "the Parties") waive any right to set aside the
15 Final Judgment through any collateral attack, and further waive their right to appeal from the Final
16 Judgment.

17 NOW THEREFORE, the People and Defendant having requested that this Court enter this
18 Final Judgment, and the Court having considered the Final Judgment reached between the Parties,

19 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

20 **1. JURISDICTION**

21 The Parties are generally appearing before the Superior Court of California, County of
22 Alameda, which has subject matter jurisdiction over the matters alleged in this action and personal
23 jurisdiction over the Parties to this Final Judgment.

24 **2. SETTLEMENT OF DISPUTED CLAIMS**

25 The Parties have stipulated and consented to the entry of this Final Judgment prior to the
26 taking of any proof, and without trial or adjudication of facts or law herein. The Court finds that this
27 Final Judgment is a fair and reasonable resolution of the Covered Matters (as defined in Paragraph 6
28 below), and pursuant to agreement of the Parties, the right to appeal is waived.

1 **3. DEFINITIONS**

2 Except where otherwise expressly defined in this Final Judgment, all terms shall be
3 interpreted consistent with Chapters 6.5 and 6.95 of Division 20 of the Health and Safety Code and
4 the regulations promulgated under these chapters.

5 “Certified Unified Program Agency” or “CUPA” is defined in Health and Safety Code
6 section 25404(a) and means the agency certified by the California Environmental Protection Agency
7 pursuant to the requirements of Chapter 6.11 of Division 20 of the Health and Safety Code, and Title
8 27 of the California Code of Regulations, to implement and enforce certain state environmental
9 programs requirements specified in Health and Safety Code section 25404(c)(1).

10 “Facilities” means the body shop locations within the State of California listed in Exhibit A
11 that Defendant currently owns or operates, or formerly owned or operated, and all other body shop
12 locations within the State of California that Defendant owns or operates subsequent to the effective
13 date of this Final Judgment until termination of the injunctive provisions of this Final Judgment.

14 “Participating Agency” or “PA” is defined in Health and Safety Code section 25404(a) and
15 means a state or local agency that has been designated by the CUPA, pursuant to a written
16 agreement, to implement and enforce one or more state environmental program elements specified in
17 Health and Safety Code section 25404(c)(1).

18 **4. INJUNCTIVE RELIEF**

19 **4.1. Applicability**

20 The provisions of this injunction are applicable to Defendant, its successors and assigns, and
21 the following persons and entities with notice of this injunction: Defendant’s officers, directors,
22 employees, agents, affiliates, subsidiaries, and parents acting in concert with Defendant.

23 **4.2. General Injunctive Provision**

24 Pursuant to the provisions of Health and Safety Code sections 25181, 25184, 25515.6, and
25 25515.8, and Business and Professions Code section 17203, Defendant is enjoined from violating
26 Chapters 6.5 and 6.95 of Division 20 of the Health and Safety Code and the regulations promulgated
27 under these chapters, and from violating Civil Code section 1798.81. Notwithstanding any other
28 provision in this Final Judgment, nothing in this Final Judgment shall relieve Defendant from

1 prospectively complying with any and all applicable laws and regulations, nor shall any term of this
2 Final Judgment extend to Defendant's facilities outside the State of California.

3 **4.3. Specific Injunctive Provisions**

4 Pursuant to Health and Safety Code sections 25181, 25184, 25515.6, and 25515.8, and
5 Business and Professions Code section 17203, Defendant is enjoined, restrained, and prohibited from
6 doing any of the following:

7 4.3.a. Disposing, or causing the disposal, of hazardous waste at a point not authorized by
8 law, in violation of Health and Safety Code sections 25189 and 25189.2, including, but not limited
9 to, the disposal of hazardous waste into any trash container, dumpster, or compactor at the Facilities,
10 or causing the disposal of hazardous waste at a transfer station or landfill that is not authorized to
11 accept hazardous waste;

12 4.3.b. Transporting, transferring custody of, or causing to be transported in California any
13 hazardous waste unless the transporter is registered to transport hazardous waste, as required by
14 Health and Safety Code section 25163;

15 4.3.c. Transporting, or causing to be transported any hazardous waste to an unauthorized
16 location in California, in violation of Health and Safety Code section 25189.5;

17 4.3.d. Failing to determine if a waste generated at the Facilities is a hazardous waste, as
18 required by California Code of Regulations, title 22, sections 66262.11 and 66260.200(c);

19 4.3.e. Failing to properly mark, label, and store containers and tanks of hazardous waste at
20 the Facilities, as required by California Code of Regulations, title 22, section 66262.34;

21 4.3.f. Storing and accumulating hazardous waste at the Facilities beyond the time limits
22 permitted by law and as required by California Code of Regulations, title 22, section 66262.34;

23 4.3.g. Failing to properly use and complete a uniform hazardous waste manifest prior to
24 transportation of hazardous waste from the Facilities, as required by Health and Safety Code section
25 25160;

26 4.3.h. Failing to timely file with the Department of Toxic Substance Control ("DTSC") a
27 hazardous waste manifest for all hazardous waste that is transported, or submitted for transportation,
28 for offsite handling, treatment, storage, disposal, or any combination thereof, from any Facility, as

1 required by Health and Safety Code section 25160(b)(3) and California Code of Regulations, title 22,
2 section 66262.23;

3 4.3.i. Failing to contact the owner or operator of a designated facility that was to receive
4 hazardous waste from Defendant to determine the status of the hazardous waste, in the event
5 Defendant has not received a copy of the manifest signed by all transporters and the facility operator
6 within thirty-five (35) days of the date the waste was accepted by the initial transporter, as required
7 by Health and Safety Code section 25160(b)(3) and California Code of Regulations, title 22, section
8 66262.42;

9 4.3.j. Failing to timely notify the DTSC by filing an exception report concerning a
10 treatment, storage, or disposal facility's failure to return any executed manifest, as required by Health
11 and Safety Code section 25160(b)(3) and California Code of Regulations, title 22, section 66262.42;

12 4.3.k. Failing to use proper consolidated manifesting procedures for each shipment of
13 hazardous waste that meets the requirements for consolidated manifesting procedures, as required by
14 Health and Safety Code sections 25160.2 and 25160.23;

