

1 DIANA BECTON
2 District Attorney, Contra Costa County
3 Stacey N. Grassini (SBN 154937)
4 Senior Deputy District Attorney
5 Environmental Protection Unit
6 900 Ward Street, 4th Floor
7 Martinez, CA 94553-1708
8 Telephone: (925) 957-8604
9 Facsimile: (925) 646-4683

FILED

2022 FEB 28 A 8:20

KATE BIEKER
CLERK OF THE SUPERIOR COURT
COUNTY OF CONTRA COSTA, CA
BY: *D. Wagner*
D. WAGNER, DEPUTY CLERK
D. WAGNER

7 Additional Counsel Listed as Signatories
8 *Attorneys for Plaintiff, People of the State of California*

10 SUPERIOR COURT OF CALIFORNIA

11 COUNTY OF CONTRA COSTA

12 THE PEOPLE OF THE STATE OF CALIFORNIA,
13 Plaintiff,

14 v.

15 COPART, INC., a Delaware Corporation, COPART-
16 DALLAS, INC., a California Corporation, and
17 COPART-HOUSTON, INC., a
18 California Corporation,

19 Defendants.

Case No. **C 2 2 - 0 0 3 8 6**

STIPULATION FOR ENTRY OF FINAL
JUDGMENT AND INJUNCTION, AND
[PROPOSED] ORDER OF FINAL
JUDGMENT AND INJUNCTION

Exempt from fees per Gov. Code, § 6103

20
21 Plaintiff, THE PEOPLE OF THE STATE OF CALIFORNIA, generally appearing through its
22 attorneys, Diana Becton, District Attorney of Contra Costa County; Nancy E. O'Malley, District
23 Attorney of Alameda County; Lisa A. Smittcamp, District Attorney of Fresno County; Cynthia
24 Zimmer, District Attorney of Kern County; Mike Feuer, City Attorney of the city of Los Angeles;
25 George Gascón, District Attorney of Los Angeles County; Allison Haley, District Attorney of Napa
26 County; Michael A. Hestrin, District Attorney of Riverside County; Anne Marie Schubert, District
27 Attorney of Sacramento County; Jason Anderson, District Attorney of San Bernardino County; Mara
28 W. Elliot; City Attorney of the city of San Diego; Summer Stephan, District Attorney of San Diego

1 County; Jeffrey F. Rosen, District Attorney of Santa Clara County; Stephanie A. Bridgett, District
2 Attorney of Shasta County; Krishna A. Abrams, District Attorney of Solano County; Birgit A.
3 Fladager, District Attorney of Stanislaus County; Erik Nasarenko, District Attorney of Ventura
4 County; (collectively, “the People”); and Defendants COPART, INC., a Delaware Corporation;
5 COPART-DALLAS, INC., a California Corporation; and COPART-HOUSTON, INC., a
6 California Corporation, (hereafter collectively “Defendants”); generally appearing through their
7 attorneys, Holland & Knight LLP, by Letitia Moore, hereby stipulate and agree as follows:

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

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

13 3. Defendants waive service of Summons of Complaint and acknowledge receipt of a
14 signed copy of the Complaint;

15 4. Entry of this Final Judgment is not an admission by Defendants regarding any issue of
16 law or fact in the above-captioned matter or of any violation of any law;

17 5. The Final Judgment shall be binding upon the People and upon Defendants; and

18 6. The People and Defendants (collectively, “the Parties”) waive any right to set aside
19 the Final Judgment through any collateral attack, and further waive their right to appeal from the
20 Final Judgment.

21 NOW THEREFORE, the People and Defendants having requested that this Court enter this
22 Final Judgment, and the Court having considered the Stipulation for Entry of Final Judgment and
23 Injunction reached between the Parties,

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

25 **1. JURISDICTION**

26 The Parties are generally appearing before the Superior Court of California, County of Contra
27 Costa, which has subject matter jurisdiction over the matters alleged in this action and personal
28 jurisdiction over the Parties to this Final Judgment.

1 **2. SETTLEMENT OF DISPUTED CLAIMS**

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

6 **3. DEFINITIONS**

7 Except where otherwise expressly defined in this Final Judgment, all terms shall be
8 interpreted consistent with Health and Safety Code sections 25100 et seq., (Hazardous Waste Control
9 Law), Sections 25500 et seq., (Hazardous Materials Release Response Plans and Inventory Law),
10 Business and Professions Code sections 17200 et seq., (Unfair Practices Act), and the regulations
11 promulgated under these sections.

12 “Certified Unified Program Agency” or “CUPA” is defined in Health and Safety Code
13 sections 25123.7(b) and 25404(a) and means the agency certified by the California Environmental
14 Protection Agency pursuant to the requirements of Chapter 6.11 of Division 20 of the Health and
15 Safety Code, and Title 27 of the California Code of Regulations, to implement and enforce certain
16 state environmental programs requirements specified in Health and Safety Code section 25404(c)(1).

17 “Facility or Facilities” means the vehicle processing and storage locations within the State of
18 California listed in **Exhibit A** that Defendants currently own or operate, or formerly owned or
19 operated, within the State of California that Defendants own or operate subsequent to the effective
20 date of this Final Judgment until termination of the injunctive provisions of this Final Judgment.

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

25 **4. INJUNCTIVE RELIEF**

26 **4.1. Applicability**

27 The provisions of this injunction are applicable to Defendants and their respective successors
28 and assigns, and to the following and entities with notice of this injunction: Defendant’s officers,

1 directors, employees, and agents acting in concert with Defendants.

2 **4.2. General Injunctive Provision**

3 Pursuant to the provisions of Health and Safety Code sections 25181, 25184, 25515.6, and
4 25515.8, and Business and Professions Code section 17203, Defendants are enjoined from violating
5 Chapters 6.5 and 6.95 of Division 20 of the California Health and Safety Code, Health and Safety
6 Code section 117600 *et seq.*, and the regulations promulgated under these chapters, and Business and
7 Professions Code section 17200. Notwithstanding any other provision in this Final Judgment,
8 nothing in this Final Judgment shall relieve Defendants from prospectively complying with any and
9 all applicable laws and regulations.

