

**FILED**

SUPERIOR COURT of CALIFORNIA  
COUNTY of SANTA BARBARA

**11/01/2021**

Darrel E. Parker, Executive Officer

BY Chavez, Terri  
Deputy Clerk

1 JOYCE E. DUDLEY  
2 District Attorney, Santa Barbara County  
3 CHRISTOPHER B. DALBEY (SBN 285562)  
4 Deputy District Attorney  
5 1112 Santa Barbara Street  
6 Santa Barbara, California 93101  
7 (805) 568-2300

8 Additional Counsel for Plaintiff Listed in Attachment A

9 Attorneys for Plaintiff  
10 PEOPLE OF THE STATE OF CALIFORNIA

[NO FEE – Gov. Code § 6103]

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

12 **COUNTY OF SANTA BARBARA**

13 **Anacapa Division**

14 PEOPLE OF THE STATE OF CALIFORNIA,

Case No.: 21CV03975

15 Plaintiff,

**~~PROPOSED~~ ORDER:  
FINAL JUDGMENT BY STIPULATION**

16 vs.

17 BUILDER SERVICES GROUP, INC.,  
18 DBA TRUTEAM OF CALIFORNIA,

19 Defendant.

20 Plaintiff, the People of the State of California (“Plaintiff”), through its attorneys Joyce E.  
21 Dudley, District Attorney of Santa Barbara County, Nancy E. O’Malley, District Attorney of  
22 Alameda County; George Gascón, District Attorney of Los Angeles County; Todd Spitzer,  
23 District Attorney of Orange County; Michael A. Hestrin, District Attorney of Riverside County;  
24 Anne Marie Schubert, District Attorney of Sacramento County; Summer Stephan, District  
25 Attorney of San Diego County; and Birgit A. Fladager, District Attorney of Stanislaus County,  
26 and Defendant, Builder Services Group, Inc., doing business in California under the fictitious  
27 name “TruTeam of California” (“Defendant”), have agreed that they desire to resolve this action  
28 without litigation.

1 The People and the Defendant (collectively, the “Parties”) have agreed to settle the  
2 disputed claims outlined in Plaintiff’s Complaint on the terms set forth in this Judgment. This  
3 Judgment is a fair and reasonable resolution of the violations alleged in Plaintiff’s Complaint,  
4 fulfills the Plaintiff’s enforcement objectives as to Defendant so that no further action is  
5 warranted concerning the violations alleged in the Complaint, and is in the best interest of the  
6 public.

7 NOW THEREFORE, the People and Defendant having requested that this Court enter  
8 this Judgment, and the Court having considered the Judgment reached between the Parties, the  
9 Court **HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

10 **1.0 JURISDICTION**

11 The Parties are generally appearing before the Superior Court of California, County of  
12 Santa Barbara, which has subject matter jurisdiction over the matters alleged in this action and  
13 personal jurisdiction over the Parties to this Judgment. This Court shall retain said jurisdiction  
14 under Code of Civil Procedure section 664.6 until termination of this Judgment.

15 **2.0 SETTLEMENT OF DISPUTED CLAIMS**

16 The Parties have stipulated and consented to the entry of this Judgment prior to the  
17 taking of any proof, and without trial or adjudication of facts or law herein. The Court finds  
18 that this Judgment is a fair and reasonable resolution of the Covered Matters (as defined below),  
19 and pursuant to agreement of the Parties, the right to appeal is waived.

20 **3.0 DEFINITIONS**

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

24 **3.1** “Covered Facilities” means the locations within the State of California listed in  
25 **Exhibit A** that Defendant currently owns or operates, or formerly owned or operated, and all  
26 other locations within the State of California that Defendant owns or operates subsequent to the  
27 effective date of this Judgment until termination of the injunctive provisions of this Judgment.  
28

1           **3.2**     “Certified Unified Program Agency” (or “CUPA”) is defined at Health and  
2 Safety Code section 25404, subdivision (a)(1)(A).

3           **3.3**     “Participating Agency” (or “PA”) is defined at Health and Safety Code section  
4 25404, subdivision (a)(1)(B).

5           **3.4**     “Unified Program Agency” (or “UPA”) is defined at Health and Safety Code  
6 section 25404, subdivision (a)(1)(C).