15 4.3.l. Failing to maintain copies of uniform hazardous waste manifests and consolidated
16 manifests for three (3) years, as required by Health and Safety Code section 25160.2(b)(3) and
17 California Code of Regulations, title 22, section 66262.40;

18 4.3.m. Failing to properly close and maintain hazardous waste containers, as required by
19 California Code of Regulations, title 22, section 66265.173;

20 4.3.n. Failing to segregate incompatible hazardous wastes, as required by California Code of
21 Regulations, title 22, section 66265.177;

22 4.3.o. Failing to conduct inspections of hazardous waste storage areas, at least weekly, at the
23 Facilities, as required by California Code of Regulations, title 22, section 66265.174;

24 4.3.p. Failing to comply with employee training and record-keeping requirements, pertaining
25 to the handling of hazardous waste, as required by California Code of Regulations, title 22, section
26 66265.16;

27 4.3.q. Failing to properly manage universal waste, including, but not limited to non-empty
28 aerosol cans within the meaning of Health and Safety Code section 25201.16, at the Facilities, as

1 required by California Code of Regulations, title 22, sections 66273.1 *et seq.*; or in the alternative,
2 failing to manage such waste as hazardous waste in violation of Chapter 6.5 and its implementing
3 regulations in California Code of Regulations, title 22;

4 4.3.r. Failing to keep a record of each shipment of universal waste sent from the Facilities,
5 as required by California Code of Regulations, title 22, section 66273.39;

6 4.3.s. Failing to establish, implement, maintain, update, or submit, as required by Chapter
7 6.95 of Division 20 of the Health and Safety Code, a hazardous materials business plan (“HMBP”),
8 for each Facility, meeting the requirements listed in Health and Safety Code sections 25505 and
9 California Code of Regulations, title 19, section 2650 *et seq.*;

10 4.3.t. Failing to immediately report upon discovery any release or threatened release of any
11 hazardous material at any Facility, as required by Health and Safety Code section 25510 and
12 California Code of Regulations, title 19, section 2631 *et seq.*;

13 4.3.u. Failing to implement, maintain, and comply with an employee training program as
14 required by Health and Safety Code section 25505(a)(4), and California Code of Regulations, title
15 19, section 2659, including, but not limited to, hazardous materials handling, business and area plans,
16 and safety procedures in the event of a release or threatened release of a hazardous material; and

17 4.3.v. Failing to take reasonable steps to dispose, or arrange for the disposal, of customer
18 records containing personal information when the records are no longer to be retained by each
19 Facility by first shredding, erasing, or otherwise modifying the personal information in those records
20 to make it unreadable or undecipherable, as required by Civil Code section 1798.81.

21 **4.4. Other Injunctive Provisions**

22 Pursuant to the provisions of Health and Safety Code sections 25181, 25184, 25515.6, and
23 25515.8, and Business and Professions Code section 17203, Defendant shall be mandated, in
24 addition to any other requirement under the law, to comply with the following requirements, as
25 follows:

26 4.4.a. Enhanced Compliance Investments. Defendant shall expend no less than a
27 combined total of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.000) on the enhanced
28

1 compliance investments described in paragraphs 4.4.a.1, 4.4.a.2, and 4.4.a.3, below to augment the
2 injunctive provisions of this Final Judgment.

3 4.4.a.1. Additional California Environmental Health and Safety Manager.

4 Defendant shall employ one (1) additional California Environmental Health and
5 Safety Manager, or equivalent, responsible for environmental, health, regulatory,
6 and safety compliance assurance at the Facilities ("Full-Time Employee") for a
7 period of no less than two (2) years after the effective date of this Final Judgment,
8 during which Defendant shall employ no less than two (2) California Environmental
9 Health and Safety Managers. The Full-Time Employee may also have other
10 responsibilities not related to hazardous waste and hazardous materials, including,
11 without limitation, environmental, health, regulatory, and safety matters. Defendant
12 shall make good faith efforts to continually staff this position, but it is recognized
13 that there may be an occasional vacancy due to staffing transitions or other staffing
14 interruptions. Within thirty (30) days after the effective date of this Final Judgment,
15 or after the hiring of any new Full-Time Employee pursuant to this paragraph,
16 Defendant shall provide written notice to the People which will include, but not be
17 limited to, the name, employment address, email address, phone number, and
18 summary of the qualifications and responsibilities, of the Full-Time Employee.
19 Such written notice shall comply with the terms of Paragraph 19.

20 4.4.a.2. Sanding Vacuum Systems. Defendant shall purchase and implement no
21 less than one hundred and twenty (120) sanding dust auto body vacuum systems
22 designed to reduce particulate matter, metallic air pollutants, and sanding waste
23 released into the environment, at the Facilities within three (3) years after the
24 effective date of this Final Judgment. Within thirty (30) days of satisfying this
25 requirement, Defendant shall provide written notice to the People stating the
26 quantity, make, model and purchase price of the vacuum systems purchased,
27 supporting documentation of such purchase, and the Facilities where the vacuum
28

1 systems have been implemented. Such written notice shall comply with the terms of
2 Paragraph 19.

3 4.4.a.3. Closed-Loop Paint Spray Gun Cleaners. Defendant shall purchase and
4 implement no less than fifty (50) closed-loop paint spray gun cleaners designed to
5 reduce fumes released and recycle wash solvents and water produced during the
6 paint spray gun cleaning process, at the Facilities within three (3) years after the
7 effective date of this Final Judgment. Within thirty (30) days of satisfying this
8 requirement, Defendant shall provide written notice to the People stating the
9 quantity, make, model and purchase price of the closed-loop paint spray gun
10 cleaners purchased, supporting documentation of such purchase, and the Facilities
11 where the closed-loop paint spray gun cleaners have been implemented. Such
12 written notice shall comply with the terms of Paragraph 19.

13 4.4.b. Training.

14 4.4.b.1 Defendant shall ensure training is provided to each of its employees who
15 generates, stores, handles, or manages hazardous waste, on each waste management
16 requirement provided for in the Code sections listed in paragraphs 4.3.a through
17 4.3.r., inclusive, in addition to any other training required by law or by this Final
18 Judgment.

