

Electronically Filed  
Superior Court of California  
County of Santa Cruz  
November 14, 2022

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Alex Calvo, Clerk  
By Deputy, Salsedo, Declan  
11/14/2022 9:21:17 AM

5 Additional Plaintiff's counsel listed in Appendix hereto.

6 *Attorneys for Plaintiff,*  
7 *The People of the State of California*

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **COUNTY OF SANTA CRUZ**

10 THE PEOPLE OF THE STATE OF CALIFORNIA, )  
11 Plaintiff, )  
12 v. )  
13 AT&T SERVICES, INC.; )  
14 AT&T MOBILITY LLC; )  
15 PACIFIC BELL TELEPHONE COMPANY d/b/a )  
16 AT&T CALIFORNIA; AND )  
17 AT&T CORP.; )  
18 Defendants. )

Case No. 22CV02492  
**STIPULATED FINAL  
JUDGMENT AND INJUNCTION**  
[PROPOSED]

19 Plaintiff, THE PEOPLE OF THE STATE OF CALIFORNIA , appearing through its  
20 attorneys: JEFFREY S. ROSELL, District Attorney of Santa Cruz County; LISA A.  
21 SMITTCAMP, District Attorney of Fresno County; MICHAEL M. FEUER, Los Angeles City  
22 Attorney; JOYCE E. DUDLEY, District Attorney of Santa Barbara County; ERIK  
23 NASARENKO, District Attorney of Ventura County; JASON ANDERSON, District Attorney of  
24 San Bernardino County; NANCY E. O'MALLEY, District Attorney of Alameda County;  
25 MICHAEL ATWELL, District Attorney of Alpine County; TODD RIEBE, District Attorney of  
26 Amador County; MICHAEL L. RAMSEY, District Attorney of Butte County; BARBARA  
27 YOOK, District Attorney of Calaveras County; MATTHEW R. BEAUCHAMP, District  
28 Attorney of Colusa County; DIANA BECTON, District Attorney of Contra Costa County;

1 KATHERINE NELL MICKS, District Attorney of Del Norte County; VERN PIERSON, District  
2 Attorney of El Dorado County; DWAYNE R. STEWART, District Attorney of Glenn County;  
3 MAGGIE FLEMING, District Attorney of Humboldt County; GILBERT G. OTERO, District  
4 Attorney of Imperial County; THOMAS L. HARDY, District Attorney of Inyo County;  
5 CYNTHIA ZIMMER, District Attorney of Kern County; KEITH L. FAGUNDES, District  
6 Attorney of Kings County; SUSAN J. KRONES, District Attorney of Lake County; SUSAN M.  
7 RIOS, District Attorney of Lassen County; GEORGE GASCON, District Attorney of Los  
8 Angeles County; SALLY O. MORENO, District Attorney of Madera County; LORI E.  
9 FRUGOLI, District Attorney of Marin County; C. DAVID EYSTER, District Attorney of  
10 Mendocino County; KIMBERLY LEWIS, District Attorney of Merced County; JEANNINE M.  
11 PACIONI, District Attorney of Monterey County; ALLISON . HALEY, District Attorney of  
12 Napa County; JESSE WILSON, District Attorney of Nevada County; TODD SPITZER, District  
13 Attorney of Orange County; MORGAN BRIGGS GIRE, District Attorney of Placer County;  
14 DAVID HOLLISTER, District Attorney of Plumas County; MICHEL A. HESTRIN, District  
15 Attorney of Riverside County; ANNE MARIE SCHUBERT, District Attorney of Sacramento  
16 County; CANDICE HOOPER, District Attorney of San Benito County; MARA W. ELLIOTT,  
17 San Diego City Attorney; SUMMER STEPHAN, District Attorney of San Diego County;  
18 BROOKE JENKINS, District Attorney of San Francisco County; TORI VERBER SALAZAR,  
19 District Attorney of San Joaquin County; DAN DOW, District Attorney of San Luis Obispo  
20 County; STEPHEN M. WAGSTAFFE, District Attorney of San Mateo County; JEFFREY F.  
21 ROSEN, District Attorney of Santa Clara County; STEPHANIE A. BRIDGETT, District  
22 Attorney of Shasta County; J. KIRK ANDRUS, District Attorney of Siskiyou County;  
23 KRISHNA A. ABRAMS, District Attorney of Solano County; JILL RAVITCH, District  
24 Attorney of Sonoma County; BIRGIT A. FLADAGER, District Attorney of Stanislaus County;  
25 AMANDA L. HOOPER, District Attorney of Sutter County; MATTHEW D. ROGERS, District  
26 Attorney of Tehama County; DAVID M. BRADY, District Attorney of Trinity County; TIM  
27 WARD, District Attorney of Tulare County; CASSANDRA A. JENECKE, District Attorney of  
28 Tuolumne County; JEFF W. REISIG, District Attorney of Yolo County; and CLINT CURRY,

