



COUNTY OF SONOMA

**OFFICE OF THE DISTRICT ATTORNEY**

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**CARLA RODRIGUEZ**  
District Attorney

December 6, 2024

Department of Toxic Substance Control  
Accounting Office  
P.O. Box 806  
Sacramento, CA 95812-0806

Re: People v. Valley Pacific Petroleum Services, Inc. (Renner)  
Sonoma County Superior Court Case # 24CV06672

To whom it may concern,

Enclosed please find three checks; one made out to CUPA DTSC in the amount of \$15,000.00. These are penalties collected in the above matter under Health and Safety code 25189. The second check is made out to DTSC in the amount of \$7,500.00. These are penalties collected under the same code, Health and Safety 25189. The third check is made out to CUPA FORUM BOARD, in the amount of \$25,000.00. These monies are to be used as described in the Supplemental Environmental Project on page 11 of the enclosed final judgment.

Please contact Caroline Fowler at 707-565-3161 or at [caroline.fowler@sonoma-county.org](mailto:caroline.fowler@sonoma-county.org) if you have any questions or concerns.

Thank you,

Jeannie Barnes  
Legal Assistant  
Environmental and Consumer Law Division  
707-565-3161  
[Jeannie.barnes@sonoma-county.org](mailto:Jeannie.barnes@sonoma-county.org)

1 CARLA RODRIGUEZ  
2 DISTRICT ATTORNEY SONOMA COUNTY  
3 CAROLINE L. FOWLER (SBN 110313)  
4 DEPUTY DISTRICT ATTORNEY  
5 2400 COUNTY CENTER DRIVE, SUITE B-170  
6 SANTA ROSA, CA 95403  
7 Email: Caroline.Fowler@Sonoma-County.org  
8 Attorneys for Plaintiff  
9 The People of the State of California  
10  
11 (Additional Plaintiff's counsel listed in Exhibit A)

ELECTRONICALLY FILED  
Superior Court of California  
County of Sonoma  
11/19/2024 11:31 AM  
Robert Oliver, Clerk of the Court  
By: Angela Mendia, Deputy Clerk

8 SUPERIOR COURT OF CALIFORNIA

9 COUNTY OF SONOMA

11 **THE PEOPLE OF THE STATE OF  
12 CALIFORNIA,**

13 *Plaintiff,*

14 **vs.**

15 **VALLEY PACIFIC PETROLEUM SERVICES  
16 INC., A CALIFORNIA CORPORATION DBA  
17 RENNER PETROLEUM;  
18 and DOES 1 THROUGH 20,**

19 *Defendants.*

**CASE NO. 24CV06672**

Assigned for all purposes to:

Judge Bradford DeMeo

~~PROPOSED~~ **FINAL JUDGMENT ON  
CONSENT**

Dept.: 17

Judge: Bradford DeMeo

Action filed: November 8, 2024

EXHIBIT A

1  
2  
3 RONALD J. FREITAS  
4 San Joaquin County District Attorney  
5 CELESTE KAISCH, SBN 234174  
6 Deputy District Attorney  
7 222 E. Weber Avenue, Room 202  
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26 Anand "Lucky" Jesrani, SBN 238252  
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District Attorney Humboldt County  
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4<sup>th</sup> Floor  
Eureka, CA 95501  
Telephone: (707) 445-7416

1 It appearing that the Court has jurisdiction over the subject matter and the parties; that  
2 Plaintiff, THE PEOPLE OF THE STATE OF CALIFORNIA (People), by and through CARLA  
3 RODRIGUEZ, DISTRICT ATTORNEY SONOMA COUNTY and the additional counsel for the  
4 People as listed on Exhibit A and Defendant Valley Pacific Petroleum Services, Inc., a California  
5 corporation dba Renner Petroleum by and through its attorneys, Donald Sobelman, Farella, Braun &  
6 Martel, LLP have executed a STIPULATION FOR ENTRY OF FINAL JUDGMENT ON CONSENT  
7 (“Stipulation”), filed concurrently with this FINAL JUDGMENT ON CONSENT (“Judgment”); that  
8 the Stipulation recites, among other things, the consent of the parties to the signing of this Judgment by  
9 the Court and to its filing and entry; and, that therefore, upon the consent of the parties hereto, and good  
10 cause appearing for the entry of this Judgment,

11 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED:**

12 **A. JURISDICTION**

13 The Superior Court of Sonoma County has subject matter jurisdiction and personal jurisdiction  
14 over the parties.

15 **B. DEFINITIONS**

16 Except where otherwise expressly defined herein, all terms in this Judgment shall be interpreted  
17 consistent with Chapters 6.5, 6.7, and 6.95 of Division 20 of the Health and Safety Code and the  
18 regulations promulgated under these chapters.

19 1. “Above Ground Storage Tank” or “AST”, as used herein, shall have the definition  
20 provided by Health and Safety Code section 25270.2(a).

21 2. “Covered Facilities” means the Defendant’s facilities in the State of California listed in  
22 Exhibit B.

23 3. “Certified Unified Program Agency” or “CUPA” is the agency certified by the  
24 California Environmental Protection Agency pursuant to the requirements of Chapter 6.11 of the Health  
25 and Safety Code to implement certain State of California environmental programs within the local  
26 agency’s jurisdiction. As used in this Judgment, CUPA includes any Participating Agency or Unified  
27 Program Agency.  
28

1 4. "Force Majeure" is any event arising from causes beyond the reasonable control of  
2 Defendant or its contractors, consultants, or agents that delays or prevents performance under this  
3 Agreement. This includes, without limitation, acts of God, acts of war, power outages, mandatory or  
4 advisory evacuations, mandatory closures, acts of terrorism, fire, explosion, extraordinary weather  
5 events, restraint by court order or public authority, or other causes beyond Defendant's reasonable  
6 control. A Force Majeure event does not include financial inability to fund or complete the work, any  
7 failure by Defendant's suppliers, contractors, subcontractors, or other persons contracted to perform the  
8 work for or on behalf of Defendant (unless failure to do so is itself due to a Force Majeure event), nor  
9 does it include circumstances which could have been avoided if Defendant had complied with  
10 preventative requirements imposed by law, regulation, or ordinance.

11 5. "Hazardous Materials Business Plan" or "HMBP" as used herein, means a separate plan  
12 for each facility, site, or branch of business which meets the requirements of Health and Safety Code  
13 section 25505.

14 6. "Hazardous Material," as used herein, means "hazardous material" as that term is used  
15 in Health and Safety Code section 25501(n).

16 7. "Hazardous Waste," as used herein, shall have the definition as provided for in Health  
17 and Safety Code section 25117.

18 8. "Hazardous Waste Management," and "management" as used herein, shall have the  
19 definition as provided for in Health and Safety Code section 25117.2.

20 9. "Underground Storage Tank System" or "UST system," as used herein, shall have the  
21 definition provided by Health and Safety Code section 25281(z).

### 22 **C. INJUNCTIVE RELIEF**

23 The provisions of this injunction are applicable to Defendant, its successors and assigns, its  
24 agents, representatives, officers, directors, managers, subsidiaries, and to all persons, employees, and  
25 corporations and other entities acting under, by, through or on behalf of or in concert with Defendant  
26 with actual or constructive knowledge of this Final Judgment, with regard to the Covered Facilities.  
27

28 ////

1                   **1. GENERAL INJUNCTIVE PROVISIONS**

2                   Pursuant to the provisions of the Health and Safety Code sections 25181, 25184, 25299.01,  
3 25516, 25516.2 and Business and Professions Code section 17203, Defendant is enjoined to comply  
4 with Chapters 6.5, 6.67, 6.7, and 6.95 of Division 20 of the Health and Safety Code and the regulations  
5 promulgated under these chapters, with regard to the Covered Facilities.

