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9 *[Additional Plaintiff's counsel listed as signatories]*

10 SUPERIOR COURT OF CALIFORNIA

11 COUNTY OF SACRAMENTO

12 THE PEOPLE OF THE STATE OF CALIFORNIA, )

13 Plaintiff, )

14 v. )

15 COOKS COLLISION, INC., a California corporation, )

16 Defendant. )

Case No. 34-2018-0236156

STIPULATION FOR ENTRY OF FINAL  
JUDGMENT AND INJUNCTION

*Exempt from fees per Gov. Code, § 6103*

17  
18  
19 Plaintiff, THE PEOPLE OF THE STATE OF CALIFORNIA, generally appearing through its  
20 attorneys, Anne Marie Schubert, District Attorney of Sacramento County; Nancy E. O'Malley,  
21 District Attorney of Alameda County; Diana Becton, District Attorney of Contra Costa County; Jeff  
22 W. Reisig, District Attorney of Yolo County; Krishna A. Abrams, District Attorney of Solano  
23 County; Tori Verber Salazar, District Attorney of San Joaquin County; Jackie Lacey, District  
24 Attorney of Los Angeles County; Allison Haley, District Attorney of Napa County; Vern Pierson,  
25 District Attorney of El Dorado County; R. Scott Owens, District Attorney of Placer County; Michael  
26 A. Hestrin, District Attorney of Riverside County; Gregory D. Totten, District Attorney of Ventura  
27 County; Edward S. Berberian, Jr., District Attorney of Marin County; Stephen M. Wagstaffe, District  
28 Attorney of San Mateo County; and Jeffrey F. Rosen, District Attorney of Santa Clara County

1 (collectively, "the People"); and Defendant COOKS COLLISION, INC., generally appearing  
2 through its attorneys, Hartman King PC by Jennifer Hartman King, hereby stipulate and agree as  
3 follows:

4 1. This Court may enter this Final Judgment and Injunction ("Final Judgment") before  
5 the taking of any proof and without trial or adjudication of any fact or law;

6 2. This Court has subject matter jurisdiction over the matters alleged in this action and  
7 personal jurisdiction over the parties to this Final Judgment;

8 3. This Final Judgment is a fair and reasonable resolution of the matters alleged in the  
9 People's Complaint;

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

12 5. The People and Defendant (collectively, "the Parties") waive their right to appeal  
13 from the Final Judgment.

14 NOW THEREFORE, the People and Defendant having requested that this Court enter this  
15 Final Judgment, and the Court having considered the Final Judgment reached between the Parties, IT  
16 IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

17 **1. JURISDICTION**

18 This Court has subject matter jurisdiction over the matters alleged in this action and personal  
19 jurisdiction over the Parties to this Final Judgment.

20 **2. SETTLEMENT OF DISPUTED CLAIMS**

21 This Final Judgment is a fair and reasonable resolution of the Covered Matters (as defined in  
22 Paragraph 6 below), and is in the best interest of the public.

23 **3. DEFINITIONS**

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

27 "Unified Program Agency" or "UPA" is an agency certified by the California Environmental  
28 Protection Agency pursuant to the requirements of Chapter 6.11 of Division 20 of the Health and

1 Safety Code and California Code of Regulations, title 27, to implement certain state environmental  
2 programs within the local agency's jurisdiction.

3 "Facilities" means the stores listed in Exhibit A that Defendant currently owns or operates,  
4 and all other stores within the State of California that Defendant owns or operates subsequent to the  
5 effective date of this Final Judgment.

6 "Participating Agency" means an agency that has been designated by the UPA to administer  
7 one or more state environmental programs on behalf of the UPA.

#### 8 **4. INJUNCTIVE RELIEF**

##### 9 **4.1. Applicability**

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

##### 13 **4.2. General Injunctive Provision**

14 Pursuant to the provisions of Health and Safety Code sections 25181, 25515.6, and 25515.8,  
15 and Business and Professions Code section 17203, Defendant is enjoined from violating Chapters 6.5  
16 and 6.95 of Division 20 of the Health and Safety Code and the regulations promulgated under these  
17 chapters. Notwithstanding any other provision in this Final Judgment, nothing in this Final Judgment  
18 shall relieve Defendant from prospectively complying with any and all applicable laws and  
19 regulations, nor shall any term of this Final Judgment extend to Defendant's facilities outside the  
20 State of California.