1 District Attorney of Yuba County (collectively, “the People”) and Defendants AT&T  
2 SERVICES, INC., AT&T MOBILITY LLC, PACIFIC BELL TELEPHONE COMPANY d/b/a  
3 AT&T California; and AT&T CORP. (“Defendants” and Defendants together with the People,  
4 the “Parties”) , appearing by and through its duly authorized representative, ROSS BAWCUM,  
5 Vice President, Core Network Engineering and Operations, and its counsel, PAUL HASTINGS  
6 LLP by DEBORAH J. SCHMALL, have stipulated to the entry of this Final Judgment. All  
7 parties have agreed that the presumption set forth in Civil Code section 1654 is not applicable,  
8 and there is no presumption that documents should be interpreted against any party. The parties  
9 have waived the right to appeal this Final Judgment both as to form and content. This Court has  
10 considered the pleadings and the Stipulation for Entry of Final Judgment, and good cause  
11 appearing therefore,

12 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** as follows:

13 1. This Court is the proper venue for this action and has jurisdiction over the subject  
14 matter hereof and the parties hereto.

15 2. This Final Judgment has been reviewed by the Court, and based upon the  
16 representations of the parties, the Court finds that it has been entered in good faith and is, in all  
17 respects, fair, just, and equitable to protect the public and the individuals who may have been  
18 affected by the issues alleged in the Complaint.

19 **DEFINITIONS**

20 3. Except where otherwise expressly defined in this Final Judgment, all terms shall  
21 be interpreted consistent with Chapter 6.95 of Division 20 of the California Health and Safety  
22 Code (“Health and Safety Code”) and the regulations promulgated under this chapter.

23 4. The following phrases in this Final Judgment have the meanings set forth below:

24 A. “Designated Individual(s)” means the individual(s) with supervisory or  
25 managerial authority designated by Defendants to be responsible for maintaining Defendants’  
26 compliance with Chapter 6.95 of Division 20 of the Health and Safety Code and any regulations  
27 promulgated thereunder.

28 B. “CERS” is defined as the California Environmental Reporting System

1 maintained by the California Environmental Protection Agency (“CalEPA”).

2 C. “Certified Unified Program Agency” or “CUPA” is defined in Health and  
3 Safety Code sections 25281(d) and 25404(a), and means the agency that, pursuant to Chapter  
4 6.11 of Division 20 of the Health and Safety Code, and Title 27 of the California Code of  
5 Regulations, is certified by the CalEPA with the jurisdictional responsibility and authority to  
6 implement and enforce certain state environmental program requirements specified in Health and  
7 Safety Code section 25404, subdivision (c)(1).

8 D. “Facilities” means any geographical location in the State of California  
9 where Defendants, or any respective successor corporation or assignee, handle a hazardous  
10 material or a mixture containing a hazardous material that has a quantity equal to or greater than  
11 the thresholds established in Health and Safety Code section 25507, subdivision (a)(1)(A).

12 E. “Participating Agency” or “PA” means an agency that has a written  
13 agreement with the CUPA pursuant to subdivision (d) of Health and Safety Code section  
14 25404.3 and is approved by the secretary to implement or enforce the unified program element  
15 specified in paragraph (3) of subdivision (c) of Health and Safety Code section 25404, in  
16 accordance with sections 25404.1 and 25404.2 of the Health and Safety Code.

17 **INJUNCTION**

18 5. **Applicability:** The provisions of this injunction are applicable to the Defendants,  
19 for the period five (5) years from May 17, 2019, the date that Defendants self-reported the  
20 violations alleged in the Complaint, (“Injunction Term”), so long as they own or operate a  
21 Facility within the State of California. For such Injunction Term, the same entities are enjoined  
22 and shall comply with the injunctive provisions in Paragraph 6 and 7 upon entry of this Final  
23 Judgment. Defendants shall provide a copy of this Final Judgment to each Designated Individual  
24 that Defendants employ at each of the Facilities.