10 **4.3. Specific Injunctive Provisions**

11 Pursuant to Health and Safety Code sections 25181, 25184, 25515.6, and 25515.8, and
12 Business and Professions Code section 17203, Defendants are enjoined, restrained, and prohibited
13 from doing any of the following:

14 4.3.a. Disposing, or causing the disposal, of hazardous waste at a point not authorized by
15 law, in violation of Health and Safety Code sections 25189 or 25189.2, including, but not limited to,
16 the disposal of hazardous waste into any trash container, dumpster, or compactor at the Facilities, or
17 causing the disposal of hazardous waste at a transfer station or landfill that is not authorized to accept
18 hazardous waste;

19 4.3.b. Transporting, transferring custody of, or causing to be transported in California any
20 hazardous waste unless the transporter is registered to transport hazardous waste, as required by
21 Health and Safety Code section 25163;

22 4.3.c. Transporting, or causing to be transported any hazardous waste to an unauthorized
23 location in California, in violation of Health and Safety Code section 25189.5;

24 4.3.d. Failing to determine if a waste generated at the Facilities is a hazardous waste, as
25 required by California Code of Regulations, title 22, sections 66262.11 and 66260.200(c);

26 4.3.e. Failing to properly mark, label, and store containers and tanks of hazardous waste at
27 the Facilities, as required by California Code of Regulations, title 22, section 66262.34;

28 4.3.f. Failing to properly use and complete a uniform hazardous waste manifest prior to

1 transportation of hazardous waste from the Facilities, as required by Health and Safety Code section
2 25160;

3 4.3.g. Failing to timely file with the Department of Toxic Substances Control (“DTSC”) a
4 hazardous waste manifest for all hazardous waste that is transported, or submitted for transportation,
5 for offsite handling, treatment, storage, disposal, or any combination thereof, from any Facility, as
6 required by Health and Safety Code section 25160(b)(3) and California Code of Regulations, title 22,
7 section 66262.23;

8 4.3.h. Failing to contact the owner or operator of a designated facility that was to receive
9 hazardous waste from Defendant to determine the status of the hazardous waste, in the event
10 Defendant has not received a copy of the manifest signed by all transporters and the facility operator
11 within thirty-five (35) days of the date the waste was accepted by the initial transporter, as required
12 by Health and Safety Code section 25160(b)(3) and California Code of Regulations, title 22, section
13 66262.42;

14 4.3.i. Failing to timely notify the DTSC by filing an exception report concerning a
15 treatment, storage, or disposal facility’s failure to return any executed manifest, as required by Health
16 and Safety Code section 25160(b)(3) and California Code of Regulations, title 22, section 66262.42;

17 4.3.j. Failing to use proper consolidated manifesting procedures for each shipment of
18 hazardous waste that meets the requirements for consolidated manifesting procedures, as required by
19 Health and Safety Code sections 25160.2 and 25160.23;

20 4.3.k. Failing to maintain copies of uniform hazardous waste manifests and consolidated
21 manifests for three (3) years, as required by Health and Safety Code section 25160.2(b)(3) and
22 California Code of Regulations, title 22, section 66262.40;

23 4.3.l. Failing to properly close and maintain hazardous waste containers, as required by
24 California Code of Regulations, title 22, section 66265.173;

25 4.3.m. Failing to segregate incompatible hazardous wastes, as required by California Code of
26 Regulations, title 22, section 66265.177;

27 4.3.n. Failing to conduct inspections of hazardous waste storage areas, at least weekly, at the
28 Facilities, as required by California Code of Regulations, title 22, section 66265.174;

1 4.3.o. Failing to comply with employee training and record-keeping requirements, pertaining
2 to the handling of hazardous waste, as required by California Code of Regulations, title 22, section
3 66265.16;

4 4.3.p. Failing to properly manage universal waste, including, but not limited to non-empty
5 aerosol cans within the meaning of Health and Safety Code section 25201.16, at the Facilities, as
6 required by California Code of Regulations, title 22, sections 66273.1 *et seq.*; or in the alternative,
7 failing to manage such waste as hazardous waste in violation of Chapter 6.5 and its implementing
8 regulations in California Code of Regulations, title 22;

9 4.3.q. Failing to keep a record of each shipment of universal waste sent from the Facilities,
10 as required by California Code of Regulations, title 22, section 66273.39;

11 4.3.r. Failing to establish, implement, maintain, update, or submit, as required by Chapter
12 6.95 of Division 20 of the Health and Safety Code, a hazardous materials business plan (“HMBP”),
13 for each Facility, meeting the requirements listed in Health and Safety Code sections 25505 and
14 California Code of Regulations, title 19, section 2650 *et seq.*;

15 4.3.s. Failing to immediately report upon discovery any release or threatened release of any
16 hazardous material at any Facility, as required by Health and Safety Code section 25510 and
17 California Code of Regulations, title 19, section 2631 *et seq.*;

18 4.3.t. Failing to implement, maintain, and comply with an employee training program as
19 required by Health and Safety Code section 25505(a)(4), and California Code of Regulations, title
20 19, section 2659, including, but not limited to, hazardous materials handling, business and area plans,
21 and safety procedures in the event of a release or threatened release of a hazardous material.

22 4.3.u. Failing to comply with any applicable storage disposal requirements under the
23 California Medical Waste Management Act, Health and Safety Code section 117600 *et seq.*, at the
24 Facilities, including but not limited to any requirements for disposal of regulated pharmaceutical
25 waste as defined in Health and Safety Code section 117690, as required by Health and Safety Code
26 sections 117915 and 117918.