7           **3.5**     “Effective Date” means the date of entry of this Judgment.

8           **4.0 INJUNCTION**

9           **4.1 Applicability**

10           The injunctive provisions of this Judgment are applicable to Defendant, its subsidiaries  
11 and divisions, and any agents and employees, representatives and all persons, corporations, or  
12 other entities acting by, through, under, or on behalf of Defendant with notice of this injunction,  
13 only insofar as they are doing business in the State of California and acting in concert with  
14 Defendant. Defendant is hereby enjoined pursuant to Health and Safety Code sections 25181,  
15 25184, 25515.6, and 25515.7, and Business and Professions Code section 17203, as of the  
16 Effective Date, as follows:

17           **4.2. Prohibitory Injunctive Provisions**

18           Defendant shall not violate any of the following laws and regulations:

- 19           a. Health and Safety Code section 25189, subdivision (b);
- 20           b. Health and Safety Code section 25189, subdivision (c);
- 21           c. Health and Safety Code section 25189, subdivision (e);
- 22           d. Health and Safety Code section 25189.2, subdivision (b);
- 23           e. Health and Safety Code section 25189.2, subdivision (c);
- 24           f. Health and Safety Code section 25189.2, subdivision (d);
- 25           g. Health and Safety Code section 25515, subdivision (b);
- 26           h. California Code of Regulations, title 19, section 2651;
- 27           i. California Code of Regulations, title 19, section 2654;
- 28           j. California Code of Regulations, title 19, section 2658;

- k. California Code of Regulations, title 19, section 2659;
- l. California Code of Regulations, title 22, section 66261.7, subdivision (f);
- m. California Code of Regulations, title 22, section 66262.11;
- n. California Code of Regulations, title 22, section 66262.12;
- o. California Code of Regulations, title 22, section 66262.34, subdivision (d);
- p. California Code of Regulations, title 22, section 66262.34, subdivision (f);
- and
- q. California Code of Regulations, title 22, section 66265.31.

**4.3 Mandatory Injunctive Provisions**

Defendant shall consent to all requested inspections during normal business hours by any environmental regulatory agency, including but not limited to, those detailed in the Complaint.

**5.0 MONETARY RELIEF**

**5.1 Civil Penalties**

Within twenty-one (21) business days after the Effective Date, Defendant shall pay TWO HUNDRED SEVENTY-NINE THOUSAND FIVE HUNDRED DOLLARS (\$279,500.00) as civil penalties pursuant to Health and Safety Code sections 25189.2 and 25515, and Business and Professions Code section 17206, in accordance with the terms of **Exhibit B**, attached.

**5.2 Supplemental Environmental Projects**

Within twenty-one (21) business days after the Effective Date, Defendant shall pay EIGHTY THOUSAND DOLLARS (\$80,000.00) for supplemental environmental projects identified in, and an accordance with, the terms of **Exhibit C**, attached.

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

Within twenty-one (21) business days after the Effective Date, Defendant shall pay FIFTY THOUSAND DOLLARS (\$50,000.00) for reimbursement of attorney's fees, costs of investigation, and other costs of enforcement, in accordance with the terms of **Exhibits D-1 and D-2**, attached.

1           **5.4 Procedure for Payment and Notice**

2           The payments imposed upon Defendant pursuant to Paragraph 5.0 and Exhibits A, B, C,  
3 D-1, and D-2 shall be made by check and delivered to:

4           Christopher Dalbey  
5           Deputy District Attorney  
6           Office of the District attorney of Santa Barbara  
7           1112 Santa Barbara Street  
8           Santa Barbara, California 93101

9           Upon receipt, the Santa Barbara County District Attorney’s Office shall be responsible  
10 for disbursing the checks to the named payees in accordance with the terms of this Judgment.

11           If a payment due date falls on a holiday or weekend, the payment due date shall be the  
12 next business day following the holiday or weekend.

13           In the event that Defendant fails to make timely payment of any of the monetary  
14 payments, and Defendant fails to cure such failure within fifteen (15) days, the entire unpaid  
15 balance of the Judgment is immediately due and shall bear interest of seven percent (7%) per  
16 annum from the date the payment was due under this Judgment until the date the full payment is  
17 received.