25 6. **General Injunctive Provisions:** Pursuant to California Health and Safety Code  
26 sections 25515.6, and 25515.8, Business and Professions Code section 17203, and Code of Civil  
27 Procedure section 526, Defendants are enjoined, restrained, and prohibited from violating laws  
28 applicable to hazardous materials releases, response plans, and inventories as specified in Article

1 of Chapter 6.95 of Division 20 of the Health and Safety Code. Notwithstanding any other  
2 provision in this Final Judgment, nothing in this Final Judgment shall relieve Defendants from  
3 prospectively complying with all applicable laws and regulations.

4           **7. Specific Injunctive Provisions:**

5           A. Defendants shall implement a system applicable to each Facility to  
6 ensure compliance with all applicable provisions of Article 1 of Chapter 6.95 of  
7 Division 20 of the Health and Safety Code and its implementing regulations in the  
8 California Code of Regulations. Specifically, though not exclusively, Defendants' system(s)  
9 shall ensure the following:

- 10                   i. That each Facility has adequately completed and electronically  
11                   submitted all hazardous materials inventory information pursuant  
12                   to Health and Safety Code sections 25505(a)(1), 25506, and  
13                   25508(a)(1), and Title 19 of the California Code of Regulations,  
14                   section 2652(a)(2).
- 15                   ii. That each Facility has reviewed and certified electronically on an  
16                   annual basis the accuracy of its previously-submitted Hazardous  
17                   Materials Business Plan information pursuant to Health and Safety  
18                   Code section 25508.2.
- 19                   iii. That each Facility has electronically updated its Hazardous  
20                   Materials Business Plan information when certain events occur, as  
21                   specified in Health and Safety Code section 25508.1.
- 22                   iv. That each Facility provides the report to government agencies in  
23                   the event of a release or threatened of hazardous materials or  
24                   hazardous substances pursuant to Health and Safety Code section  
25                   25510 and as specified in Title 19 of the California Code of  
26                   Regulations, section 2631.

27           B. Defendants shall establish and implement a procedure to audit their  
28 compliance with the specific injunctive provisions of this Final Judgment listed above. The

1 audits will be conducted by a third-party auditor proposed by the Defendants and reasonably  
2 approved by the People. The audits shall occur once during the Injunction Term of this Final  
3 Judgment: The audit shall commence approximately twelve (12) months after entry of Final  
4 Judgment and be completed no later than fourteen (14) months after entry of Final Judgment.  
5 The audit will encompass two types of review: (i) a programmatic audit of the systems that  
6 Defendants have implemented to ensure compliance with the specific injunctive provisions of  
7 this Final Judgment, and (ii) a site-specific review of at least 100 Facilities that fall within this  
8 Final Judgment to determine their compliance with those injunctive provisions. The Facilities  
9 will be selected randomly by the third-party auditor, will be of a type and in locations that, to the  
10 extent practicable, approximately reflect the type and spatial distribution of such Facilities of the  
11 Defendants throughout California. The site-specific review of the compliance status of the 100  
12 Facilities may be a desktop review, supplemented (for at least 25 of the 100 Facilities) by a  
13 remote virtual inspection and interview at the Facility location with the Defendants' employee  
14 who is responsible for reporting from the field on the volume of hazardous materials at that  
15 Facility. The final number of Facilities included in the desktop reviews and/or the remote virtual  
16 reviews may be greater than 100 desktop/25 remote virtual reviews, if the third-party auditor  
17 decides based on their best professional judgment and auditor professional standards that a larger  
18 number of Facilities must be included to provide sufficiently reliable audit results. The audit  
19 report will make specific findings of compliance/non-compliance, and will conclude whether  
20 Defendants have substantially complied with the specific injunctive provisions of the Final  
21 Judgment and whether the Defendants have established and implemented compliance  
22 management systems to satisfactorily address those injunctive provisions. Defendants shall  
23 provide results of these audits to the People upon request.