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1 **4.4. Compliance Assurance Program**

2 Pursuant to the provisions of Health and Safety Code sections 25181, 25184, 25515.6, and
3 25515.8, and Business and Professions Code section 17203, and to ensure compliance with
4 Paragraphs 4.2 and 4.3 above, Defendants shall implement the following Compliance Assurance
5 Programs:

6 **4.4.a. Dumpster Audit Program:** Defendants shall, for a period of three (3) years
7 commencing on the effective date of this Final Judgment, conduct, on an annual basis, independent
8 third-party audits of dumpsters and compactors at two of the Facilities then-currently owned or
9 operated by Defendants. Defendants shall provide notice to the People’s representatives as set forth
10 in **Exhibit B** at least twenty court days prior to any waste audit contemplated per this paragraph to
11 allow the People the option to send an observer. Defendants or the third-party auditor shall not
12 provide advance notice to any Facility being audited. The People shall have the right to modify the
13 list of facilities to be audited upon their determination that the list is not representative.

14 4.4.a.1. In the event any independent third-party audit finds waste in violation of
15 California Health and Safety Code Chapters 6.5 and/or 6.95 of Division 20 of the California Health
16 and Safety Code, and the regulations promulgated under these chapters, and Health and Safety Code
17 section 117600, Defendants shall within thirty (30) days of the finding, provide a written reminder to
18 every manager and employee responsible for managing such wastes at the Facility where the
19 violation was found of their obligations under the law and this Final Judgment.

20 4.4.a.2. In the event the independent third-party audit conducted in any calendar
21 year finds any of the Facilities inspected to have one or more violations described in paragraph 4.2
22 and/or 4.3 above, Defendants shall, within ninety (90) days of a written request by the People,
23 require every California Regional Manager, District Manager, Facility Manager, and employee
24 whose job responsibilities include management of hazardous waste and/or medical waste, to
25 complete a refresher training program on compliance with California hazardous waste, hazardous
26 materials and medical waste laws.

27 4.4.a.3. Defendants shall identify and retain the independent third-party auditor at
28 least ninety (90) days prior to the audits required by paragraph 4.4.a. and shall serve each person

1 listed in **Exhibit B**, attached, with a statement identifying the name, address and telephone number of
2 the independent third-party auditor.

3 4.4.a.4. The independent third-party auditor shall prepare and serve each person
4 listed in **Exhibit B** with a detailed summary of its findings including the audit protocols, Facility
5 location, persons present, photos and a report of all of items discovered in the audit that are
6 prohibited by law and this Final Judgment from being placed into the dumpster or compactor, within
7 ninety (90) days following each dumpster or compactor waste audit. The service required by this
8 paragraph may be made by email.

9 **4.4.b. Training at California Facilities**

10 4.4.b.1. Defendants shall conduct training at the Facilities to ensure compliance
11 with Chapters 6.5 and 6.95 of Division 20 of the Health and Safety Code and Health and Safety Code
12 section 117600 *et seq.*, and the regulations promulgated under these chapters. Defendants shall also
13 ensure training is provided to each of its employees who generates, stores, handles, or manages
14 hazardous waste or medical waste, on each waste management requirement provided for in the Code
15 sections listed in paragraphs 4.3.a through 4.3.w, inclusive, in addition to any other training required
16 by law or by this Final Judgment.

17 4.4.b.2. The training described in paragraphs 4.4.b.1 above shall occur not less than
18 two (2) times per calendar year for a period of 3 years commencing on the effective date of this
19 Final Judgment, notwithstanding any law or regulation that would otherwise require less frequent
20 training.

21 4.4.b.3. For each training specified in paragraph 4.4.b.1, Defendants shall maintain
22 documentation identifying the person providing the training, the location where the training was
23 conducted, the name of each employee attending the training, the date of the training, and the
24 employee's signature acknowledging attendance at the training. Alternatively, Defendants may
25 provide training via a computer-based system, in which case it shall maintain electronic data
26 identifying the name of each employee attending the training, the date of the training, and the
27 employee's electronic acknowledgement of training attendance.

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

5 4.4.b.c.5 The injunctive provisions in paragraphs 4.4.b.1 through 4.4.b.4, inclusive,
6 shall terminate three (3) years after the effective date of this Final Judgment.

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

9 **5.1. Civil Penalties**

10 Within twenty-five (25) calendar days after entry of this Final Judgment, Defendants shall
11 collectively pay SIX HUNDRED FIFTY THOUSAND DOLLARS (\$650,000) as civil penalties
12 pursuant to Health and Safety Code sections 25189 and 25515, and Business and Professions Code
13 section 17206, to be distributed to the prosecuting/regulatory agencies identified in and in accordance
14 with the terms of **Exhibits C-1 and C-2**, attached.

15 **5.2. Reimbursement of Costs of Investigation and Enforcement**

16 Within twenty-five (25) calendar days after entry of this Final Judgment, Defendants shall
17 collectively pay ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00) for
18 reimbursement of attorney's fees, costs of investigation, and other costs of enforcement, to the
19 entities identified in, and in accordance with the terms of, **Exhibits D-1 and D-2**, attached.

20 **5.3. Payments and Expenditures**

21 The payment of all civil penalties, reimbursement of cost payments and other expenditures set
22 forth in paragraphs 5.1, 5.2, and 5.3, above, shall be made by checks payable as provided in **Exhibits**
23 **C-1, C-2, D-1 and D-2**, and delivered to the District Attorney's Office Contra Costa County,
24 Attention: Stacey Grassini, Senior Deputy District Attorney, for distribution pursuant to the terms of
25 this Final Judgment.

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

27 **6.1.** This Final Judgment is a final and binding resolution and settlement of all claims,
28 violations, and causes of action arising from the facts, matters and allegations set forth in the

1 Complaint, against the Defendants, and their successors in interest, and their officers, directors and
2 employees, as to Defendant's Facilities through the date of entry of this Final Judgment and shall be
3 known as "Covered Matters."

4 **6.2.** Any claim, violation, or cause of action that is not a Covered Matter is a "Reserved
5 Claim." Reserved Claims include, without limitation, any violation that occurs after the filing of this
6 Final Judgment, any claim, violation, or cause of action against Defendants' independent contractors
7 or subcontractors, and separate independent violations arising out of facts, matters or allegations that
8 are not set forth in the Complaint, whether known or unknown. Reserved Claims also include any
9 claims or causes of action against Defendants for performance of cleanup, corrective action, or
10 response action for any actual past or future releases, spills, or disposals of hazardous waste or
11 hazardous substances that were caused or contributed to by Defendants at or from any of Defendants'
12 Facilities.