19 4.4.b.2. For each training conducted to ensure compliance with Chapters 6.5 and
20 6.95 of Division 20 of the Health and Safety Code, and the training specified in
21 paragraph 4.4.b.1, Defendant shall maintain documentation identifying the person
22 providing the training, the location where the training was conducted, the name of
23 each employee attending the training, the date of the training, and the employee's
24 signature acknowledging attendance at the training. Alternatively, Defendant may
25 provide training via a computer-based system, in which case it shall maintain
26 electronic data identifying the name of each employee attending the training, the
27 date of the training, and the employee's electronic acknowledgement of training
28 attendance.

1 4.4.b.3. Defendant shall maintain a copy of each employee's training
2 documentation and records described in paragraph 4.4.b.2 at each Facility where that
3 employee provides any labor or services. Such records may be maintained remotely
4 if retrievable electronically upon request.

5 4.4.b.4. Defendant shall ensure training is provided to train each employee who
6 handles customer records containing confidential customer information on the
7 requirements of Civil Code section 1798.81.

8 **5. CIVIL PENALTIES, SUPPLEMENTAL ENVIRONMENTAL PROJECTS, AND**
9 **COSTS**

10 Defendant shall pay civil penalties, fund a supplemental environmental project, and reimburse
11 the People's attorney fees and costs of investigation and enforcement, in the total sum of ONE
12 MILLION EIGHT HUNDRED FIFTY THOUSAND DOLLARS (\$1,850,000.00). These payments
13 shall be made as set forth in paragraphs 5.1, 5.2, and 5.3 below. Defendant shall deliver all required
14 payments to the District Attorney's Office of Alameda County, Attention: Kevin Wong, Deputy
15 District Attorney, for distribution pursuant to the terms of this Final Judgment and the attached
16 Exhibits.

17 **5.1. Civil Penalties**

18 Within twenty-five (25) calendar days after entry of this Final Judgment, Defendant shall pay
19 the sum of ONE MILLION THREE HUNDRED FIFTY THOUSAND DOLLARS (\$1,350,000.00)
20 in satisfaction of all civil penalties alleged owing in the Complaint, pursuant to Business and
21 Professions Code section 17206, and Health and Safety Code section 25500, in accordance with the
22 terms of Exhibits B-1 and B-2.

23 **5.2. Supplemental Environmental Projects**

24 Within twenty-five (25) calendar days after entry of this Final Judgment, Defendant shall pay
25 the sum of ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00) for the supplemental
26 environmental projects identified and detailed in Exhibit C.

27 **5.3. Reimbursement of Costs of Investigation and Enforcement**

28 Within twenty-five (25) calendar days after entry of this Final Judgment, Defendant shall pay

1 the sum of THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000.00) for reimbursement
2 of attorney's fees, costs of investigation, and other costs of enforcement, in accordance with the
3 terms of Exhibits D-1 and D-2.

4 **6. MATTERS COVERED BY THIS FINAL JUDGMENT**

5 **6.1.** This Final Judgment is a final and binding resolution and settlement of all violations
6 and causes of action arising from the facts, matters and allegations set forth in the Complaint as to
7 Defendant's Facilities, and shall be known as "Covered Matters."

8 **6.2.** Any claim, violation, or cause of action that is not a Covered Matter is a "Reserved
9 Claim." Reserved Claims include, without limitation, any violation that occurs after the filing of this
10 Final Judgment, any claim, violation, or cause of action against Defendant's independent contractors
11 or subcontractors, and separate independent violations arising out of facts, matters or allegations that
12 are not set forth in the Complaint, whether known or unknown. Reserved Claims also include any
13 claims or causes of action against Defendant for performance of cleanup, corrective action, or
14 response action for any actual past or future releases, spills, or disposals of hazardous waste or
15 hazardous substances that were caused or contributed to by Defendant at or from any of Defendant's
16 Facilities.

17 **6.3.** In any subsequent action that may be brought by the People based on any Reserved
18 Claim, Defendant cannot assert that failing to pursue any Reserved Claim as part of this action
19 constitutes claim-splitting.

20 **6.4.** Any claims by Defendant, civil or administrative, against the People or against any
21 agency of the State of California, or any county or city in the State of California, or any CUPA,
22 Participating Agency or local agency (collectively, "Agencies"), or against any of their officers,
23 employees, representatives, agents, or attorneys, arising out of or related to any Covered Matter are
24 hereby merged into and extinguished by this Final Judgment; provided, however, that if any
25 Agencies initiate claims against Defendant, Defendant retains any and all rights and defenses against
26 such Agencies.

27 **7. EFFECT OF FINAL JUDGMENT**

28 Except as expressly provided in this Final Judgment, nothing in this Final Judgment is

1 intended, nor shall it be construed, to preclude the People or any state, county, city or local agency,
2 department, board, or CUPA, or Participating Agency from exercising its authority under any law,
3 statute, or regulation.

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

5 The failure of the People to enforce any provision of this Final Judgment shall neither be
6 deemed a waiver of such provision nor in any way affect the validity of this Final Judgment. The
7 failure of the People to enforce any such provision shall not preclude them from later enforcing the
8 same or any other provision of this Final Judgment. Except as expressly provided in this Final
9 Judgment, Defendant retains all defenses to any such later enforcement action.

10 **9. INTERPRETATION**

11 This Final Judgment was drafted equally by all Parties hereto. Accordingly, any and all rules
12 of construction holding that ambiguity is construed against the drafting party shall not apply to the
13 interpretation of this Final Judgment.

14 **10. INTEGRATION**

15 This Final Judgment constitutes the entire agreement between the Parties and may not be
16 amended or supplemented except as provided for herein. No oral advice, guidance, suggestions, or
17 comments by employees or officials of any Party regarding matters covered in this Final Judgment
18 shall be construed to relieve any Party of its obligations under this Final Judgment. No oral
19 representations have been made or relied upon other than as expressly set forth herein.