#### **MONETARY RELIEF**

24  
25 8. **Civil Penalties:** For the Covered Matters (as defined below), Defendants are  
26 hereby ordered, pursuant to Business and Professions Code section 17206 and Health and  
27 Safety Code section 25515 to pay to the People jointly and severally the amount of FIVE  
28 MILLION NINE HUNDRED THOUSAND DOLLARS (\$5,900,000.00), with \$5,650,000 as

1 total civil penalty and the remaining \$250,000.00 as a Supplemental Environmental Project as  
2 specified in Section 9 below. Payment of the total civil penalty shall be made to those  
3 prosecutors' offices appearing herein, and their related CUPAs, in the amounts set forth in  
4 Exhibits A1 and A2 hereto.

5 9. **Supplemental Environmental Projects:** Defendants shall pay TWO  
6 HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00) as a Supplemental Environmental  
7 Project to the CUPA Forum Environmental Protection Trust Fund, which is administered and  
8 to be used by the California CUPA Forum (an association of Certified Unified Program  
9 Agencies), for the purposes consistent with the mission of the CUPA Forum Environmental  
10 Protection Trust Fund. The check shall be made payable to "CUPA FORUM  
11 ENVIRONMENTAL PROTECTION TRUST FUND".

12 10. **Delivery of Settlement Funds:** All settlement funds, specifically those set forth  
13 in Paragraphs 8 and 9 herein, shall be submitted not later than sixty (60) days after entry of the  
14 Final Judgment and shall be delivered to Edward T. Browne of the Santa Cruz County District  
15 Attorney's Office, either 701 Ocean Street, Room 200 Santa Cruz California 95060 or  
16 electronically.

17 11. **Filing Fee:** Defendants shall each pay all filing fees associated with the filing of  
18 the Stipulation, currently a \$435.00 fee, which may be made by a check payable to the "Clerk of  
19 Santa Cruz County Superior Court"). The checks for filing fees shall be delivered to Edward T.  
20 Browne of the Santa Cruz County, District Attorney's Office, 701 Ocean Street, Room 200 Santa  
21 Cruz California 95060, to be submitted to the Court prior to the time which this Stipulation for  
22 Entry of Final Judgment is filed with the Court.

23 12. Defendants shall bear their own attorney's fees and costs.

24 **MATTERS COVERED BY THIS FINAL JUDGMENT**

25 13. This Final Judgment is a final and binding resolution and settlement of all claims,  
26 violations, and causes of action expressly alleged by the People in the Complaint or claims,  
27 violations, and causes of action that could have been alleged based on the same general facts,  
28 circumstances, and conduct set forth in the Complaint, against Defendants and their officers,



1 directors, and employees, and Defendant Entities (as defined below) and their officers, directors,  
2 and employees, as to Defendants' Facilities through the date of entry of this Final Judgment, and  
3 shall be known as "Covered Matters." The term "Defendant Entities" shall include the following  
4 direct or indirect parent corporations of the Defendants to the extent that the potential liability of  
5 such parent corporations is solely derivative of the acts or omissions of the Defendants: New  
6 Cingular Wireless Services, Inc., AT&T NCWS Holdings, Inc., AT&T Teleholdings, Inc., SBC  
7 Telecom, Inc., and AT&T Inc. Defendant Entities also include the Defendants' contractor which  
8 provided services from 2015 through 2022 to assist the Defendants in complying with their  
9 obligations under Chapter 6.95 of Division 20 of the Health and Safety Code and implementing  
10 regulations, to the extent that such contractor was acting at the direction and behest of the  
11 Defendants.

12 14. Any claim, violation, or cause of action that is not a Covered Matter is a  
13 "Reserved Claim." Reserved Claims include, without limitation: (1) any violation that occurs  
14 after the date of entry of this Final Judgment; (2) any claim, violation, or cause of action against  
15 Defendants' independent contractors or subcontractors (except for claims, violations, of causes  
16 of action against the Defendants' contractor described in Paragraph 13 above); (3) any unknown  
17 violations arising out of allegations that are not set forth in Plaintiff's Complaint; and (4) any  
18 violation of the injunctive provisions of this Final Judgment. The Parties reserve the right to  
19 pursue, or defend against, any Reserved Claim.

#### 20 **RETENTION OF JURISDICTION**

21 15. Jurisdiction is retained for the purpose of enabling any party to this Final  
22 Judgment to apply to the Court at any time for such further orders and directions as may be  
23 necessary and appropriate for the construction and carrying out of this Final Judgment, for the  
24 modification of any of the injunctive provisions of this Final Judgment, and for the enforcement  
25 of, compliance with, and for the punishment of violations of this Final Judgment.