6                   **2. SPECIFIC INJUNCTIVE PROVISIONS**

7                   Pursuant to the provisions of Health and Safety Code sections 2299.01, 25299.04, 25270.12,  
8 25181, 25184, 25515.16, 25515.8 and Business and Professions Code section 17203. Defendant shall  
9 be, and is hereby, enjoined and restrained from failing to comply with any of the legal requirements at  
10 the Covered Facilities Defendant owns and/or operates:

11                   2.1. Defendant shall not install any new Above Ground Storage Tanks, or perform any related  
12 work at any Covered Facility without obtaining the necessary permits and authorization from the local  
13 jurisdiction where the facility is located for such installation.

14                   2.2 Defendant shall timely file a tank facility statement or amendment as required under  
15 Health & Safety Code Section 25270.6 in the event of any addition, removal or change in the products  
16 stored in any above ground storage tanks at its Covered Facilities.

17                   2.3 Defendant shall only use Above Ground Storage Tanks that comply with the  
18 requirements of Chapter 6.67 of the Health and Safety Code and any implementing regulations  
19 including but not limited to 40 CFR § 112 *et. seq.*

20                   2.4 Defendant shall prepare and maintain a Spill Prevention Control and Counter Measure  
21 Plan (“SPCC”) on site for each Covered Facility that has Above Ground Storage Tank and for which an  
22 SPCC is required under 40 C.F.R. § 112 *et seq.*, and Defendant shall amend the SPCC as required and  
23 in accordance with Health and Safety Code sections 25270.4.5 and 25270.5 and implementing  
24 regulations.

25                   2.5 Defendant shall promptly notify the appropriate regulatory agencies of any spill or  
26 discharge as required under Health and Safety Code section 25270.8.  
27  
28

1           2.6     Defendant shall at all times, possess a current and valid permit to operate each UST, and  
2 retain a copy of said permit at each Facility as required by Health and Safety Code section 25284 and  
3 California Code of Regulations, Title 23, section 2712(d).

4           2.7.     Defendant shall not raise, alter the position of, tamper with, disable, or otherwise render  
5 nonfunctional or ineffective, sensors in spill containment structures, under dispenser containment, and  
6 sumps pursuant to Health and Safety Code section 25299(a)(9).

7           2.8.     Defendant shall immediately replace or repair any leak-detecting equipment, including  
8 but not limited to leak-detecting sensors, that for any reason, become incapable of detecting an  
9 unauthorized release from any portion of the underground storage tank system at the earliest possible  
10 opportunity as required by California Code of Regulations, title 23, section 2630(d).

11           2.9     If any UST system fails a secondary containment test, Defendant shall immediately take  
12 all appropriate action to prevent a release, including but not limited to, shutting down the affected  
13 portion of the UST system.

14           2.10.    Defendant shall at all times ensure that all secondary containment systems are  
15 constructed so that any releases to the secondary containment system will flow to a collection sump as  
16 required by California Code of Regulations, title 23, section 2636(c)(1).

17           2.11.    Defendant shall at all times have a means of monitoring for water intrusion by  
18 precipitation or infiltration into secondary containment as required by Health and Safety Code section  
19 25291(e).

20           2.12.    Defendant shall at all times timely notify the appropriate CUPA of any unauthorized  
21 releases from a diesel vent line and provide a report describing the release and the corrective actions as  
22 required by Health and Safety Code section 25295 and California Code of Regulations, title 23,  
23 sections 2650 and 2652.

24           2.13.    Defendant shall equip all UST systems with a spill containment structure and overfill  
25 prevention system as required by California Code of Regulations, title 23, section 2635(c).

26  
27 // // // //

28 // // // //

1           2.14. Defendant shall implement corrections specified in any CUPA inspection report within  
2 thirty (30) days after receiving an inspection report, as required by California Code of Regulations, title  
3 23, section 2712(f),

4           2.15. Defendant shall at all times have an operational audible/visual alarm system connected  
5 for continuous monitoring as required by California Code of Regulations, title 23, sections  
6 2632(c)(2)(B) and 2636(f)(1).

7           2.16 Defendant shall submit any proposed upgrade or repair of a UST system to the  
8 appropriate regulatory agency for its approval as required by California Code of Regulations, Title 23,  
9 section 2660(k) and shall obtain the CUPA's approval before proceeding, pursuant to California Code  
10 of Regulations, Title 23, section 2662(a).

11           2.17. Defendant shall at all times submit Monitoring Response Plans pursuant to California  
12 Code of Regulations, title 23, section 2632.

13           2.18. Defendant shall test secondary containment systems in accordance with California Code  
14 of Regulations, title 23, section 2637(a).

15           2.19. Defendant shall at all times have documentation on-site regarding monitoring system  
16 alarms and action taken in response to alarms, if any, available for review as required by California  
17 Code of Regulations, title 23, section 2712.

18           2.20. Defendant shall annually perform online leak detection tests as required by California  
19 Code of Regulation, title 23, section 2636(f)(2).

20           2.21. Defendant shall annually perform pipeline integrity tests as required by California Code  
21 of Regulation, title 23, section 2636(f)(4).

22           2.22. Defendant shall implement and maintain a monitoring program for its pressurized  
23 product piping, other than pressurized piping contained in under-dispenser containment, that is fail safe  
24 and shuts down the pump when a leak is detected, as required by California Code of Regulations, title  
25 23, section 2636(f)(5)(B).

26           2.23. Defendant shall annually test and certify UST monitoring systems in accordance with  
27 California Code of Regulations, title 23, section 2638.  
28



1           2. 24. Defendant shall at all times notify the appropriate CUPA in advance of upgrades of UST  
2 systems, including replacement of spill containers, as required by California Code of Regulations, title  
3 23, section 2662.

4           2.25. Defendant shall not allow liquid and debris to accumulate in containment sumps, as  
5 required by law.

6           2.26. Defendant shall at all times maintain monitoring and maintenance records pursuant to  
7 California Code of Regulations, title 23, section 2712(b).

8           2.27. Defendant shall at all times provide adequate training to all employees to respond to a  
9 hazardous material spill or release from a UST system, including familiarizing employees with the UST  
10 monitoring plan and release report procedures in the HMBP, pursuant to Health and Safety Code  
11 section 25505.

12           2.28. Defendant shall at all times notify the appropriate CUPA of changes in the usage of  
13 USTs, including a change in the storage of new hazardous substances, as required by Health and Safety  
14 Code section 25286.

15           2.29. Defendant shall at all times submit accurate as-built drawings for variations to the  
16 approved plans including remote monitoring sumps, remote fill lines for waste oil tanks, remote alarm  
17 panels, and monitoring sensors as required by California Code of Regulations, title 23, section  
18 2711(a)(8).

19           2.30. Defendant shall at all times submit documentation to show compliance with state and  
20 federal financial responsibility requirements applicable to underground storage tanks containing  
21 petroleum as required by California Code of Regulations, title 23, section 2711(a)(11).

22           2.31. Defendant shall at all times inform the appropriate CUPA of changes to the designated  
23 underground storage tank operator as required by California Code of Regulations, title 23, section  
24 2715(a).

25           2.32. Defendant shall at all times cause the designated underground storage tank operator to  
26 provide facility employee training as required by California Code of Regulations, title 23, section  
27 2715(f).  
28

1           2.33. Defendant shall at all times maintain a list of facility employees who have been trained  
2 by the designated underground storage tank operator and provide a list of facility employees who have  
3 been trained to the local agency upon request as required by California Code of Regulations, title 23,  
4 section 2715(f)(3).