20 **11. FUTURE REGULATORY CHANGES**

21 Nothing in this Final Judgment shall excuse Defendant from meeting any more-stringent
22 requirement that may be imposed by applicable existing law or by any change in the applicable law.
23 To the extent any future statutory or regulatory change makes Defendant's obligations less stringent
24 than those provided for in this Final Judgment, Defendant's compliance with the changed law shall
25 be deemed compliance with this Final Judgment; however, any change in law or regulation shall not
26 reduce or diminish Defendant's obligations to comply with Paragraph 4.4.

27 **12. CONTINUING JURISDICTION**

28 The People and Defendant agree that pursuant to Code of Civil Procedure section 664.6,

1 Court shall retain continuing jurisdiction to enforce the injunctive terms of this Final Judgment and
2 to address any other matters arising out of or regarding this Final Judgment.

3 **13. ABILITY TO INSPECT AND COPY RECORDS AND DOCUMENTS**

4 Defendant shall permit any duly authorized representative of the People to inspect and copy
5 records and documents relevant to determine compliance with the terms of this Final Judgment. This
6 paragraph shall not limit the People's authority access or obtain information, records, and documents
7 pursuant to any other statute or regulation.

8 **14. PAYMENT OF LITIGATION EXPENSES AND FEES**

9 Defendant shall make no request of the People to pay its attorney fees, expert witness fees
10 and costs, or any other costs of litigation or investigation incurred through the date of entry of this
11 Final Judgment.

12 **14.1. Filing Fees**

13 Defendant shall pay their court fees in the above-captioned matter, in the sum of FOUR
14 HUNDRED THIRTY-FIVE DOLLARS (\$435.00) payable to the Clerk of the Court of Alameda
15 County. Payment shall be made contemporaneously with the execution of this Stipulation and
16 delivered to the District Attorney's Office of Alameda County, Attention: Kevin Wong, Deputy
17 District Attorney, for delivery to the Clerk of the Court with the People's *ex parte* filing of this Final
18 Judgment.

19 **15. COUNTERPART SIGNATURES**

20 The stipulation for entry of this Final Judgment may be executed by the Parties in
21 counterparts. For purposes of this Final Judgment, facsimile signatures shall be deemed originals,
22 and the parties agree to exchange original signatures as promptly as possible.

23 **16. INCORPORATION OF EXHIBITS**

24 Exhibits "A" through "D-2" are incorporated herein by reference.

25 **17. MODIFICATION OF INJUNCTIVE PROVISIONS**

26 The injunctive provisions of this Final Judgment may be modified only on noticed motion by
27 one of the Parties with approval of the Court, or upon written consent by all of the Parties and the
28 approval of the Court. Termination of the injunctive provisions is covered by Paragraph 18.

1 **18. TERMINATION OF INJUNCTIVE PROVISIONS**

2 At any time after this Final Judgment has been in effect for five (5) years, and Defendant has
3 paid and expended all amounts required under the Final Judgment, Defendant may file a noticed
4 motion pursuant to Code of Civil Procedure section 533 and/or Civil Code section 3424 requesting
5 that the Court terminate the injunctive provisions. After the Final Judgment has been in effect for
6 seven (7) years, and Defendant has paid and expended all amounts required under the Final
7 Judgment, the injunctive provisions will terminate automatically.

8 **19. NOTICE**

9 Unless otherwise specified in this Final Judgment, all notices under this Final Judgment shall
10 be made in writing, by both email and mail, and sent to the designated notice recipients in this
11 paragraph. Any Party may, by written notice to the other Parties, change its designated notice
12 recipient or notice address.

13 For the People:

- 14 1. Kevin Wong
15 Deputy District Attorney
16 Alameda County District Attorney's Office
17 Consumer, Environmental and Worker Protection Division
18 7677 Oakport Street, Suite 650
19 Oakland, CA 94621-1934
20 Email Address: kevin.wong@acgov.org
- 21 2. Bud Porter
22 Supervising Deputy District Attorney
23 Santa Clara County District Attorney's Office
24 70 West Hedding Street, West Wing
25 San Jose, CA 95110
26 Email Address: bporter@dao.sccgov.org

23 For the Defendant:

24 Thomas Burton
25 Secretary and General Counsel
26 Service King Paint & Body, LLC
27 2375 N. Glenville Drive
28 Building A, Suite 500
Richardson, Texas 75082
Email Address: Tom.Burton@ServiceKing.com

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With copy to:

Patrick J. Larkin
Clark Hill Strasburger
901 Main Street, Suite 6000
Dallas, TX 75202
Email Address: patrick.larkin@clarkhillstrasburger.com

20. EFFECTIVE DATE OF FINAL JUDGMENT

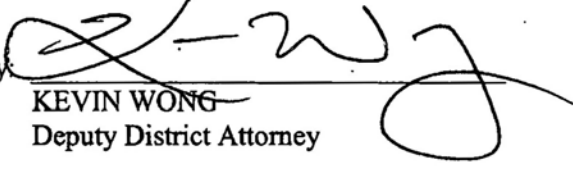
This Final Judgment shall become effective upon entry. The Parties need not file a Notice of Entry of Judgment.

IT IS SO STIPULATED.

FOR THE PEOPLE:

NANCY E. O'MALLEY, District Attorney
County of Alameda, State of California

DATED: 10/17/19

By: 
KEVIN WONG
Deputy District Attorney

JACKIE LACEY, District Attorney
County of Los Angeles, State of California

DATED: _____

By: _____
DANIEL J. WRIGHT
Deputy District Attorney

TODD SPITZER, District Attorney
County of Orange, State of California

DATED: _____

By: _____
William Fallon
Deputy District Attorney

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With copy to:

Patrick J. Larkin
Clark Hill Strasburger
901 Main Street, Suite 6000
Dallas, TX 75202
Email Address: patrick.larkin@clarkhillstrasburger.com

20. EFFECTIVE DATE OF FINAL JUDGMENT

This Final Judgment shall become effective upon entry. The Parties need not file a Notice of Entry of Judgment.

IT IS SO STIPULATED.