18           **6.0 MATTERS COVERED BY THIS JUDGMENT**

19           This Judgment is a final and binding resolution and settlement of all disputed claims,  
20 violations, and causes of action arising from the matters and allegations set forth in Plaintiff’s  
21 Complaint against Defendant and/or its officers, directors, employees, agents, representatives,  
22 successors, and assignees up to the effective date of this Judgment, collectively known as  
23 “Covered Matters”. Any claim, violation, or cause of action that is not a Covered Matter as  
24 defined above is a “Reserved Claim.”

25           **6.1 Reserved Claims**

26           Reserved Claims include, without limitation: (1) any unknown violations arising out of  
27 matters or allegations that are not set forth in Plaintiff’s Complaint, (2) any violation of the  
28 injunctive provisions of the Judgment entered in this action, (3) any violation that occurs after  
the effective date of this Judgment; and (4) any claim, violation, or cause of action against

1 Defendant's independent contractors or subcontractors. The Parties reserve the right to pursue,  
2 or defend against, any Reserved Claim. This Paragraph does not affect any statute of  
3 limitations, if any, which may be applicable to any Reserved Claim, and does not prohibit  
4 Defendant from asserting any statute of limitations or other legal or equitable defenses that may  
5 be applicable to any Reserved Claim.

6 **6.2** The provisions of Paragraphs 6.0 and 6.1 are expressly conditioned on Defendant  
7 making full payment pursuant to Paragraph 5.0.

8 **6.3.** In any subsequent action that may be brought by the People based on any  
9 Reserved Claim, Defendant cannot assert that failing to pursue any Reserved Claim as part of  
10 this action constitutes claim-splitting.

11 **6.4.** Any claims by Defendant, civil or administrative, against the People or against  
12 any agency of the State of California, or any county or city in the State of California, or any  
13 CUPA, Participating Agency or local agency (collectively, "Agencies"), or against any of their  
14 officers, employees, representatives, agents, or attorneys, arising out of or related to any  
15 Covered Matter are hereby merged into and extinguished by this Judgment; provided, however,  
16 that if any Agencies initiate claims against Defendant, Defendant retains any and all rights and  
17 defenses against such Agencies.

18 **7.0 ENFORCEMENT AND EFFECT OF FINAL JUDGMENT**

19 Except as expressly provided in this Stipulated Judgment, nothing in this Judgment is  
20 intended, nor shall it be construed, to preclude the People or any state, county, city, or local  
21 agency, department, board, CUPA, PA, or UPA from exercising its authority under any law,  
22 statute, or regulation, or the rights of Defendant to defend against any request of the People or  
23 any state, county, city, or local agency, department, board, CUPA, PA, or UPA for such relief or  
24 remedies.

25 Notwithstanding any other provision in this Judgment, nothing in this Judgment shall  
26 relieve Defendant from prospectively complying with any and all applicable laws and  
27 regulations, nor shall any term of this Judgment extend to Defendant's facilities outside the  
28 State of California.

1           **8.0    ADDITIONAL PROVISIONS**

2           **8.1    No Waiver of Right to Enforce**

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

8           **8.2    Neutral Construction**

9           The Parties acknowledge and agree that the terms and provisions of this Judgment have  
10 been negotiated and discussed between the Parties and their counsel, and this Judgment reflects  
11 their mutual agreement regarding the same. No Party shall be deemed to have drafted this  
12 Judgment, and this Judgment shall be construed neutrally and shall not be applied or interpreted  
13 more strictly against one Party than another Party.

14           **8.3    Entire Agreement**

15           This Judgment is intended to be a final and binding resolution of the subject matter set  
16 forth in this Judgment and supersedes and replaces any and all prior negotiations, confirmatory  
17 letters, and proposed agreements or final agreements, whether written or oral.

18           **8.4    Future Regulatory Changes**

19           Nothing in this Judgment shall excuse Defendant from meeting any more stringent  
20 requirements that may be imposed after the effective date of this Judgment by changes in  
21 applicable and legally binding legislation or regulations; however, Plaintiff is releasing all  
22 Covered Matter claims related to such additional requirements that accrued before the effective  
23 date of this Judgment. To the extent any future statutory or regulatory change makes  
24 Defendant’s obligations less stringent than those provided for in this Judgment, Defendant’s  
25 compliance with the changed law shall be deemed compliance with this Judgment.