5           2.34. Defendant shall provide to the appropriate CUPA the bi-annual line integrity test results  
6 for all remote fill lines as required by California Code of Regulations, title 23, section 2643(e).

7           2.35. Defendant shall submit UST permit application-Form A and UST permit application-  
8 Form B to the local agency as required by California Code of Regulations, title 23, section 2711(c).

9           2.36. Defendant shall at all times monitor the UST system as specified on the permit as  
10 required by Health and Safety Code section 25293.

11           2.37. Defendant shall at all times provide training to employees pursuant to California Code of  
12 Regulations, title 22, section 66265.16.

13           2.38. Defendant shall at all times maintain documentation of training of employees pursuant  
14 to California Code of Regulations, title 22, section 66265.16.

15           2.39. Defendant shall at all times properly label containers of hazardous waste as required by  
16 law.

17           2.40. Defendant shall at all times keep containers of hazardous waste closed except when  
18 removing or adding hazardous waste as required by California Code of Regulations, title 22, section  
19 66265.173.

20           2.41. Defendant shall at all times maintain adequate aisle space in hazardous waste  
21 accumulation areas as required by California Code of Regulations, title 22, section 66265.35.

22           2.42. Defendant shall establish/implement a HMBP as required by Health and Safety Code  
23 section 25503.5. If the appropriate CUPA finds a violation of Health and Safety Code section 25503.5,  
24 Defendant shall correct the violation within fifteen (15) days.  
25

26           2.43. Defendant shall submit/update HMBPs as required by Health and Safety Code section  
27 25505.  
28

1 2.44. Defendant shall at all times have an emergency coordinator as required by California  
2 Code of Regulations, title 22, section 66265.55.

3 2.45. Defendant shall not manage hazardous waste without an Environmental Protection  
4 Agency Identification number as required by California Code of Regulations, title 22, section  
5 66262.18(a).

6 2.46. Defendant shall keep required copies of Uniform Hazardous Waste Manifests for three  
7 (3) years as required by California Health and Safety Code section 25160.2(b)(3).

8 2.47. Defendant shall not store hazardous waste on-site at any of the Covered Facilities in  
9 violation of Health and Safety Code section 25201(a).

10 **D. PAYMENTS OF CIVIL PENALTIES AND COSTS**

11 Defendant shall pay a total of One Million One Hundred Forty-Three Thousand dollars  
12 (\$1,143,000), to be allocated and to be paid as set forth herein. Defendant shall deliver all required  
13 payments by cashier's check to Caroline Fowler, Deputy District Attorney, County of Sonoma,  
14 Environmental Consumer Law Division at 2400 County Center Drive, Suite B-170, Santa Rosa, CA  
15 95403 for distribution pursuant to the terms of Exhibits C-1 and C-2 of this Judgment.  
16

17 **1. REIMBURSEMENT OF COSTS OF INVESTIGATION AND ENFORCEMENT**

18 1.1. Within fifteen (15) days of entry of this Final Judgment on Consent, Defendant shall pay  
19 a total of One Hundred Fifty-Three Thousand dollars (\$153,000) for reimbursement of attorneys' fees,  
20 costs of investigation, and other costs of enforcement. Checks shall be made payable to the agencies  
21 and in the amounts set forth in Exhibit C-1

22 **2. CIVIL PENALTIES**

23 2.1. In addition to the payments made in accordance with Section D.1.1, Defendant shall pay  
24 a total of Nine Hundred and Sixty-Five Thousand Dollars (\$965,000) as Civil Penalties allocated and to  
25 be distributed as set forth in Exhibit C-2.

26 2.2 All payments referenced above shall be paid as set forth in Section D above.  
27  
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1                   **3. SUPPLEMENTAL ENVIRONMENTAL PROJECT**

2                   3.1 Defendant shall pay the sum of Twenty-Five Thousand Dollars (\$25,000) as a  
3 Supplemental Environmental Project to the CUPA Forum Board for training purposes. Said check shall  
4 be made payable to the CUPA Forum Board and delivered to Caroline Fowler as outlined above.

5                   **4. TAX INFORMATION**

6                   4.1 The People will report the Penalty Payments as penalties through an IRS Form 1098-F,  
7 pursuant to and consistent with 26 U.S.C. section 6050X. Therefore, Defendant shall provide to the  
8 People (i) an IRS Form W-9 within 14 calendar days of entry of this Judgment, and (ii) any other  
9 information the People reasonably requires to fulfill its reporting obligations within seven (7) days of  
10 the People's request.

11                   **E. FORCE MAJEURE**

12                   1. Defendant may assert Force Majeure as an affirmative defense in the event it is unable to  
13 perform its obligations under this Judgment.

14                   **F. ENFORCEMENT**

15                   1. The People may move this Court to enforce any provision of this Judgment and to award  
16 other appropriate relief, including penalties for contempt and/or extending the duration of injunctive  
17 relief provided herein, by serving and filing a regularly noticed motion in accordance with Code of  
18 Civil Procedure section 1005 ("Enforcement Motion"). Defendant may file an opposition, and the  
19 People may file a reply.

20                   2. Imposition of penalties pursuant to this provision of this Judgment is in addition to any  
21 enforcement action that may be taken by the People, or any state, county, or local agency, department,  
22 board, or entity, or any CUPA for violations of applicable environmental laws.

23                   **G. EFFECT OF CONSENT JUDGMENT**

24                   1. Except as expressly provided in Section H, nothing in this Judgment shall be construed  
25 to preclude the People, or any state, county, or local agency, department, board or entity, or any CUPA,  
26 from exercising its authority under any law, statute, or regulation.  
27  
28

1           2.     Nothing in this Judgment nor compliance with this Judgment shall constitute or be  
2 construed as an admission nor a denial by Defendant or by any of its respective officers, directors,  
3 shareholders, employees, agents, parent companies, subsidiaries, or affiliates of any allegation, fact, or  
4 violation of law, either asserted in the Complaint or otherwise by the People.

5           **H.     MATTERS COVERED AND RESERVED CLAIMS**

6           1.     This Judgment is a final and binding resolution and settlement of all known claims,  
7 violations, and causes of action alleged by the People in the Complaint with respect to the violations of  
8 Chapter 6.5, 6.67, 6.7, and 6.95, and of all claims, violations, or causes of action related to the  
9 violations of Chapter 6.5, 6.67, 6.7, and 6.95 alleged by the People which could have been asserted by  
10 the People based on the facts that are the subject of the Complaint against Defendant. The matters  
11 described in the previous sentence are “Covered Matters.” The People may pursue any claim that is not  
12 a covered matter (“Reserved Claims”).

13           2.     Any claims, violations, or causes of action that are not based on facts alleged in the  
14 Complaint, including but not limited to any violations that occurred after September 1, 2024, or which  
15 are not related to the Covered Facilities, are not resolved, settled, or covered by this Judgment. In  
16 addition, claims, violations, or causes of action against independent contractors or subcontractors of  
17 Defendant, if any, are not resolved by this Judgment.

18           3.     Notwithstanding any other provision of this Judgment, any claims, or causes of action  
19 for performance of cleanup, corrective action, or response action concerning or arising out of actual  
20 past or future releases, spills, leaks, discharges, or disposal of hazardous materials, hazardous wastes,  
21 and/or hazardous substances caused or contributed to by Defendant, or claims or causes of action  
22 relating to the disposal of hazardous materials, hazardous wastes, or hazardous substances by  
23 Defendant, where such disposal was unknown to the People as of September 1, 2024, are not Covered  
24 Matters and are Reserved Claims.

25           4.     In any subsequent action that may be brought in the name of the People based on any  
26 Reserved Claims, Defendant will not assert that the failure to pursue the Reserved Claims as part of this  
27 action constitutes claim-splitting or laches or is otherwise inequitable because of this asserted failure.  
28

1 This Section does not bar Defendant from asserting any statute of limitations that may be applicable to  
2 any Reserved Claims or any other defense.