13 **6.3.** In any subsequent action that may be brought by the People based on any Reserved
14 Claim, Defendants cannot assert that failing to pursue any Reserved Claim as part of this action
15 constitutes claim-splitting. Any agreement between the Parties to toll the statute of limitations
16 applies to Covered Matters only and does not apply to Reserved Claims.

17 **6.4.** Any claims by Defendants, civil or administrative, against the People or against any
18 agency of the State of California, or any county or city in the State of California, or any CUPA,
19 Participating Agency or local agency (collectively, "Agencies"), or against any of their officers,
20 employees, representatives, agents, or attorneys, arising out of or related to any Covered Matter are
21 hereby merged into and extinguished by this Final Judgment; provided, however, that if any
22 Agencies initiate claims against Defendants, Defendants retain any and all rights and defenses
23 against such Agencies.

24 **7. EFFECT OF FINAL JUDGMENT**

25 Except as expressly provided in this Final Judgment, nothing in this Final Judgment is
26 intended, nor shall it be construed, to preclude the People or any state, county, city or local agency,
27 department, board, or CUPA, or Participating Agency from exercising its authority under any law,
28 statute, or regulation.

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

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

7 **9. INTERPRETATION**

8 This Final Judgment shall be deemed to have been drafted equally by all Parties hereto.
9 Accordingly, any and all rules of construction holding that ambiguity is construed against the
10 drafting party shall not apply to the interpretation of this Final Judgment.

11 **10. INTEGRATION**

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

17 **11. FUTURE REGULATORY CHANGES**

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

24 **12. TERMINATION OF COMPLIANCE PROGRAM**

25 Defendants' obligations to engage in a compliance program pursuant to Paragraph 4.4 of this
26 Final Judgment and Permanent Injunction shall terminate three (3) years after the Effective Date of
27 this Final Judgment provided that Defendants first demonstrate they paid all amounts owed in
28 Paragraphs 5.1, 5.2 and 5.3.

1 **13. CONTINUING JURISDICTION**

2 The People and Defendants agree that pursuant to Code of Civil Procedure section 664.6,
3 Court shall retain continuing jurisdiction to enforce the injunctive terms of this Final Judgment and
4 to address any other matters arising out of or regarding this Final Judgment.

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

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

10 **15. PAYMENT OF LITIGATION EXPENSES AND FEES**

11 Defendants shall make no request of the People to pay their attorney fees, expert witness fees
12 and costs, or any other costs of litigation or investigation incurred through the date of entry of this
13 Final Judgment.

14 **16. COUNTERPART SIGNATURES**

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

18 **17. INCORPORATION OF EXHIBITS**

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

20 **18. MODIFICATION OF INJUNCTIVE PROVISIONS**

21 The injunctive provisions of this Final Judgment may be modified only on noticed motion by
22 one of the Parties with approval of the Court, or upon written consent by all of the Parties and the
23 approval of the Court. Termination of the injunctive provisions in Paragraphs 4.2 and 4.3 is covered
24 by Paragraph 19.

25 **19. TERMINATION OF INJUNCTIVE PROVISIONS**

26 At any time after this Final Judgment has been in effect for five (5) years, and Defendants
27 have paid and expended all amounts required under the Final Judgment, Defendants may file a
28 noticed motion pursuant to Code of Civil Procedure section 533 and/or Civil Code section 3424, or

1 Defendants may submit a stipulation from the Parties (subject to approval by the Court), requesting
2 that the Court terminate the injunctive provisions in Paragraphs 4.2 and 4.3. After the Final
3 Judgment has been in effect for seven (7) years, and Defendants have paid and expended all amounts
4 required under the Final Judgment, the injunctive provisions in Paragraphs 4.2 and 4.3 will terminate
5 automatically.

6 **20. NOTICE**

7 Unless otherwise specified in this Final Judgment, all notices under this Final Judgment shall
8 be in writing, by both email and mail, and sent to the designated notice recipients in this Paragraph.
9 Any Party receiving actual notice by email may waive receipt of notice by United States mail. Any
10 Party may, by written notice to the other Parties, change its designated notice recipient or notice
11 address.

12 For the People:

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14 **21. EFFECTIVE DATE OF FINAL JUDGMENT**

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

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21 **IT IS SO ORDERED.**

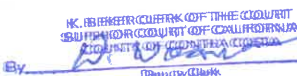
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23 DATED: 2/24/2022

24 By: 

JUDGE OF THE SUPERIOR COURT

25
26 This document is a correct copy
of the original on file in this office.

27 ATTENSE: FEB 28 2022

28 By: 
D. WAGNER



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IT IS SO STIPULATED.

FOR THE PEOPLE:

DIANA BECTON, District Attorney
County of Contra Costa, State of California

DATED: 2-11-22

By: 
STACEY N. GRASSINI
Senior Deputy District Attorney

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

DATED: _____

By: _____
KEVIN WONG
Deputy District Attorney

LISA A. SMITTCAMP, District Attorney
County of Fresno, State of California

DATED: _____

By: _____
ADAM KOOK
Deputy District Attorney

CYNTHIA ZIMMER, District Attorney
County of Kern, State of California

DATED: _____

By: _____
JOHN P. OHANESIAN
Deputy District Attorney

MIKE FEUER, City Attorney
City of Los Angeles, State of California

DATED: _____

By: _____
JESSICA B. BROWN
Supervising City Attorney

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IT IS SO STIPULATED.