26 16. The failure of the People to enforce any provision of this Final Judgment shall  
27 neither be deemed a waiver of such provision nor shall it in any way affect the validity of this  
28 Final Judgment.



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17. The failure of the People to enforce any provision shall not preclude it from later enforcing the same or other provisions of this Final judgment.

18. The clerk is ordered to immediately enter this Final Judgment, and this Final Judgment shall take effect immediately upon entry thereof. No notice of entry of judgment is required to be served upon Defendant.

IT IS SO ORDERED.

DATED: 11/10/2022 5:31:24 PM

  
\_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT  
Timothy Volkmann

1  
2  
3 **APPENDIX**  
4

<p>5 LISA A. SMITTCAMP 6 District Attorney, County of Fresno 7 Adam J. Kook, SBN 285541 8 Deputy District Attorney 9 2100 Tulare Street 10 Fresno, CA 93721 11 (559) 600-3141 12 <a href="mailto:akook@fresnocountyca.gov">akook@fresnocountyca.gov</a></p>	<p>MICHAEL N. FEUER, Los Angeles City Attorney Jessica B. Brown, SBN 211652 Supervising Deputy City Attorney, Office Of the Los Angeles City Attorney Environmental Justice &amp; Protection Unit 200 North Main Street, 500 City Hall East Los Angeles, California 90012-4131 (213) 978-8000 <a href="mailto:jessica.brown@lacity.org">jessica.brown@lacity.org</a></p>
<p>12 JOYCE E. DUDLEY 13 District Attorney, County of Santa Barbara 14 Christopher B. Dalbey SBN 285562 15 Deputy District Attorney 16 1112 Santa Barbara Street 17 Santa Barbara, CA 93101-2008 18 805-568-2300 19 <a href="mailto:cdalbey@co.santa-barbara.ca.us">cdalbey@co.santa-barbara.ca.us</a></p>	<p>JASON ANDERSON District Attorney, County of San Bernardino Paul Douglas Levers SBN 250110 Deputy District Attorney 303 West Third Street, San Bernardino, CA 92415 (909) 382-3800 <a href="mailto:plevers@sbcda.org">plevers@sbcda.org</a></p>
<p>17 JEFFREY S. ROSELL 18 District Attorney, County of Santa Cruz 19 Edward T. Browne, SBN 167638 20 Assistant District Attorney 21 701 Ocean Street, Room 200 22 Santa Cruz, CA 95060 23 (831) 454-2400 24 <a href="mailto:Edward.browne@santacruzcounty.us">Edward.browne@santacruzcounty.us</a></p>	<p>ERIK NASARENKO District Attorney, County of Ventura Karen L. Wold SBN 132701 Senior Deputy District Attorney 5720 Ralston Street, Ste. 300 Ventura, CA 93003 (805) 662-1718 <a href="mailto:karen.wold@ventura.org">karen.wold@ventura.org</a></p>