3 5. Defendant shall not to pursue any civil or administrative claims against the People or  
4 against any agencies of the State of California, any counties in the State of California, or any CUPA, or  
5 against their officers, employees, representatives, agents, or attorneys, arising out of or related to the  
6 Complaint and the Covered Matters.

7 **I. NOTICE**

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

9 For Plaintiff:

10  
11 CAROLINE L. FOWLER  
12 Deputy District Attorney  
13 DUSTIN HUGHSON  
14 Deputy District Attorney  
15 2300 County Center Drive, Suite B-170  
16 Santa Rosa, California 95403  
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18 Telephone: (559) 636-5494

19  
20 b. For Defendant:

21 Brian Schusterman  
22 McDonald Carano LLP  
100 W Liberty St # 1000  
23 Reno, NV 89501  
Telephone: (775) 398-7417  
24 Email: bschusterman@mcdonaldcarano.com

25 Donald Sobelman  
26 Farella Braun + Martel LLP  
One Bush Street, Suite 900  
27 San Francisco, CA 94104  
Telephone: (415) 954-4440  
28 Email: dsobelman@fbm.com

1 Any party may change its notice and name and address by informing the other Parties in writing  
2 by certified mail. The change shall be effective upon receipt of the certified mail.

3 2. All notices and communications required or permitted under this Judgment that are  
4 properly addressed as provided in this section are effective upon delivery if delivered personally or by  
5 overnight delivery or are effective five (5) days following deposit in the United States mail, postage  
6 prepaid if delivered by mail, or are effective the next court day that electronic mail is sent before 5:00  
7 p.m. (PST) to the electronic mail addresses of the designated recipients for notice concurrent with  
8 sending the notice by United States mail.

9 **J. NECESSITY FOR WRITTEN APPROVALS**

10 All notices, approvals, and decisions of the People under the terms of this Judgment shall be  
11 communicated to Defendant in writing. No oral advice, guidance, suggestions, or comments by  
12 employees or officials of the People regarding submissions or notices shall be construed to relieve  
13 Defendant of its obligations to obtain any final written approval required by this Judgment.  
14

15 **K. NO WAIVER OF RIGHT TO ENFORCE**

16 The failure of the People to enforce any provision of this Judgment shall neither be deemed a  
17 waiver of such provision nor in any way affect the validity of this Judgment. The failure of the People  
18 to enforce any such provision shall not preclude it from later enforcing the same or other provisions of  
19 this Judgment. No oral advice guidance, suggestions, or comments by employees or officials of the  
20 People or Defendant, or people acting on behalf of Defendant, regarding matters covered in this  
21 Judgment shall be construed to relieve the Defendant of its obligations under this Judgment.

22 **L. REGULATORY CHANGES**

23 Nothing in this Judgment shall excuse the Defendant from meeting any more stringent  
24 requirements that may be imposed by changes in applicable law.

25 **N. APPLICATION OF JUDGMENT**

26 This Judgment shall apply to and be binding upon the People and upon the Defendant and its  
27 successors, assigns, directors, officers, and representatives.

28 ////



1           **O. CONTINUING JURISDICTION**

2 This Court shall retain continuing jurisdiction to interpret and enforce the terms of this Judgment and to  
3 address any other matters arising out of or regarding this Judgment.

4           **P. ABILITY TO INSPECT AND COPY RECORDS AND DOCUMENTS**

5           On reasonable notice and subject to all of the defenses the Defendant would have to a request  
6 for documents made by subpoenas, discovery, or other formal legal process, Defendant shall permit any  
7 duly authorized representative of the People to inspect and copy Defendant's respective records and  
8 documents to determine whether Defendant is in compliance with the terms of this Judgment. Nothing  
9 in this Paragraph is intended to require access to or production of any privileged documents. This  
10 Paragraph shall not limit the People's authority to access or obtain information records and documents  
11 pursuant to any other statute or regulation.

12           **Q. PAYMENT OF LITIGATION EXPENSES AND FEES**

13           Defendant shall pay its respective attorneys' fees, expert witness fees and costs, and all other  
14 costs of litigation and investigation incurred by it in connection with this matter except as otherwise  
15 specified herein.

16           **R. MODIFICATION**

17           This Judgment may be modified only by the Court, upon noticed motion, or upon written  
18 consent by the parties and approval of the Court.

19  
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28 //

1           **S.    TERMINATION**

2           At any time after this Final Judgment has been in effect for three (3) years, Defendant may  
3 move to terminate the injunctive provisions in Section C pursuant to Code of Civil Procedure section  
4 533 and Civil Code section 3424 unless Defendant has failed to pay all amounts required under the  
5 Final Judgment. After this Final Judgment has been in effect for five (5) years, and Defendant has paid  
6 and expended all amounts required under the Final Judgment, the injunctive provisions in Section C  
7 will terminate automatically.

8  
9 Dated: 11/19/2024

10 A handwritten signature in black ink, appearing to be the initials 'BJ', written over a horizontal line.

11 JUDGE OF THE SUPERIOR COURT

1 CARLA RODRIGUEZ  
2 DISTRICT ATTORNEY SONOMA COUNTY  
3 CAROLINE L. FOWLER (SBN 110313)  
4 DEPUTY DISTRICT ATTORNEY  
5 2400 COUNTY CENTER DRIVE, SUITE B-170  
6 SANTA ROSA, CA 95403  
7 Email: Caroline.Fowler@Sonoma-County.org  
8 Attorneys for Plaintiff  
9 The People of the State of California

10 (Additional Plaintiff's counsel listed in Exhibit A)

11 SUPERIOR COURT OF CALIFORNIA

12 COUNTY OF SONOMA

13 **THE PEOPLE OF THE STATE OF  
14 CALIFORNIA,**

15 *Plaintiff,*

16 **vs.**

17 **VALLEY PACIFIC PETROLEUM SERVICES  
18 INC., A CALIFORNIA CORPORATION DBA  
19 RENNER PETROLEUM;  
20 and DOES 1 THROUGH 20,**

21 *Defendants.*

22 **CASE NO.**

23 Assigned for all purposes to:

24 Department.

25 **[PROPOSED] FINAL JUDGMENT ON  
26 CONSENT**

27 Dept.:

28 Judge:

Action filed:

EXHIBIT A

1  
2  
3 RONALD J. FREITAS  
San Joaquin County District Attorney  
4 CELESTE KAISCH, SBN 234174  
Deputy District Attorney  
5 222 E. Weber Avenue, Room 202  
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TIM WARD  
Tulare County District Attorney  
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8 LISA A. SMITTCAMP  
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18 STEPHANIE A. BRIDGETT  
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22  
23 STACEY EADS, SBN 215720  
District Attorney Humboldt County  
24 825 5<sup>th</sup> Street  
4<sup>th</sup> Floor  
25 Eureka, CA 95501  
26 Telephone: (707) 445-7416

1 It appearing that the Court has jurisdiction over the subject matter and the parties; that  
2 Plaintiff, THE PEOPLE OF THE STATE OF CALIFORNIA (People), by and through CARLA  
3 RODRIGUEZ, DISTRICT ATTORNEY SONOMA COUNTY and the additional counsel for the  
4 People as listed on Exhibit A and Defendant Valley Pacific Petroleum Services, Inc., a California  
5 corporation dba Renner Petroleum by and through its attorneys, Donald Sobelman, Farella, Braun &  
6 Martel, LLP have executed a STIPULATION FOR ENTRY OF FINAL JUDGMENT ON CONSENT  
7 (“Stipulation”), filed concurrently with this FINAL JUDGMENT ON CONSENT (“Judgment”); that  
8 the Stipulation recites, among other things, the consent of the parties to the signing of this Judgment by  
9 the Court and to its filing and entry; and, that therefore, upon the consent of the parties hereto, and good  
10 cause appearing for the entry of this Judgment,

11 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED:**

12 **A. JURISDICTION**

13 The Superior Court of Sonoma County has subject matter jurisdiction and personal jurisdiction  
14 over the parties.

15 **B. DEFINITIONS**

16 Except where otherwise expressly defined herein, all terms in this Judgment shall be interpreted  
17 consistent with Chapters 6.5, 6.7, and 6.95 of Division 20 of the Health and Safety Code and the  
18 regulations promulgated under these chapters.