FOR THE PEOPLE:

DIANA BECTON, District Attorney
County of Contra Costa, State of California

DATED: _____

By: _____
STACEY N. GRASSINI
Senior Deputy District Attorney

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

DATED: January 26, 2022

By: 
KEVIN WONG
Deputy District Attorney

LISA A. SMITTCAMP, District Attorney
County of Fresno, State of California

DATED: _____

By: _____
ADAM KOOK
Deputy District Attorney

CYNTHIA ZIMMER, District Attorney
County of Kern, State of California

DATED: _____

By: _____
JOHN P. OHANESIAN
Deputy District Attorney

MIKE FEUER, City Attorney
City of Los Angeles, State of California

DATED: _____

By: _____
JESSICA B. BROWN
Supervising City Attorney

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IT IS SO STIPULATED.

FOR THE PEOPLE:

DIANA BECTON, District Attorney
County of Contra Costa, State of California

DATED: _____

By: _____
STACEY N. GRASSINI
Senior Deputy District Attorney


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

DATED: _____

By: _____
KEVIN WONG
Deputy District Attorney

LISA A. SMITTCAMP, District Attorney
County of Fresno, State of California

DATED: 1/14/2022

By: 
ADAM KOOK
Deputy District Attorney

CYNTHIA ZIMMER, District Attorney
County of Kern, State of California

DATED: _____

By: _____
JOHN P. OHANESIAN
Deputy District Attorney

MIKE FEUER, City Attorney
City of Los Angeles, State of California

DATED: _____

By: _____
JESSICA B. BROWN
Supervising City Attorney

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IT IS SO STIPULATED.

FOR THE PEOPLE:

DIANA BECTON, District Attorney
County of Contra Costa, State of California

DATED: _____

By: _____
STACEY N. GRASSINI
Senior Deputy District Attorney

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

DATED: _____

By: _____
KEVIN WONG
Deputy District Attorney


LISA A. SMITTCAMP, District Attorney
County of Fresno, State of California

DATED: _____

By: _____
ADAM KOOK
Deputy District Attorney

CYNTHIA ZIMMER, District Attorney
County of Kern, State of California

DATED: 1/14/2022

By: 
JOHN P. OHANESIAN
Deputy District Attorney

MIKE FEUER, City Attorney
City of Los Angeles, State of California

DATED: _____

By: _____
JESSICA B. BROWN
Supervising City Attorney

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IT IS SO STIPULATED.

FOR THE PEOPLE:

DIANA BECTON, District Attorney
County of Contra Costa, State of California

DATED: _____

By: _____
STACEY N. GRASSINI
Senior Deputy District Attorney

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

DATED: _____

By: _____
KEVIN WONG
Deputy District Attorney

LISA A. SMITTCAMP, District Attorney
County of Fresno, State of California

DATED: _____

By: _____
ADAM KOOK
Deputy District Attorney

CYNTHIA ZIMMER, District Attorney
County of Kern, State of California

DATED: _____

By: _____
JOHN P. OHANESIAN
Deputy District Attorney

MIKE FEUER, City Attorney
City of Los Angeles, State of California

DATED: January 26, 2022

By: 
JESSICA B. BROWN
Supervising City Attorney

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GEORGE GASCON, District Attorney
County of Los Angeles, State of California

DATED: 2/3/22

By: *Daniel J. Wright*
DANIEL J. WRIGHT
Deputy District Attorney

ALLISON HALEY, District Attorney
County of Napa, State of California

DATED: _____

By: _____
PATRICK COLLINS
Deputy District Attorney

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

DATED: _____

By: _____
LAUREN R. MARTINEAU
Deputy District Attorney

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

DATED: _____

By: _____
DOUGLAS WHALEY
Supervising Deputy District Attorney

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

DATED: _____

By: _____
PAUL LEVERS
Deputy District Attorney

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GEORGE GASCÓN, District Attorney
County of Los Angeles, State of California

DATED: _____

By: _____
DANIEL J. WRIGHT
Deputy District Attorney

ALLISON HALEY, District Attorney
County of Napa, State of California

DATED: 1/14/22

By: 
PATRICK COLLINS
Deputy District Attorney

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

DATED: _____

By: _____
LAUREN R. MARTINEAU
Deputy District Attorney

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

DATED: _____

By: _____
DOUGLAS WHALEY
Supervising Deputy District Attorney

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

DATED: _____

By: _____
PAUL LEVERS
Deputy District Attorney

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GEORGE GASCON, District Attorney
County of Los Angeles, State of California

DATED: _____

By: _____
DANIEL J. WRIGHT
Deputy District Attorney


ALLISON HALEY, District Attorney
County of Napa, State of California

DATED: _____

By: _____
PATRICK COLLINS
Deputy District Attorney

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

DATED: February 2, 2022

By: 
LAUREN R. MARTINEAU
Deputy District Attorney

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

DATED: _____

By: _____
DOUGLAS WHALEY
Supervising Deputy District Attorney

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

DATED: _____

By: _____
PAUL LEVERS
Deputy District Attorney

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GEORGE GASCÓN, District Attorney
County of Los Angeles, State of California

DATED: _____

By: _____
DANIEL J. WRIGHT
Deputy District Attorney

ALLISON HALEY, District Attorney
County of Napa, State of California

DATED: _____

By: _____
PATRICK COLLINS
Deputy District Attorney


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

DATED: _____

By: _____
LAUREN R. MARTINEAU
Deputy District Attorney

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

DATED: 1/20/22

By: 
DOUGLAS WHALEY
Supervising Deputy District Attorney

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

DATED: _____

By: _____
PAUL LEVERS
Deputy District Attorney

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GEORGE GASCÓN, District Attorney
County of Los Angeles, State of California

DATED: _____

By: _____
DANIEL J. WRIGHT
Deputy District Attorney

ALLISON HALEY, District Attorney
County of Napa, State of California

DATED: _____

By: _____
PATRICK COLLINS
Deputy District Attorney

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

DATED: _____

By: _____
LAUREN R. MARTINEAU
Deputy District Attorney


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

DATED: _____

By: _____
DOUGLAS WHALEY
Supervising Deputy District Attorney

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

DATED: 2-2-2022

By: 
PAUL LEVERS
Deputy District Attorney

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MARA W. ELLIOTT, City Attorney
City of San Diego, State of California