FOR THE PEOPLE:

NANCY E. O'MALLEY, District Attorney
County of Alameda, State of California

DATED: _____

By: _____
KEVIN WONG
Deputy District Attorney

JACKIE LACEY, District Attorney
County of Los Angeles, State of California

DATED: 10/21/19

By: 
DANIEL J. WRIGHT
Deputy District Attorney

TODD SPITZER, District Attorney
County of Orange, State of California

DATED: _____

By: _____
William Fallon
Deputy District Attorney

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With copy to:

Patrick J. Larkin
Clark Hill Strasburger
901 Main Street, Suite 6000
Dallas, TX 75202
Email Address: patrick.larkin@clarkhillstrasburger.com

20. EFFECTIVE DATE OF FINAL JUDGMENT

This Final Judgment shall become effective upon entry. The Parties need not file a Notice of Entry of Judgment.

IT IS SO STIPULATED.

FOR THE PEOPLE:

NANCY E. O'MALLEY, District Attorney
County of Alameda, State of California

DATED: _____

By: _____
KEVIN WONG
Deputy District Attorney

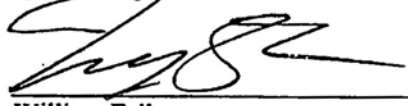
JACKIE LACEY, District Attorney
County of Los Angeles, State of California

DATED: _____

By: _____
DANIEL J. WRIGHT
Deputy District Attorney

TODD SPITZER, District Attorney
County of Orange, State of California

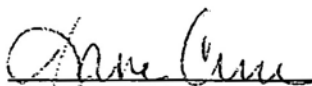
DATED: 10/17/19

By: 
William Fallon
Deputy District Attorney

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R. SCOTT OWENS, District Attorney
County of Placer, State of California

DATED: 10/9/2019

By: 
JANE CRUE
Deputy District Attorney

MICHAEL A. HESTRIN, District Attorney
County of Riverside, State of California

DATED: _____

By: _____
LAUREN MARTINEAU
Deputy District Attorney

ANNE MARIE SCHUBERT, District Attorney
County of Sacramento, State of California

DATED: _____

By: _____
DOUGLAS WHALEY
Supervising Deputy District Attorney

JASON ANDERSON, District Attorney
County of San Bernardino, State of California

DATED: _____

By: _____
DAN LOUGH
Deputy District Attorney

SUMMER STEPHAN, District Attorney
County of San Diego, State of California

DATED: _____

By: _____
ELIZABETH MCCLUTCHEY
Deputy District Attorney

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R. SCOTT OWENS, District Attorney
County of Placer, State of California

DATED: _____

By: _____
JANE CRUE
Deputy District Attorney

MICHAEL A. HESTRIN, District Attorney
County of Riverside, State of California

DATED: October 7, 2019

By: 
LAUREN MARTINEAU
Deputy District Attorney

ANNE MARIE SCHUBERT, District Attorney
County of Sacramento, State of California

DATED: _____

By: _____
DOUGLAS WHALEY
Supervising Deputy District Attorney

JASON ANDERSON, District Attorney
County of San Bernardino, State of California

DATED: _____

By: _____
DAN LOUGH
Deputy District Attorney

SUMMER STEPHAN, District Attorney
County of San Diego, State of California

DATED: _____

By: _____
ELIZABETH MCCLUTCHEY
Deputy District Attorney

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R. SCOTT OWENS, District Attorney
County of Placer, State of California

DATED: _____

By: _____
JANE CRUE
Deputy District Attorney

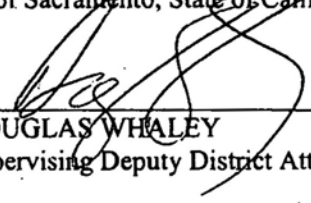
MICHAEL A. HESTRIN, District Attorney
County of Riverside, State of California

DATED: _____

By: _____
LAUREN MARTINEAU
Deputy District Attorney

ANNE MARIE SCHUBERT, District Attorney
County of Sacramento, State of California

DATED: 10/15/19

By: 
DOUGLAS WHALEY
Supervising Deputy District Attorney

JASON ANDERSON, District Attorney
County of San Bernardino, State of California

DATED: _____

By: _____
DAN LOUGH
Deputy District Attorney

SUMMER STEPHAN, District Attorney
County of San Diego, State of California

DATED: _____

By: _____
ELIZABETH MCCLUTCHEY
Deputy District Attorney

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R. SCOTT OWENS, District Attorney
County of Placer, State of California

DATED: _____

By: _____
JANE CRUE
Deputy District Attorney

MICHAEL A. HESTRIN, District Attorney
County of Riverside, State of California

DATED: _____

By: _____
LAUREN MARTINEAU
Deputy District Attorney

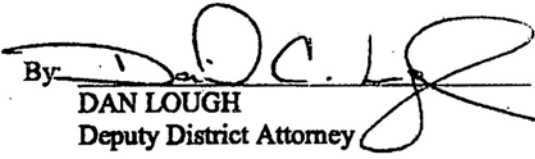
ANNE MARIE SCHUBERT, District Attorney
County of Sacramento, State of California

DATED: _____

By: _____
DOUGLAS WHALEY
Supervising Deputy District Attorney

JASON ANDERSON, District Attorney
County of San Bernardino, State of California

DATED: 10/15/19 _____

By:  _____
DAN LOUGH
Deputy District Attorney

SUMMER STEPHAN, District Attorney
County of San Diego, State of California

DATED: _____

By: _____
ELIZABETH MCCLUTCHEY
Deputy District Attorney

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R. SCOTT OWENS, District Attorney
County of Placer, State of California

DATED: _____

By: _____
JANE CRUE
Deputy District Attorney

MICHAEL A. HESTRIN, District Attorney
County of Riverside, State of California

DATED: _____

By: _____
LAUREN MARTINEAU
Deputy District Attorney

ANNE MARIE SCHUBERT, District Attorney
County of Sacramento, State of California

DATED: _____

By: _____
DOUGLAS WHALEY
Supervising Deputy District Attorney

JASON ANDERSON, District Attorney
County of San Bernardino, State of California

DATED: _____

By: _____
DAN LOUGH
Deputy District Attorney

SUMMER STEPHAN, District Attorney
County of San Diego, State of California

DATED: 10/14/19

By: 
ELIZABETH MCCLUTCHEY
Deputy District Attorney

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JEFFREY F. ROSEN, District Attorney
County of Santa Clara, State of California