26           **8.5    Continuing Jurisdiction**

27           The Court shall retain continuing jurisdiction to enforce the injunctive terms of this  
28 Judgment and to address any other matters arising out of or regarding this Judgment.

1           **8.6     Costs and Attorney’s Fees**

2           Except as specifically provided herein, each Party to this Judgment will bear its own  
3 costs and attorneys’ fees incurred in prosecuting, defending, and settling this action.

4           **8.7     Counterparts**

5           This Judgment may be signed in counterparts by the Parties and those counterparts when  
6 taken together shall have the same force and effect as if a single, original document has been  
7 signed by the Parties. For purposes of this Judgment, copies of signatures shall be deemed  
8 originals.

9           **8.8     Notice**

10          All notices required or permitted to be given pursuant to this Judgment shall be sent by  
11 email and by first class mail, postage prepaid, as follows:

12           If to Defendant:

13           Michael S. McDonough  
14           Pillsbury Winthrop Shaw Pittman LLP  
15           725 S Figueroa Street, Suite 2800  
16           Los Angeles, CA 90017  
17           (213) 488-7555  
18           michael.mcdonough@pillsburylaw.com

19           If to Plaintiff:

20           Christopher Dalbey  
21           Deputy District Attorney  
22           1112 Santa Barbara Street  
23           Santa Barbara, CA 93101  
24           (805) 568-2300  
25           cdalbey@co.santa-barbara.ca.us

26          The Parties shall inform each other of any change in the address, email address, or  
27 identity of person(s) to whom notice is to be directed pursuant to this section.

28           **8.9     Representations and Warranties**

          Each Party to this Judgment represents, warrants and agrees that each Party has made  
such investigation of the facts and matters pertaining to this Judgment as it deems necessary and  
is not relying on any representations made by the other Parties in entering into this Judgment;  
each Party has had an opportunity to consult with an attorney regarding the contents of this



1 Judgment; each Party or the responsible agent of the Party has read this Judgment and  
2 understands its contents; and each person signing this Judgment has the full authority to sign on  
3 behalf of the Party for which he or she is signing and to bind that Party to the obligations and  
4 commitments set forth herein.

5 **8.10 Amendment**

6 This Judgment may not be amended or modified except by a writing signed by the  
7 Parties.

8 **8.11 Governing Law and Venue**

9 This Judgment and its enforcement shall be governed by the laws of the State of  
10 California exclusive of its choice of law principles. The Parties agree that proper venue for any  
11 dispute or litigation arising from this Judgment shall be Santa Barbara County, California.

12 **8.12 Waiver of Terms**

13 A waiver of any term or condition of this Judgment shall not be deemed to be a waiver  
14 of any other term or condition of this Judgment or as to the future applicability of such term or  
15 condition unless agreed to in writing by the waiving Party.

16 **8.13 Binding Effect**

17 This Judgment and its terms, covenants, conditions, provisions, obligations,  
18 undertakings, rights and benefits shall be binding upon and inure to the benefit of the Parties  
19 and their respective successors-in-interest and assigns.

20 **8.12** Plaintiff and Defendant, by and through their respective and duly authorized  
21 representatives, hereby stipulate and consent to this Judgment.

22 **8.13** The effective date of this Judgment shall be upon entry. The Parties need not file  
23 a Notice of Entry of Judgment.

24 **9.0 LIABILITY**

25 Defendant neither admits nor denies any of the allegations in the Complaint.

26 **10.0 TERMINATION OF INJUNCTION**

27 At any time after this Judgment has been in effect for five (5) years, and Defendant has  
28 paid all amounts required under the Judgment, and Defendant has maintained its Compliance

1 Assurance Program for five (5) years from the Effective Date, Defendant may file a noticed  
2 motion pursuant to Code of Civil Procedure section 533 and Civil Code section 3424 requesting  
3 that the Court terminate the injunctive provisions in Paragraph 4. After the Judgment has been  
4 in effect for seven (7) years, and Defendant has paid all amounts required under the Judgment,  
5 the injunctive provisions in Paragraph 4 will terminate automatically. The termination of the  
6 injunctive provisions in the Judgment pursuant to this Section will render them of no further  
7 force and effect. Such termination shall have no effect on Defendant's obligation to comply  
8 with any requirements imposed by statute, regulation, ordinance, or law.