**EXHIBIT A-1**

**PROSECUTING AGENCY CIVIL PENALTIES**

County	CIVIL PENALTIES PURSUANT TO BUSINESS AND PROFESSION CODE §17200	CIVIL PENALTIES PURSUANT TO HEALTH & SAFETY CODE §25515	TOTAL CIVIL PENALTIES PAID TO AGENCY
Santa Cruz District Attorney's Office	\$ 584,500.06	\$ 122,916.70	\$707,416.76
Ventura County District Attorney's Office	\$ 584,500.00	\$ 122,916.66	\$707,416.66
Fresno County District Attorney's Office	\$ 490,562.50	\$ 122,916.66	\$613,479.16
Los Angeles City Attorney	\$ 490,562.50	\$ 122,916.66	\$613,479.16
San Bernardino County District Attorney's Office	\$ 490,562.50	\$ 122,916.66	\$613,479.16
Santa Barbara County District Attorney's Office	\$ 490,562.50	\$ 122,916.66	\$613,479.16
Alameda County District Attorney's Office	\$31,495.17		\$31,495.17
Alpine District Attorney's Office	\$944.86		\$944.86
Amador County District Attorney's Office	\$6,613.99		\$6,613.99
Butte County District Attorney's Office	\$31,495.17		\$31,495.17
Calaveras County District Attorney's Office	\$9,763.50		\$9,763.50
Colusa County District Attorney's Office	\$3,149.52		\$3,149.52
Contra Costa County District Attorney's Office	\$31,495.17		\$31,495.17
Del Norte County District Attorney's Office	\$1,574.76		\$1,574.76
El Dorado County District Attorney's Office	\$31,495.17		\$31,495.17
Glenn County District Attorney's Office	\$5,669.13		\$5,669.13
Humboldt County District Attorney's Office	\$19,212.05		\$19,212.05
Imperial County District Attorney's Office	\$22,046.62		\$22,046.62
Inyo County District Attorney's Office	\$5,984.08		\$5,984.08
Kern County District Attorney's Office	\$31,495.17		\$31,495.17
Kings County District Attorney's Office	\$10,708.36		\$10,708.36
Lake County District Attorney's Office	\$11,653.21		\$11,653.21
Lassen County District Attorney's Office	\$2,519.61		\$2,519.61
Los Angeles County District Attorney's Office	\$31,495.17		\$31,495.17
Madera County District Attorney's Office	\$13,542.92		\$13,542.92
Marin County District Attorney's Office	\$21,416.72		\$21,416.72
Mendocino County District Attorney's Office	\$16,377.49		\$16,377.49
Merced County District Attorney's Office	\$29,920.41		\$29,920.41
Monterey County District Attorney's Office	\$31,495.17		\$31,495.17

Napa County District Attorney's Office	\$17,007.39		\$17,007.39
Nevada County District Attorney's Office	\$23,306.43		\$23,306.43
Orange County District Attorney's Office	\$31,495.17		\$31,495.17
Placer County District Attorney's Office	\$31,495.17		\$31,495.17
Plumas County District Attorney's Office	\$6,299.03		\$6,299.03
Riverside County District Attorney's Office	\$31,495.17		\$31,495.17
Sacramento County District Attorney's Office	\$31,495.17		\$31,495.17
San Benito County District Attorney's Office	\$6,299.03		\$6,299.03
San Diego City Attorney	\$31,495.17		\$31,495.17
San Diego County District Attorney's Office	\$31,495.17		\$31,495.17
San Francisco County District Attorney's Office	\$31,495.17		\$31,495.17
San Joaquin County District Attorney's Office	\$31,495.17		\$31,495.17
San Luis Obispo County District Attorney's Office	\$31,495.17		\$31,495.17
San Mateo County District Attorney's Office	\$31,495.17		\$31,495.17
Santa Clara County District Attorney's Office	\$31,495.17		\$31,495.17
Shasta County District Attorney's Office	\$31,495.17		\$31,495.17
Siskiyou County District Attorney's Office	\$12,598.07		\$12,598.07
Solano County District Attorney's Office	\$31,495.17		\$31,495.17
Sonoma County District Attorney's Office	\$31,495.17		\$31,495.17
Stanislaus County District Attorney's Office	\$31,495.17		\$31,495.17
Sutter County District Attorney's Office	\$10,393.41		\$10,393.41
Tehama County District Attorney's Office	\$13,542.92		\$13,542.92
Trinity County District Attorney's Office	\$1,889.71		\$1,889.71
Tulare County District Attorney's Office	\$31,495.17		\$31,495.17
Tuolumne County District Attorney's Office	\$12,598.07		\$12,598.07
Yolo County District Attorney's Office	\$21,101.77		\$21,101.77
Yuba County District Attorney's Office	\$13,227.97		\$13,227.97
<b>TOTALS</b>	<b>\$4,175,000.00</b>	<b>\$737,500.00</b>	<b>\$4,912,500.00</b>

Pursuant to Government Code section 26506, any civil penalties recovered in 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 A-2**

**REGULATORY AGENCY CIVIL PENALTIES**

<b>REGULATORY AGENCY</b>	<b>TOTAL CIVIL PENALTIES PAID TO AGENCY</b>
Los Angeles City - LAFD	\$135,208.33
Fresno County Community Health Dept., Environmental Health Division	\$110,625.00
San Bernardino Co. Fire Dept. HAZMAT Div.	\$135,208.33
Santa Barbara County Environmental Health Services	\$110,625.00
Santa Cruz County Environmental Health	\$135,208.34
Ventura County Environmental Health	\$110,625.00
<b>TOTAL</b>	<b>\$737,500.00</b>