19 1. “Above Ground Storage Tank” or “AST”, as used herein, shall have the definition  
20 provided by Health and Safety Code section 25270.2(a).

21 2. “Covered Facilities” means the Defendant’s facilities in the State of California listed in  
22 Exhibit B.

23 3. “Certified Unified Program Agency” or “CUPA” is the agency certified by the  
24 California Environmental Protection Agency pursuant to the requirements of Chapter 6.11 of the Health  
25 and Safety Code to implement certain State of California environmental programs within the local  
26 agency’s jurisdiction. As used in this Judgment, CUPA includes any Participating Agency or Unified  
27 Program Agency.  
28

1           4.     “Force Majeure” is any event arising from causes beyond the reasonable control of  
2 Defendant or its contractors, consultants, or agents that delays or prevents performance under this  
3 Agreement. This includes, without limitation, acts of God, acts of war, power outages, mandatory or  
4 advisory evacuations, mandatory closures, acts of terrorism, fire, explosion, extraordinary weather  
5 events, restraint by court order or public authority, or other causes beyond Defendant’s reasonable  
6 control. A Force Majeure event does not include financial inability to fund or complete the work, any  
7 failure by Defendant’s suppliers, contractors, subcontractors, or other persons contracted to perform the  
8 work for or on behalf of Defendant (unless failure to do so is itself due to a Force Majeure event), nor  
9 does it include circumstances which could have been avoided if Defendant had complied with  
10 preventative requirements imposed by law, regulation, or ordinance.

11           5.     “Hazardous Materials Business Plan” or “HMBP” as used herein, means a separate plan  
12 for each facility, site, or branch of business which meets the requirements of Health and Safety Code  
13 section 25505.

14           6.     “Hazardous Material,” as used herein, means “hazardous material” as that term is used  
15 in Health and Safety Code section 25501(n).

16           7.     “Hazardous Waste,” as used herein, shall have the definition as provided for in Health  
17 and Safety Code section 25117.

18           8.     “Hazardous Waste Management,” and “management” as used herein, shall have the  
19 definition as provided for in Health and Safety Code section 25117.2.

20           9.     “Underground Storage Tank System” or “UST system,” as used herein, shall have the  
21 definition provided by Health and Safety Code section 25281(z).

22  
23           **C. INJUNCTIVE RELIEF**

24           The provisions of this injunction are applicable to Defendant, its successors and assigns, its  
25 agents, representatives, officers, directors, managers, subsidiaries, and to all persons, employees, and  
26 corporations and other entities acting under, by, through or on behalf of or in concert with Defendant  
27 with actual or constructive knowledge of this Final Judgment, with regard to the Covered Facilities.

28           /////

1                   **1. GENERAL INJUNCTIVE PROVISIONS**

2                   Pursuant to the provisions of the Health and Safety Code sections 25181, 25184, 25299.01,  
3 25516, 25516.2 and Business and Professions Code section 17203, Defendant is enjoined to comply  
4 with Chapters 6.5, 6.67, 6.7, and 6.95 of Division 20 of the Health and Safety Code and the regulations  
5 promulgated under these chapters, with regard to the Covered Facilities.

6                   **2. SPECIFIC INJUNCTIVE PROVISIONS**

7                   Pursuant to the provisions of Health and Safety Code sections 2299.01, 25299.04, 25270.12,  
8 25181, 25184, 25515.16, 25515.8 and Business and Professions Code section 17203. Defendant shall  
9 be, and is hereby, enjoined and restrained from failing to comply with any of the legal requirements at  
10 the Covered Facilities Defendant owns and/or operates:

11                   2.1. Defendant shall not install any new Above Ground Storage Tanks, or perform any related  
12 work at any Covered Facility without obtaining the necessary permits and authorization from the local  
13 jurisdiction where the facility is located for such installation.

14                   2.2 Defendant shall timely file a tank facility statement or amendment as required under  
15 Health & Safety Code Section 25270.6 in the event of any addition, removal or change in the products  
16 stored in any above ground storage tanks at its Covered Facilities.

17                   2.3 Defendant shall only use Above Ground Storage Tanks that comply with the  
18 requirements of Chapter 6.67 of the Health and Safety Code and any implementing regulations  
19 including but not limited to 40 CFR § 112 *et. seq.*

20                   2.4 Defendant shall prepare and maintain a Spill Prevention Control and Counter Measure  
21 Plan (“SPCC”) on site for each Covered Facility that has Above Ground Storage Tank and for which an  
22 SPCC is required under 40 C.F.R. § 112 *et seq.*, and Defendant shall amend the SPCC as required and  
23 in accordance with Health and Safety Code sections 25270.4.5 and 25270.5 and implementing  
24 regulations.

25                   2.5 Defendant shall promptly notify the appropriate regulatory agencies of any spill or  
26 discharge as required under Health and Safety Code section 25270.8.  
27  
28

1           2.6     Defendant shall at all times, possess a current and valid permit to operate each UST, and  
2 retain a copy of said permit at each Facility as required by Health and Safety Code section 25284 and  
3 California Code of Regulations, Title 23, section 2712(d).

4           2.7.     Defendant shall not raise, alter the position of, tamper with, disable, or otherwise render  
5 nonfunctional or ineffective, sensors in spill containment structures, under dispenser containment, and  
6 sumps pursuant to Health and Safety Code section 25299(a)(9).

7           2.8.     Defendant shall immediately replace or repair any leak-detecting equipment, including  
8 but not limited to leak-detecting sensors, that for any reason, become incapable of detecting an  
9 unauthorized release from any portion of the underground storage tank system at the earliest possible  
10 opportunity as required by California Code of Regulations, title 23, section 2630(d).

11           2.9     If any UST system fails a secondary containment test, Defendant shall immediately take  
12 all appropriate action to prevent a release, including but not limited to, shutting down the affected  
13 portion of the UST system.

14           2.10.    Defendant shall at all times ensure that all secondary containment systems are  
15 constructed so that any releases to the secondary containment system will flow to a collection sump as  
16 required by California Code of Regulations, title 23, section 2636(c)(1).

17           2.11.    Defendant shall at all times have a means of monitoring for water intrusion by  
18 precipitation or infiltration into secondary containment as required by Health and Safety Code section  
19 25291(e).

20           2.12.    Defendant shall at all times timely notify the appropriate CUPA of any unauthorized  
21 releases from a diesel vent line and provide a report describing the release and the corrective actions as  
22 required by Health and Safety Code section 25295 and California Code of Regulations, title 23,  
23 sections 2650 and 2652.

24           2.13.    Defendant shall equip all UST systems with a spill containment structure and overflow  
25 prevention system as required by California Code of Regulations, title 23, section 2635(c).

26  
27 ////

28 ////



1           2.14. Defendant shall implement corrections specified in any CUPA inspection report within  
2 thirty (30) days after receiving an inspection report, as required by California Code of Regulations, title  
3 23, section 2712(f),

4           2.15. Defendant shall at all times have an operational audible/visual alarm system connected  
5 for continuous monitoring as required by California Code of Regulations, title 23, sections  
6 2632(c)(2)(B) and 2636(f)(1).