DATED: 10/4/19

By: Bud Porter
BUD PORTER
Supervising Deputy District Attorney

AMANDA L. HOPPER, District Attorney
County of Sutter, State of California

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

JEFF W. REISIG., District Attorney
County of Yolo, State of California

DATED: _____

By: _____
DAVID J. IREY
Assistant Chief Deputy District Attorney

FOR THE DEFENDANT:

DATED: _____

By: _____
THOMAS BURTON
Secretary and General Counsel
Service King Paint & Body, LLC

REVIEWED AND APPROVED AS TO FORM AND CONTENT:

CLARK HILL LLP

DATED: _____

By: _____
GEORGES A. HADDAD
Attorneys for Service King Paint & Body, LLC

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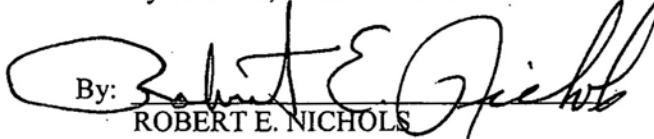
JEFFREY F. ROSEN, District Attorney
County of Santa Clara, State of California

DATED: _____

By: _____
BUD PORTER
Supervising Deputy District Attorney

AMANDA L. HOPPER, District Attorney
County of Sutter, State of California

DATED: 10/2/19

By: 
ROBERT E. NICHOLS
Deputy District Attorney

JEFF W. REISIG., District Attorney
County of Yolo, State of California

DATED: _____

By: _____
DAVID J. IREY
Assistant Chief Deputy District Attorney

FOR THE DEFENDANT:

DATED: _____

By: _____
THOMAS BURTON
Secretary and General Counsel
Service King Paint & Body, LLC

REVIEWED AND APPROVED AS TO FORM AND CONTENT:

CLARK HILL LLP

DATED: _____

By: _____
GEORGES A.HADDAD
Attorneys for Service King Paint & Body, LLC

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JEFFREY F. ROSEN, District Attorney
County of Santa Clara, State of California

DATED: _____

By: _____
BUD PORTER
Supervising Deputy District Attorney

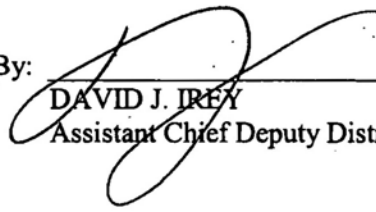
AMANDA L. HOPPER, District Attorney
County of Sutter, State of California

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

JEFF W. REISIG., District Attorney
County of Yolo, State of California

DATED: 10/7/19

By: 
DAVID J. IREY
Assistant Chief Deputy District Attorney

FOR THE DEFENDANT:

DATED: _____

By: _____
THOMAS BURTON
Secretary and General Counsel
Service King Paint & Body, LLC

REVIEWED AND APPROVED AS TO FORM AND CONTENT:

CLARK HILL LLP

DATED: _____

By: _____
GEORGES A.HADDAD
Attorneys for Service King Paint & Body, LLC

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JEFFREY F. ROSEN, District Attorney
County of Santa Clara, State of California

DATED: _____

By: _____
BUD PORTER
Supervising Deputy District Attorney

AMANDA L. HOPPER, District Attorney
County of Sutter, State of California

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

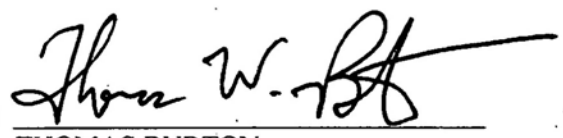
JEFF W. REISIG., District Attorney
County of Yolo, State of California

DATED: _____

By: _____
DAVID J. IREY
Assistant Chief Deputy District Attorney

FOR THE DEFENDANT:

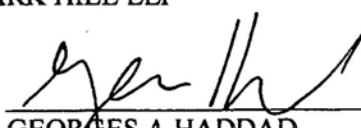
DATED: October 16, 2019

By: 
THOMAS BURTON
Secretary and General Counsel
Service King Paint & Body, LLC

REVIEWED AND APPROVED AS TO FORM AND CONTENT:

CLARK HILL LLP

DATED: 10/18/19

By: 
GEORGES A. HADDAD
Attorneys for Service King Paint & Body, LLC

1 IT IS SO ORDERED.

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4 DATED: 10/24/19

By: D-Mh
JUDGE OF THE SUPERIOR COURT

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EXHIBIT A

**Exhibit A
SERVICE KING FACILITIES**

Store Name	Address	City	State	County
SK160 - South San Jose	1985 Kyle Park Court	San Jose	CA	Santa Clara
SK161 - Placentia	750 Monroe Way	Placentia	CA	Orange
SK162 - Fountain Valley	18065 Euclid Street	Fountain Valley	CA	Orange
SK163 - Oakland East Bay	7801 Oakport Street	Oakland	CA	Alameda
SK164 - Ontario	1830 East Cedar St.	Ontario	CA	San Bernardino
SK171 - Glendora	153 East Arrow Hwy	Glendora	CA	Los Angeles
SK172 - Arcadia	42 W. Live Oak Ave	Arcadia	CA	Los Angeles
SK173 - San Gabriel	600 E. Las Tunas Drive	San Gabriel	CA	Los Angeles
SK174 - Monterey Park	999 S. Monterey Pass Rd	Monterey Park	CA	Los Angeles
SK175 - South Pasadena	1300 Fair Oaks Ave	South Pasadena	CA	Los Angeles
SK176 - Pasadena	559 N. Fair Oaks	Pasadena	CA	Los Angeles
SK178 - North Hollywood	6827 Vineland Ave	North Hollywood	CA	Los Angeles
SK179 - Mountain View	2400 Old Middlefield Way	Mountain View	CA	Santa Clara
SK180 - Fremont	4311 Solar Way	Fremont	CA	Alameda
SK181 - Santa Clara	631 Martin Avenue	Santa Clara	CA	Santa Clara
SK182 - San Jose	1460 Terminal Avenue	San Jose	CA	Santa Clara
SK183 - Dublin	6080 Dublin Blvd.	Dublin	CA	Alameda
SK184 - Yuba City	338 Garden Highway	Yuba City	CA	Sutter
SK238 - Huntington Beach	18302 Gothard Street	Huntington Beach	CA	Orange
SK239 - Laguna Hills	22772 Granite Way	Laguna Hills	CA	Orange
SK240 - Lake Forest	23902 Remme Ridge	Lake Forest	CA	Orange
SK241 - San Juan Capistrano	26361 Via De Anza	San Juan Capistrano	CA	Orange
SK249 - Cathedral City	36550 Perez Road	Cathedral City	CA	Riverside
SK263 - Santee	8835 Cuyamaca Street	Santee	CA	San Diego
SK264 - Mission Valley	1441 Camino Del Rio South	San Diego	CA	San Diego
SK265 - Mission Valley East	4660 Alvarado Canyon Rd	San Diego	CA	San Diego
SK266 - National City	2426 A Ave	National City	CA	San Diego
SK267 - National City South	3000 National City Blvd	National City	CA	San Diego
SK270 - Montclair	5534 Arrow Highway	Montclair	CA	San Bernardino
SK289 - Milpitas	156 South Milpitas Blvd.	Milpitas	CA	Santa Clara
SK311 - Bellflower	8732 Park St.	Bellflower	CA	Los Angeles
SK323 - Torrance	3011 Lomita Blvd.	Torrance	CA	Los Angeles
SK324 - Atwater Village	3436 N. San Fernando Rd.	Los Angeles	CA	Los Angeles
SK325 - Glendale *	4411 San Fernando Rd.	Glendale	CA	Los Angeles
SK328 - El Cajon	609 South Marshall	El Cajon	CA	San Diego
SK334 - Murrieta	41729 Eastman Drive	Murrieta	CA	Riverside
SK335 - San Bernardino	1228 N. H Street	San Bernardino	CA	San Bernardino
SK336 - Victorville	15059 La Paz Drive	Victorville	CA	San Bernardino
SK337 - Sacramento	1101 North D Street	Sacramento	CA	Sacramento
SK338 - Rancho Cordova	11324 Point East Drive	Rancho Cordova	CA	Sacramento
SK339 - Roseville	965 Riverside Avenue	Roseville	CA	Placer
SK345 - Van Nuys	14954 Oxnard St.	Van Nuys	CA	Los Angeles
SK354 - West Sacramento	1120 Shore St	West Sacramento	CA	Yolo

* SK 325 - Glendale Store closed on August 31, 2018

Exhibit A to Stipulation for Entry of Final Judgment and Injunction, and Order of Final Judgment and Injunction
in People v. Service King Paint and Body, LLC

EXHIBIT B-1

**Exhibit B-1
DISTRICT ATTORNEY CIVIL PENALTIES**

DISTRICT ATTORNEY'S OFFICE	CIVIL PENALTIES (PURSUANT TO BUSINESS & PROFESSIONS CODE §17206)	CIVIL PENALTIES (PURSUANT TO HEALTH & SAFETY CODE §25500)	TOTAL CIVIL PENALTIES PAID TO DISTRICT ATTORNEY'S OFFICE
Alameda County District Attorney's Office	\$ 320,000.00	\$ 30,000.00	\$ 350,000.00
Los Angeles County District Attorney's Office	\$ 50,000.00	\$ -	\$ 50,000.00
Orange County District Attorney's Office	\$ 130,000.00	\$ 10,000.00	\$ 140,000.00
Placer County District Attorney's Office*	\$ 12,000.00	\$ -	\$ 12,000.00
Riverside County District Attorney's Office**	\$ 22,000.00	\$ -	\$ 22,000.00
Sacramento County District Attorney's Office ***	\$ 22,000.00	\$ -	\$ 22,000.00
San Bernardino County District Attorney's Office	\$ 130,000.00	\$ 10,000.00	\$ 140,000.00
San Diego County District Attorney's Office	\$ 130,000.00	\$ 10,000.00	\$ 140,000.00
Santa Clara County District Attorney's Office	\$ 320,000.00	\$ 30,000.00	\$ 350,000.00
Sutter County District Attorney's Office	\$ 22,000.00	\$ -	\$ 22,000.00
Yolo County District Attorney's Office	\$ 12,000.00	\$ -	\$ 12,000.00
Total	\$ 1,170,000.00	\$ 90,000.00	\$ 1,260,000.00

Pursuant to Government Code section 26506, any civil penalties recovered in a civil action "brought jointly in the name of the People of the State of California by the Attorney General, one or more district attorneys, or by one or more city attorneys, or any combination thereof, shall be paid as approved by the court."

* PLACER: The money paid to the Placer District Attorney as costs and penalties, pursuant to this Stipulation, shall be for the sole and exclusive use of the District Attorney as reimbursement for costs and to augment the budget of the District Attorney's Office pertaining to the investigation and enforcement of consumer and environmental protection laws and in no manner shall supplant or cause any reduction of any portion of the District Attorney's budget.

** RIVERSIDE: "Defendant" shall pay \$22,000.00 to the Riverside County District Attorney's Office as civil penalties for violations of Business and Professions Code section 17200. Pursuant to Business and Professions Code section 17206(b), said sum will be paid in the form of a check made payable to the District Attorney, County of Riverside; sums to be distributed as follows: 100 percent will be deposited into the consumer protection prosecution account in the General Fund of Riverside County.

*** SACRAMENTO: The money paid to the Sacramento District Attorney as costs, pursuant to this stipulation, shall be for the sole and exclusive use of the District Attorney as reimbursement for costs expended in the enforcement of the consumer protection and environmental laws and in no manner shall supplant or cause any reduction of any portion of the District Attorney's budget.