9 The termination of the injunctive provisions of the Judgment shall have no effect on  
10 Defendant's obligation to comply with the requirements imposed by statute, regulation,  
11 ordinance, or law.

12 It appearing to the court that there is good cause for the entry of this Judgment, **IT IS**  
13 **SO ORDERED.**

14 Dated:

15 **10/29/2021**



16 JUDGE OF THE SUPERIOR COURT  
17 **Donna D. Geck**

1 ATTACHMENT A, Additional Counsel for Plaintiff

2 NANCY E. O'MALLEY  
3 District Attorney of Alameda County  
4 KEVIN WONG, SBN 215446  
5 Deputy District Attorney  
6 7677 Oakport Street, Suite 650  
7 Oakland, CA 94621  
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9 kevin.wong@acgov.org

7 GEORGE GASCÓN  
8 District Attorney of Los Angeles County  
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12 Los Angeles, CA 90012  
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14 ccurtis@da.lacounty.gov

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17 Santa Ana, CA 92703  
18 (714) 834-3600  
19 william.fallon@da.ocgov.com

17 MICHAEL A. HESTRIN  
18 District Attorney of Riverside County  
19 LAUREN R. MARTINEAU, SBN 250982  
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21 3960 Orange Street  
22 Riverside, CA 92501  
23 (951) 955-5400  
24 laurenmartineau@rivcoda.org

23 ANNE MARIE SCHUBERT  
24 District Attorney of Sacramento County  
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26 Deputy District Attorney  
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28 Sacramento, CA 95814  
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4 San Diego, CA 92101  
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6 BIRGIT A. FLADAGER  
District Attorney of Stanislaus County  
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Deputy District Attorney  
8 832 12th Street, Suite 300  
9 Modesto, Ca. 95354  
209-525-5550  
10 Darrell.Griffin@standa.org

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**EXHIBIT A**  
**California TruTeam Facilities**

	<b>Address</b>	<b>City (TruTeam Store #)</b>	<b>County</b>
1	7650 Marathon Dr., Suite I/J	Livermore (420)	Alameda
2	28028 Industry Drive	Valencia (203)	Los Angeles
3	7412 Anaconda Avenue	Garden Grove (202)	Orange
4	82585 Showcase Parkway #D104	Indio (206)	Riverside
5	1120 Citrus Avenue	Riverside (201)	Riverside
6	475 Rivera Street, Unit D	Riverside (489)	Riverside
7	1015 North Market, Suite 11	Sacramento (270)	Sacramento
8	12251 Iavelli Way, Suite A	Poway (200)	San Diego
9	2393 A Street	Santa Maria (268)	Santa Barbara
10	2400 Rockefeller Drive	Ceres (485)	Stanislaus
11	2651 Lassiter Ln.	Turlock (567)	Stanislaus
12	5869 E Brown Avenue	Fresno (568)	Fresno
13	3980 Saco Rd #D	Bakersfield (569)	Kern

**EXHIBIT B  
Prosecutor Penalties**

Employer ID (FEIN)	AGENCY	Civil Penalties Business and Professions § 17200	Civil Penalties Health and Safety § 25189.2	Civil Penalties Health and Safety § 25515	Total of Civil Penalties Paid to Agency
94-6000501	Alameda County District Attorney's Office	\$ 29,601.00			\$ 29,601.00
94-6000512	Fresno County District Attorney's Office	\$ 11,685.00			\$ 11,685.00
95-6000925	Kern County District Attorney's Office	\$ 13,712.00			\$ 13,712.00
95-6000927	Los Angeles County District Attorney's Office	\$ 4,204.00			\$ 4,204.00
95-6000928	Orange County District Attorney's Office	\$ 26,173.00			\$ 26,173.00
95-6000930	Riverside County District Attorney's Office*	\$ 35,832.00			\$ 35,832.00
94-6000529	Sacramento County District Attorney's Office**	\$ 29,601.00			\$ 29,601.00
95-6000934	San Diego County District Attorney's Office	\$ 23,996.00			\$ 23,996.00
95-6002833	Santa Barbara County District Attorney's Office***	\$ 52,196.00	\$ 35,000.00	\$ 15,000.00	\$ 102,196.00
94-6000540	Stanislaus County District Attorney's Office	\$ 2,500.00			\$ 2,500.00
<b>Total Prosecutor Penalties</b>		<b>\$ 229,500.00</b>	<b>\$ 35,000.00</b>	<b>\$ 15,000.00</b>	<b>\$ 279,500.00</b>