7           2.16 Defendant shall submit any proposed upgrade or repair of a UST system to the  
8 appropriate regulatory agency for its approval as required by California Code of Regulations, Title 23,  
9 section 2660(k) and shall obtain the CUPA's approval before proceeding, pursuant to California Code  
10 of Regulations, Title 23, section 2662(a).

11           2.17. Defendant shall at all times submit Monitoring Response Plans pursuant to California  
12 Code of Regulations, title 23, section 2632.

13           2.18. Defendant shall test secondary containment systems in accordance with California Code  
14 of Regulations, title 23, section 2637(a).

15           2.19. Defendant shall at all times have documentation on-site regarding monitoring system  
16 alarms and action taken in response to alarms, if any, available for review as required by California  
17 Code of Regulations, title 23, section 2712.

18           2.20. Defendant shall annually perform online leak detection tests as required by California  
19 Code of Regulation, title 23, section 2636(f)(2).

20           2.21. Defendant shall annually perform pipeline integrity tests as required by California Code  
21 of Regulation, title 23, section 2636(f)(4).

22           2.22. Defendant shall implement and maintain a monitoring program for its pressurized  
23 product piping, other than pressurized piping contained in under-dispenser containment, that is fail safe  
24 and shuts down the pump when a leak is detected, as required by California Code of Regulations, title  
25 23, section 2636(f)(5)(B).

26           2.23. Defendant shall annually test and certify UST monitoring systems in accordance with  
27 California Code of Regulations, title 23, section 2638.  
28

1           2. 24. Defendant shall at all times notify the appropriate CUPA in advance of upgrades of UST  
2 systems, including replacement of spill containers, as required by California Code of Regulations, title  
3 23, section 2662.

4           2.25. Defendant shall not allow liquid and debris to accumulate in containment sumps, as  
5 required by law.

6           2.26. Defendant shall at all times maintain monitoring and maintenance records pursuant to  
7 California Code of Regulations, title 23, section 2712(b).

8           2.27. Defendant shall at all times provide adequate training to all employees to respond to a  
9 hazardous material spill or release from a UST system, including familiarizing employees with the UST  
10 monitoring plan and release report procedures in the HMBP, pursuant to Health and Safety Code  
11 section 25505.

12           2.28. Defendant shall at all times notify the appropriate CUPA of changes in the usage of  
13 USTs, including a change in the storage of new hazardous substances, as required by Health and Safety  
14 Code section 25286.

15           2.29. Defendant shall at all times submit accurate as-built drawings for variations to the  
16 approved plans including remote monitoring sumps, remote fill lines for waste oil tanks, remote alarm  
17 panels, and monitoring sensors as required by California Code of Regulations, title 23, section  
18 2711(a)(8).

19           2.30. Defendant shall at all times submit documentation to show compliance with state and  
20 federal financial responsibility requirements applicable to underground storage tanks containing  
21 petroleum as required by California Code of Regulations, title 23, section 2711(a)(11).

22           2.31. Defendant shall at all times inform the appropriate CUPA of changes to the designated  
23 underground storage tank operator as required by California Code of Regulations, title 23, section  
24 2715(a).

25           2.32. Defendant shall at all times cause the designated underground storage tank operator to  
26 provide facility employee training as required by California Code of Regulations, title 23, section  
27 2715(f).  
28

1           2.33. Defendant shall at all times maintain a list of facility employees who have been trained  
2 by the designated underground storage tank operator and provide a list of facility employees who have  
3 been trained to the local agency upon request as required by California Code of Regulations, title 23,  
4 section 2715(f)(3).

5           2.34. Defendant shall provide to the appropriate CUPA the bi-annual line integrity test results  
6 for all remote fill lines as required by California Code of Regulations, title 23, section 2643(e).

7           2.35. Defendant shall submit UST permit application-Form A and UST permit application-  
8 Form B to the local agency as required by California Code of Regulations, title 23, section 2711(c).

9           2.36. Defendant shall at all times monitor the UST system as specified on the permit as  
10 required by Health and Safety Code section 25293.

11           2.37. Defendant shall at all times provide training to employees pursuant to California Code of  
12 Regulations, title 22, section 66265.16.

13           2.38. Defendant shall at all times maintain documentation of training of employees pursuant  
14 to California Code of Regulations, title 22, section 66265.16.

15           2.39. Defendant shall at all times properly label containers of hazardous waste as required by  
16 law.

17           2.40. Defendant shall at all times keep containers of hazardous waste closed except when  
18 removing or adding hazardous waste as required by California Code of Regulations, title 22, section  
19 66265.173.

20           2.41. Defendant shall at all times maintain adequate aisle space in hazardous waste  
21 accumulation areas as required by California Code of Regulations, title 22, section 66265.35.

22           2.42. Defendant shall establish/implement a HMBP as required by Health and Safety Code  
23 section 25503.5. If the appropriate CUPA finds a violation of Health and Safety Code section 25503.5,  
24 Defendant shall correct the violation within fifteen (15) days.

25           2.43. Defendant shall submit/update HMBPs as required by Health and Safety Code section  
26 25505.  
27  
28

1 2.44. Defendant shall at all times have an emergency coordinator as required by California  
2 Code of Regulations, title 22, section 66265.55.

3 2.45. Defendant shall not manage hazardous waste without an Environmental Protection  
4 Agency Identification number as required by California Code of Regulations, title 22, section  
5 66262.18(a).

6 2.46. Defendant shall keep required copies of Uniform Hazardous Waste Manifests for three  
7 (3) years as required by California Health and Safety Code section 25160.2(b)(3).

8 2.47. Defendant shall not store hazardous waste on-site at any of the Covered Facilities in  
9 violation of Health and Safety Code section 25201(a).

10 **D. PAYMENTS OF CIVIL PENALTIES AND COSTS**

11 Defendant shall pay a total of One Million One Hundred Forty-Three Thousand dollars  
12 (\$1,143,000), to be allocated and to be paid as set forth herein. Defendant shall deliver all required  
13 payments by cashier's check to Caroline Fowler, Deputy District Attorney, County of Sonoma,  
14 Environmental Consumer Law Division at 2400 County Center Drive, Suite B-170, Santa Rosa, CA  
15 95403 for distribution pursuant to the terms of Exhibits C-1 and C-2 of this Judgment.  
16

17 **1. REIMBURSEMENT OF COSTS OF INVESTIGATION AND ENFORCEMENT**

18 1.1. Within fifteen (15) days of entry of this Final Judgment on Consent, Defendant shall pay  
19 a total of One Hundred Fifty-Three Thousand dollars (\$153,000) for reimbursement of attorneys' fees,  
20 costs of investigation, and other costs of enforcement. Checks shall be made payable to the agencies  
21 and in the amounts set forth in Exhibit C-1

22 **2. CIVIL PENALTIES**

23 2.1. In addition to the payments made in accordance with Section D.1.1, Defendant shall pay  
24 a total of Nine Hundred and Sixty-Five Thousand Dollars (\$965,000) as Civil Penalties allocated and to  
25 be distributed as set forth in Exhibit C-2.

26 2.2 All payments referenced above shall be paid as set forth in Section D above.  
27

28 ////

////

1           **3. SUPPLEMENTAL ENVIRONMENTAL PROJECT**

2           3.1 Defendant shall pay the sum of Twenty-Five Thousand Dollars (\$25,000) as a  
3 Supplemental Environmental Project to the CUPA Forum Board for training purposes. Said check shall  
4 be made payable to the CUPA Forum Board and delivered to Caroline Fowler as outlined above.