DATED: 1/20/2022

By: *Julie Rau*
JULIE RAU
Deputy City Attorney

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

DATED: _____

By: _____
MIKE MCCANN
Deputy District Attorney

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

DATED: _____

By: _____
BUD PORTER
Supervising Deputy District Attorney

STEPHANIE A. BRIDGETT, District Attorney
County of Shasta, State of California

DATED: _____

By: _____
ANAND B. JESRANI
Deputy District Attorney

KRISHNA A. ABRAMS, District Attorney
County of Solano, State of California

DATED: _____

By: _____
DIANE NEWMAN
Deputy District Attorney

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MARA W. ELLIOTT, City Attorney
City of San Diego, State of California

DATED: _____

By: _____
JULIE RAU
Deputy City Attorney

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

DATED: 1-25-22

By: Mike McCann
MIKE MCCANN
Deputy District Attorney

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

DATED: _____

By: _____
BUD PORTER
Supervising Deputy District Attorney

STEPHANIE A. BRIDGETT, District Attorney
County of Shasta, State of California

DATED: _____

By: _____
ANAND B. JESRANI
Deputy District Attorney

KRISHNA A. ABRAMS, District Attorney
County of Solano, State of California

DATED: _____

By: _____
DIANE NEWMAN
Deputy District Attorney

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MARA W. ELLIOTT, City Attorney
City of San Diego, State of California

DATED: _____

By: _____
JULIE RAU
Deputy City Attorney

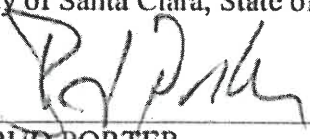
SUMMER STEPHAN, District Attorney
County of San Diego, State of California

DATED: _____

By: _____
MIKE MCCANN
Deputy District Attorney

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

DATED: 2/3/22

By: 
BUD PORTER
Supervising Deputy District Attorney

STEPHANIE A. BRIDGETT, District Attorney
County of Shasta, State of California

DATED: _____

By: _____
ANAND B. JESRANI
Deputy District Attorney

KRISHNA A. ABRAMS, District Attorney
County of Solano, State of California

DATED: _____

By: _____
DIANE NEWMAN
Deputy District Attorney

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MARA W. ELLIOTT, City Attorney
City of San Diego, State of California

DATED: _____

By: _____
JULIE RAU
Deputy City Attorney

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

DATED: _____

By: _____
MIKE MCCANN
Deputy District Attorney

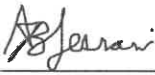
JEFFREY F. ROSEN, District Attorney
County of Santa Clara, State of California

DATED: _____

By: _____
BUD PORTER
Supervising Deputy District Attorney

STEPHANIE A. BRIDGETT, District Attorney
County of Shasta, State of California

DATED: 02/01/2022

By: 
ANAND B. JESRANI
Deputy District Attorney

KRISHNA A. ABRAMS, District Attorney
County of Solano, State of California

DATED: _____

By: _____
DIANE NEWMAN
Deputy District Attorney

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MARA W. ELLIOTT, City Attorney
City of San Diego, State of California

DATED: _____

By: _____
JULIE RAU
Deputy City Attorney

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

DATED: _____

By: _____
MIKE MCCANN
Deputy District Attorney

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

DATED: _____

By: _____
BUD PORTER
Supervising Deputy District Attorney

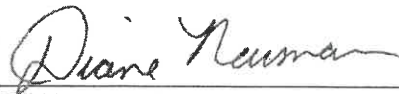
STEPHANIE A. BRIDGETT, District Attorney
County of Shasta, State of California

DATED: _____

By: _____
ANAND B. JESRANI
Deputy District Attorney

KRISHNA A. ABRAMS, District Attorney
County of Solano, State of California


DATED: 2/8/2022

By: 
DIANE NEWMAN
Deputy District Attorney

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BIRGIT A. FLADAGER, District Attorney
County of Stanislaus, State of California

DATED: 2/4/2022

By: 
AMY NEUMANN
Deputy District Attorney

ERIK NASARENKO, District Attorney
County of Ventura, State of California

DATED: _____

By: _____
KAREN WOLD
Senior Deputy District Attorney

FOR THE DEFENDANT:

DATED: _____

By: _____
GREG DEPASQUALE
Senior Vice President Legal/General Counsel

REVIEWED AND APPROVED AS TO FORM AND CONTENT:

HOLLAND & KNIGHT LLP, by

DATED: _____


By: _____
LETITIA MOORE
Attorneys for Defendants

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BIRGIT A. FLADAGER, District Attorney
County of Stanislaus, State of California

DATED: _____ By: _____
AMY NEUMANN
Deputy District Attorney

ERIK NASARENKO, District Attorney
County of Ventura, State of California

DATED: **01/18/2022** By: 
KAREN WOLD
Senior Deputy District Attorney

FOR THE DEFENDANT:

DATED: _____ By: _____
GREG DEPASQUALE
Senior Vice President Legal/General Counsel

REVIEWED AND APPROVED AS TO FORM AND CONTENT:

HOLLAND & KNIGHT LLP, by

DATED: _____ By: _____
LETITIA MOORE
Attorneys for Defendants

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BIRGIT A. FLADAGER, District Attorney
County of Stanislaus, State of California

DATED: _____

By: _____

AMY NEUMANN
Deputy District Attorney

ERIK NASARENKO, District Attorney
County of Ventura, State of California

DATED: _____

By: _____

KAREN WOLD
Senior Deputy District Attorney

FOR THE DEFENDANT:

DATED: February 8, 2022

By: 

GREG DEPASQUALE
Senior Vice President Legal/General Counsel

REVIEWED AND APPROVED AS TO FORM AND CONTENT:

HOLLAND & KNIGHT LLP, by

DATED: February 8, 2022

By: 