EXHIBIT B-2

**Exhibit B-2
AGENCY CIVIL PENALTIES**

AGENCY	CIVIL PENALTIES (PURSUANT TO HEALTH & SAFETY CODE §25500)
Alameda County Department of Environmental Health	\$8,000.00
Alameda County - Fremont City Fire Dept., Haz Mat Unit	\$4,000.00
Los Angeles County - Fire Health Hazmat	\$5,000.00
Orange County Health Care Agency, Environmental Health*	\$12,000.00
Placer County - Roseville City Fire Dept.	\$5,000.00
Riverside County - Dept. of Health, Hazardous Materials Division	\$5,000.00
Sacramento County - Environmental Mgmt. Dept.	\$5,000.00
San Bernardino County Fire CUPA	\$12,000.00
Santa Clara County Department of Environmental Health	\$11,000.00
Santa Clara County - Mountain View Fire Department	\$1,000.00
San Diego County Department of Environmental Health	\$12,000.00
Sutter County - Environmental Health Services	\$5,000.00
Yolo County - Environmental Health	\$5,000.00
Total	\$90,000.00

* This \$12,000.00 is restricted to the Orange County Health Care Agency, Environmental Health and is to be placed in a special revenue account. These funds are to be used for the enhancement of the Hazardous Waste Program for special projects and other uses as determined by the Director of Environmental Health.

EXHIBIT C

Exhibit C
SUPPLEMENTAL ENVIRONMENTAL PROJECTS

- 1. California District Attorneys Association Environmental Project.** Defendant shall provide the amount of Sixty Thousand Dollars (\$60,000.00) payable to the California District Attorneys Association - Environmental Project ("Environmental Project") to be used by the Environmental Project for the purpose of providing training consistent with the objectives of the Environmental Project.
- 2. Department of Toxic Substances Control Training Fund.** Defendant shall provide the amount of Forty Thousand Dollars (\$40,000.00) for Department of Toxic Substances Control staff to attend the California Hazardous Materials Investigators Association Annual Conference, Cal CUPA Forum Annual Training Conference, The Continuing Challenge Conference, McCoy's RCRA Seminar, California Specialized Training Institute Haz Mat Technician and Specialist Training Courses, and the Western States Project Trainings and Conference. This money can include registration, travel and per diem.
- 3. CUPA Forum Environmental Protection Trust Fund.** Defendant shall provide the amount of Twenty Five Thousand Dollars (\$25,000.00) to the CUPA Forum Environmental Protection Trust Fund, which is administered and to be used by the California Certified Unified Program Agency (CUPA) Forum, for purposes consistent with the mission of the Trust for the CUPA Forum.
- 4. California Specialized Training Institute – Environmental Crimes Course in conjunction with the California Hazardous Material Investigators Association (CHMIA).** Defendant shall provide Twenty Five Thousand (\$25,000.00) to fund basic investigator course scholarships. Each of these scholarships shall cover conference registration, travel, food, lodging, and incidentals

EXHIBIT D-1

**Exhibit D-1
DISTRICT ATTORNEY COSTS**

DISTRICT ATTORNEY'S OFFICE	COSTS
Alameda County District Attorney's Office	\$110,000.00
Los Angeles County District Attorney's Office	\$1,000.00
Orange County District Attorney's Office	\$24,000.00
Placer County District Attorney's Office*	\$1,000.00
Riverside County District Attorney's Office**	\$1,000.00
Sacramento County District Attorney's Office ***	\$1,000.00
San Bernardino County District Attorney's Office	\$30,000.00
San Diego County District Attorney's Office	\$40,000.00
Santa Clara County District Attorney's Office	\$90,000.00
Sutter County District Attorney's Office	\$1,000.00
Yolo County District Attorney's Office	\$1,000.00
Total	\$300,000.00

* PLACER: The money paid to the Placer District Attorney as costs and penalties, pursuant to this Stipulation, shall be for the sole and exclusive use of the District Attorney as reimbursement for costs and to augment the budget of the District Attorney's Office pertaining to the investigation and enforcement of consumer and environmental protection laws and in no manner shall supplant or cause any reduction of any portion of the District Attorney's budget.

** RIVERSIDE: "Defendant" shall pay \$1,000.00 as costs to the Riverside County District Attorney's Office. Said sum will be paid in the form of a check made payable to the District Attorney, County of Riverside.

*** SACRAMENTO: The money paid to the Sacramento District Attorney as costs, pursuant to this stipulation, shall be for the sole and exclusive use of the District Attorney as reimbursement for costs expended in the enforcement of the consumer protection and environmental laws and in no manner shall supplant or cause any reduction of any portion of the District Attorney's budget.

EXHIBIT D-2

**Exhibit D-2
AGENCY COSTS**

AGENCY	TOTAL COSTS
Department of Toxic Substances Control	\$15,000.00
Alameda County - Alameda County Department of Environmental Health	\$4,000.00
Alameda County - Fremont City Fire Dept., Haz Mat Unit	\$2,000.00
Orange County Health Care Agency, Environmental Health*	\$6,000.00
San Bernardino County Fire CUPA	\$6,000.00
Santa Clara County Department of Environmental Health	\$5,500.00
Santa Clara County - Mountain View Fire Department	\$500.00
San Diego County Department of Environmental Health	\$11,000.00
Total	\$50,000.00

* This \$6,000.00 is restricted to the Orange County Health Care Agency, Environmental Health and is to be placed in a special revenue account. These funds are to be used for the enhancement of the Hazardous Waste Program for special projects and other uses as determined by the Director of Environmental Health.

HAYWARD HALL OF JUSTICE

Case # RG19-040085 Case Name The People V Service King

DECLARATION OF SERVICE BY MAIL (C.C.P. 1013A (1), 2015.5)

My business address is 24405 Amador Street, Hayward, California 94544. I am, and was at the time the herein mentioned mailing took place, a citizen of the United States, employed in the County where said mailing occurred, over the age of eighteen years and not a party to the above entitled cause.

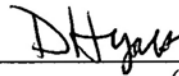
On October 25, 2019 I served the foregoing document by depositing a copy thereof, enclosed in a separate, sealed envelope, with the postage thereon fully prepaid, in the United States mail box at Hayward, County of Alameda, California, each of which envelopes was addressed respectively as follows:

Kevin Wong
DDA Consumer & Environmental Prot.
7677 Oakport Street, Suite 650
Oakland, CA 94621

Georges A. Haddad
Clark Hill, PLC
One Embarcadero Center, Ste. 400
San Francisco, CA 94111

I declare under penalty of perjury that the foregoing is true and correct.

Executed on October 25, 2019, at Hayward, California.



(Signature of Declarant)