5           **4. TAX INFORMATION**

6           4.1 The People will report the Penalty Payments as penalties through an IRS Form 1098-F,  
7 pursuant to and consistent with 26 U.S.C. section 6050X. Therefore, Defendant shall provide to the  
8 People (i) an IRS Form W-9 within 14 calendar days of entry of this Judgment, and (ii) any other  
9 information the People reasonably requires to fulfill its reporting obligations within seven (7) days of  
10 the People's request.

11           **E. FORCE MAJEURE**

12           1. Defendant may assert Force Majeure as an affirmative defense in the event it is unable to  
13 perform its obligations under this Judgment.

14           **F. ENFORCEMENT**

15           1. The People may move this Court to enforce any provision of this Judgment and to award  
16 other appropriate relief, including penalties for contempt and/or extending the duration of injunctive  
17 relief provided herein, by serving and filing a regularly noticed motion in accordance with Code of  
18 Civil Procedure section 1005 ("Enforcement Motion"). Defendant may file an opposition, and the  
19 People may file a reply.

20           2. Imposition of penalties pursuant to this provision of this Judgment is in addition to any  
21 enforcement action that may be taken by the People, or any state, county, or local agency, department,  
22 board, or entity, or any CUPA for violations of applicable environmental laws.

23           **G. EFFECT OF CONSENT JUDGMENT**

24           1. Except as expressly provided in Section H, nothing in this Judgment shall be construed  
25 to preclude the People, or any state, county, or local agency, department, board or entity, or any CUPA,  
26 from exercising its authority under any law, statute, or regulation.  
27  
28

1           2.       Nothing in this Judgment nor compliance with this Judgment shall constitute or be  
2 construed as an admission nor a denial by Defendant or by any of its respective officers, directors,  
3 shareholders, employees, agents, parent companies, subsidiaries, or affiliates of any allegation, fact, or  
4 violation of law, either asserted in the Complaint or otherwise by the People.

5           **H.       MATTERS COVERED AND RESERVED CLAIMS**

6           1.       This Judgment is a final and binding resolution and settlement of all known claims,  
7 violations, and causes of action alleged by the People in the Complaint with respect to the violations of  
8 Chapter 6.5, 6.67, 6.7, and 6.95, and of all claims, violations, or causes of action related to the  
9 violations of Chapter 6.5, 6.67, 6.7, and 6.95 alleged by the People which could have been asserted by  
10 the People based on the facts that are the subject of the Complaint against Defendant. The matters  
11 described in the previous sentence are “Covered Matters.” The People may pursue any claim that is not  
12 a covered matter (“Reserved Claims”).

13           2.       Any claims, violations, or causes of action that are not based on facts alleged in the  
14 Complaint, including but not limited to any violations that occurred after September 1, 2024, or which  
15 are not related to the Covered Facilities, are not resolved, settled, or covered by this Judgment. In  
16 addition, claims, violations, or causes of action against independent contractors or subcontractors of  
17 Defendant, if any, are not resolved by this Judgment.

18           3.       Notwithstanding any other provision of this Judgment, any claims, or causes of action  
19 for performance of cleanup, corrective action, or response action concerning or arising out of actual  
20 past or future releases, spills, leaks, discharges, or disposal of hazardous materials, hazardous wastes,  
21 and/or hazardous substances caused or contributed to by Defendant, or claims or causes of action  
22 relating to the disposal of hazardous materials, hazardous wastes, or hazardous substances by  
23 Defendant, where such disposal was unknown to the People as of September 1, 2024, are not Covered  
24 Matters and are Reserved Claims.

25           4.       In any subsequent action that may be brought in the name of the People based on any  
26 Reserved Claims, Defendant will not assert that the failure to pursue the Reserved Claims as part of this  
27 action constitutes claim-splitting or laches or is otherwise inequitable because of this asserted failure.  
28

1 This Section does not bar Defendant from asserting any statute of limitations that may be applicable to  
2 any Reserved Claims or any other defense.

3 5. Defendant shall not to pursue any civil or administrative claims against the People or  
4 against any agencies of the State of California, any counties in the State of California, or any CUPA, or  
5 against their officers, employees, representatives, agents, or attorneys, arising out of or related to the  
6 Complaint and the Covered Matters.

7 **I. NOTICE**

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

9 For Plaintiff:

10  
11 CAROLINE L. FOWLER  
12 Deputy District Attorney  
13 DUSTIN HUGHSON  
14 Deputy District Attorney  
15 2300 County Center Drive, Suite B-170  
16 Santa Rosa, California 95403  
17 Telephone: (707) 565-3161  
18 Email: [Caroline.Fowler@sonoma-county.org](mailto:Caroline.Fowler@sonoma-county.org)  
19 Email: [Dustin.Hughson@sonoma-county.org](mailto:Dustin.Hughson@sonoma-county.org)

20  
21 RONALD J. FREITAS  
22 San Joaquin County District Attorney  
23 CELESTE KAISCH, SBN 234174  
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29 LISA A. SMITTCAMP  
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9 District Attorney, County of Shasta  
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27 Telephone: (559) 636-5494

28 b. For Defendant:

29 Brian Schusterman  
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31 100 W Liberty St # 1000  
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34 Email: bschusterman@mcdonaldcarano.com

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38 San Francisco, CA 94104  
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40 Email: dsobelman@fbm.com



1 Any party may change its notice and name and address by informing the other Parties in writing  
2 by certified mail. The change shall be effective upon receipt of the certified mail.

3 2. All notices and communications required or permitted under this Judgment that are  
4 properly addressed as provided in this section are effective upon delivery if delivered personally or by  
5 overnight delivery or are effective five (5) days following deposit in the United States mail, postage  
6 prepaid if delivered by mail, or are effective the next court day that electronic mail is sent before 5:00  
7 p.m. (PST) to the electronic mail addresses of the designated recipients for notice concurrent with  
8 sending the notice by United States mail.

9 **J. NECESSITY FOR WRITTEN APPROVALS**

10 All notices, approvals, and decisions of the People under the terms of this Judgment shall be  
11 communicated to Defendant in writing. No oral advice, guidance, suggestions, or comments by  
12 employees or officials of the People regarding submissions or notices shall be construed to relieve  
13 Defendant of its obligations to obtain any final written approval required by this Judgment.

14 **K. NO WAIVER OF RIGHT TO ENFORCE**

15 The failure of the People to enforce any provision of this Judgment shall neither be deemed a  
16 waiver of such provision nor in any way affect the validity of this Judgment. The failure of the People  
17 to enforce any such provision shall not preclude it from later enforcing the same or other provisions of  
18 this Judgment. No oral advice guidance, suggestions, or comments by employees or officials of the  
19 People or Defendant, or people acting on behalf of Defendant, regarding matters covered in this  
20 Judgment shall be construed to relieve the Defendant of its obligations under this Judgment.

21 **L. REGULATORY CHANGES**

22 Nothing in this Judgment shall excuse the Defendant from meeting any more stringent  
23 requirements that may be imposed by changes in applicable law.

24 **N. APPLICATION OF JUDGMENT**

25 This Judgment shall apply to and be binding upon the People and upon the Defendant and its  
26 successors, assigns, directors, officers, and representatives.

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1           **O. CONTINUING JURISDICTION**

2 This Court shall retain continuing jurisdiction to interpret and enforce the terms of this Judgment and to  
3 address any other matters arising out of or regarding this Judgment.