LETITIA MOORE
Attorneys for Defendants

EXHIBIT A - COPART FACILITIES

Number/Name	Facility Type	Street Address	City	Jurisdiction
Copart Yard 3-Hayward	Yard	1964 Sabre Street	Hayward	Alameda
Overflow storage	Storage	2348 Industrial Parkway West	Hayward	Alameda
Copart Yard 78-Martinez	Yard	2701 Waterfront Road	Martinez	Contra Costa
Copart Yard 4-Fresno	Yard	1255 East Central	Fresno	Fresno
Overflow storage	Storage	4115 S. Orange Ave	Fresno	Fresno
Copart Yard 5-Bakersfield	Yard	2216 Coy Avenue	Bakersfield	Kern
Copart Yard	Yard	Cmr of Coy Ave. & Planz Rd	Bakersfield	Kern
Copart Yard 186-Longbeach	Yard	1000 E Lomita Blvd	Wilmington	LA City
Copart Yard 180-Sun Valley	Yard	11409 Penrose Street	Sun Valley	LA City
Copart Yard 43-Van Nuys	Yard	7519 Woodman Avenue	Van Nuys	LA City
Copart Yard 10-Los Angeles	Yard	8423 South Alameda	Los Angeles	LA City
Overflow storage	Storage	43927 90th Street East	Lancaster	LA County
Copart Yard	Yard	40th Street and Avenue L8	Palmdale	LA County
Copart Yard	Yard	1660 Green Island Rd	American Canyon	Napa
Overflow storage	Storage	2744 Green Island Road	American Canyon	Napa
Overflow storage	Storage	4332 N Webster Ave	Perris	Riverside
Copart Yard 2-Sacramento	Yard	8600 Morrison Creek Drive	Sacramento	Sacramento
Copart Yard 151-Antelope	Yard	8650 Antelope North Road	Antelope	Sacramento
Copart Vehicle Title Processing Office	Office	8687 Weyand Ave	Sacramento	Sacramento
Copart Yard 16-South Sacramento	Yard	8687 Weyand Avenue	Sacramento	Sacramento
Overflow storage	Storage	8780 Fruitridge Road	Sacramento	Sacramento
Copart Yard 7-San Bernardino	Yard	1203 S. Rancho Avenue	Colton	San Bernardino
Copart Yard 97-Rancho Cucamonga	Yard	12167 Arrow Route	Rancho Cucamonga	San Bernardino
Overflow storage	Storage	16399 Aster Road	Adelanto	San Bernardino
Overflow storage	Storage	801 Opal Avenue	Mentone	San Bernardino
Overflow storage	Storage	1369 Radar Road	San Diego	San Diego City
Overflow storage	Storage	6395 Lone Star Road	San Diego	San Diego City
Copart Yard 59-San Diego	Yard	7847 Airway Road	San Diego	San Diego City
National Powersport Auctions	Yard	12400 Stowe Dr	Poway	San Diego County
Overflow storage	Storage	12743 Llagas Avenue	San Martin	Santa Clara
Copart Yard 6-San Jose	Yard	13895 Llagas Avenue	San Martin	Santa Clara
Overflow storage	Storage	2542 Monterey Road	San Jose	Santa Clara
Overflow storage	Storage	344 Tully Road	San Jose	Santa Clara
Copart Yard 343-Redding	Yard	4603 Locust Road	Anderson	Shasta
Copart Yard 1-Vallejo	Yard	282 Fifth Street	Vallejo	Solano
Overflow storage	Storage	3190 Smith Drive, Unit B	Fairfield	Solano
Copart Payroll and Accounts Payable Office	Office	4610 W. America Dr	Fairfield	Solano
Overflow storage	Storage	792 Codoni Ave	Modesto	Stanislaus
Overflow storage	Storage	1025 Mission Rock	Santa Paula	Ventura
Overflow storage	Storage	950 Mission Rock Road Suite B	Santa Paula	Ventura

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3 **EXHIBIT B – PEOPLE’S REPRESENTATIVES FOR NOTICE**

4 Stacey N. Grassini
5 Senior Deputy District Attorney
6 Special Operations Division
7 Contra Costa County District Attorney’s Office
8 900 Ward Street, 4th Floor
9 Martinez, CA 94553-1708
10 SGrassini@contracostada.org

11 Diane Newman
12 Deputy District Attorney
13 Solano County District Attorney’s Office
14 675 Texas Street, Suite 4500
15 Fairfield, CA 94533-6340
16 DMNewman@SolanoCounty.com

17 Douglas Whaley
18 Supervising Deputy District Attorney
19 Sacramento County District Attorney’s Office
20 906 G Street, Suite 700
21 Sacramento, CA 95814
22 Whaleyd@sac.da.org

EXHIBIT C-1 - PROSECUTOR PENALTIES

AGENCY	Civil Penalties - Business and Professions \$17200 Penalties	Civil Penalties - Health and Safety \$25515.2 Penalties	Civil Penalties - Health and Safety \$25189 Penalties	Total of Civil Penalties Paid to Agency
Alameda Co. District Attorney's Office	\$ 59,952.00	\$ 10,000.00	\$ -	\$ 69,952.00
Contra Costa Co. District Attorney's Office	\$ 79,936.00	\$ 10,000.00	\$ -	\$ 89,936.00
Fresno Co. District Attorney's Office	\$ 44,960.00	\$ 10,000.00	\$ -	\$ 54,960.00
Kern Co. District Attorney's Office	\$ 7,850.00	\$ -	\$ -	\$ 7,850.00
Los Angeles City Attorney's Office	\$ 49,960.00	\$ -	\$ -	\$ 49,960.00
Los Angeles Co. District Attorney's Office	\$ 4,412.00	\$ -	\$ -	\$ 4,412.00
Napa Co. District Attorney's Office	\$ 4,412.00	\$ -	\$ -	\$ 4,412.00
Riverside Co. District Attorney's Office*	\$ 487.00	\$ -	\$ -	\$ 487.00
Sacramento Co. District Attorney's Office**	\$ 54,956.00	\$ 10,000.00	\$ -	\$ 64,956.00
San Bernardino Co. District Attorney's Office	\$ 49,960.00	\$ 10,000.00	\$ -	\$ 59,960.00
San Diego City Attorney's Office	\$ 4,897.00	\$ -	\$ -	\$ 4,897.00
San Diego Co. District Attorney's Office	\$ 54,960.00	\$ -	\$ -	\$ 54,960.00
Santa Clara Co. District Attorney's Office	\$ 5,383.00	\$ -	\$ -	\$ 5,383.00
Shasta Co. District Attorney's Office	\$ 49,960.00	\$ -	\$ -	\$ 49,960.00
Solano Co. District Attorney's Office***	\$ 46,456.00	\$ 2,000.00	\$ 6,500.00	\$ 54,956.00
Stanislaus Co. District Attorney's Office	\$ 487.00	\$ -	\$ -	\$ 487.00
Ventura Co. District Attorney's Office	\$ 972.00	\$ -	\$ -	\$ 972.00
Total - Prosecutor Penalties	\$ 520,000.00	\$ 52,000.00	\$ 6,500.00	\$ 578,500.00