\*RIVERSIDE Penalties: Business and Professions Code §17200: "Defendant" shall pay \$35,832.00 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 penalties pursuant to Business and Professions Code section 17206, shall be for the sole and exclusive use of the District Attorney to augment the 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.

\*\*\*SANTA BARBARA:  
The penalties paid to the Santa Barbara District Attorney's Office under Health and Safety Code section 25189.2 shall be apportioned pursuant to section 25192, subdivision (a).  
The penalties paid to the Santa Barbara District Attorney's Office under Health and Safety Code section 25515 shall be apportioned pursuant to section 25515.5, subdivision (b).

**Exhibit C**  
**Supplemental Environmental Projects**

**1. Craig Thompson Environmental Protection Prosecution Fund**

BUILDER SERVICES GROUP, INC., shall provide the amount of Twenty Thousand Dollars (\$20,000.00) payable to the Craig Thompson Environmental Protection Prosecution Fund (“CTEPP Fund”) to be used for purposes consistent with the mission of the CTEPP Fund.

**2. California Certified Unified Program Agency Forum Projects**

BUILDER SERVICES GROUP, INC., shall provide the amount of Twenty Thousand Dollars (\$20,000.00) payable to the CUPA Forum Environmental Protection Trust Fund (“CUPA Trust Fund”), which is administered and to be used by the California Certified Unified Program Agency Forum, for purposes consistent with the mission of the CUPA Trust Fund.

**3. California Department of Resources Recycling and Recovery (“CalRecycle”)**

BUILDER SERVICES GROUP, INC., shall provide the amount of Forty Thousand Dollars (\$40,000.00) payable to California Department of Resources Recycling and Recovery, for the sole purpose of funding the Farm and Ranch Solid Waste Cleanup and Abatement Grant Program.

**EXHIBIT D-1  
Prosecutor Costs**

<b>Employer ID (FEIN)</b>	<b>Counties *=CPP</b>	<b>Total Prosecutor Costs</b>
94-6000501	Alameda Co. District Attorney's Office	\$7,500.00
95-6000927	Los Angeles County District Attorney's Office	\$500.00
95-6000928	Orange Co. District Attorney's Office	\$5,000.00
95-6000930	Riverside Co. District Attorney's Office*	\$6,250.00
94-6000529	Sacramento Co. District Attorney's Office**	\$5,650.00
95-6000934	San Diego Co. District Attorney's Office	\$2,500.00
95-6002833	Santa Barbara Co. District Attorney's Office	\$11,375.00
94-6000540	Stanislaus Co. District Attorney's Office	\$2,750.00
<b>Total - Prosecutor Costs</b>		<b>\$41,525.00</b>

\*RIVERSIDE: "Defendant" shall pay **\$6,250.00** 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 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  
CUPA Costs**

<b>Federal Employer ID Numbers (FEIN)</b>	<b>Agency</b>	<b>Agency Costs</b>
94-6000359	City of Livermore, Livermore-Pleasanton Fire Department	\$ 800.00
95-6000928	Orange Co. - Environmental Health*	\$ 600.00
95-6000930	Riverside Co. - Environmental Health	\$ 1,000.00
94-6000529	Sacramento Co. - Environmental Health	\$ 1,000.00
95-6002833	Santa Barbara County Certified Unified Program Agency	\$ 5,654.00
94-6000540	Stanislaus Co. - Environmental Health	\$ 221.00
<b>Total Agency Costs</b>		<b>\$ 8,475.00</b>

\*ORANGE COUNTY: SIX HUNDRED DOLLARS (\$600.00) 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 enhancements of the Hazardous Waste Program for special projects and other uses as determined by the Director of Environmental Health. Said payment shall be made in the form of a check made payable to the County of Orange/Auditor-Controller.