4           **P. ABILITY TO INSPECT AND COPY RECORDS AND DOCUMENTS**

5           On reasonable notice and subject to all of the defenses the Defendant would have to a request  
6 for documents made by subpoenas, discovery, or other formal legal process, Defendant shall permit any  
7 duly authorized representative of the People to inspect and copy Defendant's respective records and  
8 documents to determine whether Defendant is in compliance with the terms of this Judgment. Nothing  
9 in this Paragraph is intended to require access to or production of any privileged documents. This  
10 Paragraph shall not limit the People's authority to access or obtain information records and documents  
11 pursuant to any other statute or regulation.

12           **Q. PAYMENT OF LITIGATION EXPENSES AND FEES**

13           Defendant shall pay its respective attorneys' fees, expert witness fees and costs, and all other  
14 costs of litigation and investigation incurred by it in connection with this matter except as otherwise  
15 specified herein.

16           **R. MODIFICATION**

17           This Judgment may be modified only by the Court, upon noticed motion, or upon written  
18 consent by the parties and approval of the Court.

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1 **S. TERMINATION**

2 At any time after this Final Judgment has been in effect for three (3) years, Defendant may  
3 move to terminate the injunctive provisions in Section C pursuant to Code of Civil Procedure section  
4 533 and Civil Code section 3424 unless Defendant has failed to pay all amounts required under the  
5 Final Judgment. After this Final Judgment has been in effect for five (5) years, and Defendant has paid  
6 and expended all amounts required under the Final Judgment, the injunctive provisions in Section C  
7 will terminate automatically.  
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9 Dated: \_\_\_\_\_

10 \_\_\_\_\_  
11 JUDGE OF THE SUPERIOR COURT  
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## Exhibit B -- Covered Facilities

The following facilities are "Covered Facilities" subject to the Final Judgment on

Consent:

1. 1313 S. Cloverdale Blvd.  
Cloverdale, CA 95425
2. 4782 E. Jensen Ave.  
Fresno, CA 93725
3. 4073 S. Maple Ave.  
Fresno, CA 93725
4. 23100 S. Kasson Rd.  
Tracy, CA 95304
5. 166 Frank West Cir.  
Stockton, CA 95206
6. 188 Frank West Cir.  
Stockton, CA 95206
7. 1512 Weiss Way  
Escalon, CA 95320
8. 385 S. State Hwy. 59  
Merced, CA 95341
9. 2770 Patterson  
Riverbank, CA 95367
10. 1200 Railroad Ave  
Eureka, CA 95501
11. 9521 Enos Ln.  
Bakersfield, CA 93314
12. 2080 Moore Rd.  
Redding, CA 96001
13. 34379 Rd. 204.  
Woodlake, CA 93286
14. 8835 W. Goshen Ave.  
Visalia, CA 93291
15. 1155 E. Betteravia Rd.  
Santa Maria, CA 93454

EXHIBIT C-1

Employer ID Nos. (FEIN)	Agency/Payee of Distributed Amount *	Total Costs to Agency
94-6000512	Fresno Co. - Community Health Dept., Environmental Health Division	\$ 6,500.00
94-6000513	Humboldt Co. - Div. of Environmental Health	\$ 5,000.00
95-6000925	Kern Co. - Environmental Health Services Department	\$ 3,250.00
95-6000672	Kern Co. - Bakersfield City Fire Department	\$ 3,250.00
94-6000531	San Joaquin Co. - Environmental Health Department*	\$ 7,000.00
94-6000535	Shasta Co. - Environmental Health Division	\$ 5,000.00
94-6000539	Sonoma Co. - Permit Sonoma Fire Prevention	\$ 37,000.00
94-6000545	Tulare Co. - Environmental Health	\$ 2,000.00
<b>Total - CUPA Costs</b>		<b>\$ 69,000.00</b>
94-6000512	Fresno Co. District Attorney's Office	\$ 17,000.00
94-6000513	Humboldt Co. District Attorney's Office	\$ 3,500.00
95-6000925	Kern Co. District Attorney's Office	\$ 17,000.00
94-6000531	San Joaquin Co. District Attorney's Office <sup>1</sup> (see below)	\$ 17,000.00
94-6000535	Shasta Co. District Attorney's Office	\$ 3,500.00
94-6000539	Sonoma Co. District Attorney's Office	\$ 23,500.00
94-6000545	Tulare Co. District Attorney's Office	\$ 2,500.00
<b>Total - Prosecutor Costs</b>		<b>\$ 84,000.00</b>

\*The money paid to the San Joaquin 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 C-2 - DISTRIBUTION OF JUDGMENT PROCEEDS

Employer ID Nos. (FEIN)	Agency/Payee of Distributed Amount	Civil Penalties - Business and Professions §17200	Civil Penalties - Health and Safety §25500	Civil Penalties - Health and Safety §25189	Total Civil Penalties Paid to Agency
94-6000512	Fresno Co. District Attorney's Office	\$ 70,000.00	\$ 71,375.00	\$ 1,875.00	\$ 143,250.00
94-6000513	Humboldt Co. District Attorney's Office	\$ 7,500.00	\$ 3,000.00	\$ -	\$ 10,500.00
95-6000925	Kern Co. District Attorney's Office	\$ 70,000.00	\$ 71,375.00	\$ 1,875.00	\$ 143,250.00
94-6000531	San Joaquin Co. District Attorney's Office	\$ 70,000.00	\$ 71,375.00	\$ 1,875.00	\$ 143,250.00
94-6000535	Shasta Co. District Attorney's Office	\$ 7,500.00	\$ 6,000.00	\$ -	\$ 13,500.00
94-6000539	Sonoma Co. District Attorney's Office	\$ 70,000.00	\$ 91,375.00	\$ 1,875.00	\$ 163,250.00
94-6000545	Tulare Co. District Attorney's Office	\$ 5,000.00	\$ 3,000.00	\$ -	\$ 8,000.00
<b>Totals - Prosecutor Civil Penalties</b>		<b>\$ 300,000.00</b>	<b>\$ 317,500.00</b>	<b>\$ 7,500.00</b>	<b>\$ 625,000.00</b>
94-6000512	Fresno Co. - Community Health Dept., Environmental Health Division	\$ -	\$ 71,375.00	\$ -	\$ 71,375.00
94-6000513	Humboldt Co. - Div. of Environmental Health	\$ -	\$ 3,000.00	\$ -	\$ 3,000.00
95-6000925	Kern Co. - Environmental Health Services Department	\$ -	\$ 35,687.00	\$ -	\$ 35,687.00
95-6000672	Kern Co. - Bakersfield City Fire Department	\$ -	\$ 35,688.00	\$ -	\$ 35,688.00
94-6000531	San Joaquin Co. - Environmental Health Department	\$ -	\$ 71,375.00	\$ -	\$ 71,375.00
94-6000535	Shasta Co. - Environmental Health Division	\$ -	\$ 6,000.00	\$ -	\$ 6,000.00
94-6000539	Sonoma Co. - Fire & Emergency Services Dept.	\$ -	\$ 91,375.00	\$ -	\$ 91,375.00
94-6000545	Tulare County -Environmental Health	\$ -	\$ 3,000.00	\$ -	\$ 3,000.00
94-6000544	CUPA DTSC	\$ -	\$ -	\$ 15,000.00	\$ 15,000.00
94-6000544	DTSC	\$ -	\$ -	\$ 7,500.00	\$ 7,500.00
<b>Totals - CUPA Penalties</b>		<b>\$ -</b>	<b>\$ 317,500.00</b>	<b>\$ 22,500.00</b>	<b>\$ 340,000.00</b>

All checks shall be made payable to the Agency as designated above, unless otherwise noted.

SAN JOAQUIN: Business and Professions Code section 17200 Penalties shall be paid to the "Treasurer of San Joaquin County". Penalties allocated to Health and Safety Code sections 25189 and 25500 shall be paid to the "San Joaquin Co. District Attorney's Office".