*RIVERSIDE Penalties: Business and Professions Code §17200: "Defendant" shall pay \$535.00 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.

EXHIBIT C-1 - PROSECUTOR PENALTIES

****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.

*****SOLANO:** Court further orders that these proceeds are designated as non-supplanting funds to be used by the Solano County District Attorney's Office only for the investigation and prosecution of environmental protection cases including, without limitation, those cases that can potentially be brought as unfair competition actions pursuant to B&P Code Section 17200 et seq.

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

EXHIBIT C-2 - AGENCY PENALTIES

Agency	Civil Penalties - Health and Safety Code §25515.2	Civil Penalties - Health and Safety 25189	Total of Civil Penalties Paid to Agency
Alameda Co. - Hayward City Fire Dept. Haz Mat Unit	\$ 2,588.00	\$ 323.00	\$ 2,911.00
Contra Costa Co. - Health Services Dept., Hazardous Materials Program	\$ 2,119.00	\$ 269.00	\$ 2,388.00
Department of Toxic Substances Control	\$ -	\$ 13,000.00	\$ 13,000.00
Fresno Co. - Community Health Dept., Environmental Health Division	\$ 2,119.00	\$ 267.00	\$ 2,386.00
Kern Co. - Bakersfield City Fire Department	\$ 4,238.00	\$ 533.00	\$ 4,771.00
Los Angeles Co. - Los Angeles City Fire	\$ 8,476.00	\$ 1,063.00	\$ 9,539.00
Los Angeles Co. - Fire Health Hazmat	\$ 2,588.00	\$ 323.00	\$ 2,911.00
Napa Co. - Dept. of Env. Mngt.	\$ 2,588.00	\$ 323.00	\$ 2,911.00
Riverside Co. - Dept. of Health, Hazardous Materials Division	\$ 469.00	\$ 56.00	\$ 525.00
Sacramento Co. - Environmental Mgmt. Dept.	\$ 6,826.00	\$ 856.00	\$ 7,682.00
San Bernardino Co. - Fire Haz Mat	\$ 5,176.00	\$ 646.00	\$ 5,822.00
San Diego Co. - Dept. of Environmental Health	\$ 5,176.00	\$ 646.00	\$ 5,822.00
Santa Clara Co. - Dept. of Environmental Health, Haz Mat Compliance Div.	\$ 2,588.00	\$ 323.00	\$ 2,911.00
Santa Clara Co. - City of San Jose Fire Department	\$ 937.00	\$ 113.00	\$ 1,050.00
Shasta Co. - Environmental Health Divison	\$ 2,119.00	\$ 267.00	\$ 2,386.00
Solano Co. - Environmental Health Services	\$ 2,587.00	\$ 323.00	\$ 2,910.00
Stanislaus Co. - Dept. of Environmental Resources	\$ 469.00	\$ 56.00	\$ 525.00
Ventura Co. - Environmental Health Division	\$ 937.00	\$ 113.00	\$ 1,050.00
Total Agency Penalties	\$ 52,000.00	\$ 19,500.00	\$ 71,500.00

EXHIBIT D-1 - PROSECUTOR COSTS

Agency	Total Prosecutor Costs
Alameda Co. District Attorney's Office	\$28,209.00
Contra Costa Co. District Attorney's Office	\$30,253.00
Fresno Co. District Attorney's Office	\$11,260.00
Kern Co. District Attorney's Office	\$576.00
Los Angeles City Attorney's Office	\$12,245.00
Los Angeles Co. District Attorney's Office	\$576.00
Napa Co. District Attorney's Office	\$576.00
Riverside Co. District Attorney's Office*	\$576.00
Sacramento Co. District Attorney's Office**	\$15,100.00
San Bernardino Co. District Attorney's Office	\$14,374.00
San Diego City Attorney's Office	\$576.00
San Diego Co. District Attorney's Office	\$11,260.00
Santa Clara Co. District Attorney's Office	\$576.00
Shasta Co. District Attorney's Office	\$7,680.00
Solano Co. District Attorney's Office	\$11,520.00
Stanislaus Co. District Attorney's Office	\$576.00
Ventura Co. District Attorney's Office	\$576.00

Total - Prosecutor Costs **\$146,509.00**

*RIVERSIDE Costs: "Defendant" shall pay \$576.00 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 - AGENCY COSTS

Agency	Total Cost Amount to Agency
Alameda Co. - Hayward City Fire Dept. Haz Mat Unit	\$ 179.00
Contra Costa Co. - Health Services Dept., Hazardous Materials Program	\$ 179.00
Fresno Co. - Community Health Dept., Environmental Health Division	\$ 179.00
Los Angeles Co. - Los Angeles City Fire	\$ 179.00
Sacramento Co. - Environmental Mgmt. Dept.	\$ 716.00
San Bernardino Co. - Fire Haz Mat	\$ 1,521.50
San Diego Co. - Dept. of Environmental Health	\$ 179.00
Shasta Co. - Environmental Health Divison	\$ 179.00
Solano Co. - Environmental Health Services	\$ 179.00
Total Agency Costs	\$ 3,490.50