##### 21 **4.3. Specific Injunctive Provisions**

22 Pursuant to Health and Safety Code sections 25181, 25515.6, and 25515.8, and Business and  
23 Professions Code section 17203, Defendant is enjoined, restrained, and prohibited from doing any of  
24 the following:

25 4.3.a. Disposing, or causing the disposal, of hazardous waste at a point not authorized by  
26 law, in violation of Health and Safety Code sections 25189 and 25189.2;

27 4.3.b. Transporting, transferring custody of, or causing to be transported in California any  
28 hazardous waste unless the transporter is registered to transport hazardous waste, in violation of

1 Health and Safety Code section 25163;

2 4.3.c. Failing to determine if a waste generated at the Facilities is a hazardous waste, in  
3 violation of California Code of Regulations, title 22, sections 66262.11 and 66260.200(c);

4 4.3.d. Failing to properly manage, identify the date of accumulation, and label containers of  
5 hazardous waste at the Facilities, in violation of California Code of Regulations, title 22, section  
6 66262.34;

7 4.3.e. Failing to lawfully and timely dispose of all accumulated hazardous waste at each  
8 Facility, in violation of California Code of Regulations, title 22, section 66262.34;

9 4.3.f. Failing to timely cause to be prepared and filed with the Department of Toxic  
10 Substance Control ("DTSC") a hazardous waste manifest for all hazardous waste that is transported,  
11 or submitted for transportation, for offsite handling, treatment, storage, disposal, or any combination  
12 thereof, from any Facility, in violation of Health and Safety Code section 25160(b)(3) and California  
13 Code of Regulations, title 22, section 66262.23;

14 4.3.g. Failing to contact the owner or operator of a designated facility that was to receive  
15 hazardous waste from Defendant to determine the status of the hazardous waste, in the event  
16 Defendant has not received a copy of the manifest signed by all transporters and the facility operator  
17 within thirty-five (35) days of the date the waste was accepted by the initial transporter, in violation  
18 of Health and Safety Code section 25160(b)(3) and California Code of Regulations, title 22, section  
19 66262.42;

20 4.3.h. Failing to timely notify the DTSC by filing an exception report concerning a  
21 treatment, storage, or disposal facility's failure to return any executed manifest, in violation of Health  
22 and Safety Code section 25160(b)(3) and California Code of Regulations, title 22, section 66262.42;

23 4.3.i. Failing to maintain copies of hazardous-waste manifests for three (3) years, in  
24 violation of California Code of Regulations, title 22, section 66262.40;

25 4.3.j. Unlawfully storing, handling, and accumulating hazardous waste, in violation of  
26 Health and Safety Code section 25123.3 and California Code of Regulations, title 22, sections  
27 66262.34 and 66265.173;

28 4.3.k. Storing hazardous waste onsite beyond the time permitted by law at a Facility that did

1 not have a hazardous waste storage permit from DTSC, in violation of California Code of  
2 Regulations, title 22, section 66262.34, and California Health and Safety Code section 25123.3,  
3 subdivision (h);

4 4.3.l. Unlawfully failing to segregate incompatible hazardous-waste items, in violation of  
5 California Code of Regulations, title 22, section 66265.177;

6 4.3.m. Failing to conduct inspections of hazardous waste storage areas at each Facility, in  
7 violation of California Code of Regulations, title 22, sections 66262.34 and 66265.174;

8 4.3.n. Failing to comply with employee training obligations pertaining to the handling of  
9 hazardous waste at the Facilities, in violation of California Code of Regulations, title 22, section  
10 66262.34(d) and 40 C.F.R. § 262.16(b)(9)(iii), or title 22, section 66265.16, whichever may apply;

11 4.3.o. Failing to immediately report any release or threatened release of a reportable quantity  
12 of any hazardous material from any Facility into the environment, in violation of Health and Safety  
13 Code section 25510;

14 4.3.p. Failing to establish, implement and submit to the responsible "Unified Program  
15 Agency" (as defined in Health and Safety Code section 25501), a complete hazardous materials  
16 business plan, for each Facility, in violation of Health and Safety Code sections 25505 and 25507  
17 and California Code of Regulations, title 19, section 2650;

18 4.3.q. Failing to properly manage, mark, and store universal waste at each Facility in  
19 violation of the standards for universal waste management found in California Code of Regulations,  
20 title 22, sections 66273.33 through 66273.36; or in the alternative, failing to manage such waste as  
21 hazardous waste in violation of Chapter 6.5 and its implementing regulations in California Code of  
22 Regulations, title 22, including, but not limited to, section 66262.34;

23 4.3.r. Failing to keep a record of each shipment of universal waste sent from any Facility, in  
24 violation of California Code of Regulations, title 22, section 66273.39; or in the alternative, failing to  
25 manage such waste as hazardous waste in violation of Chapter 6.5 and its implementing regulations  
26 in California Code of Regulations, title 22, including, but not limited to, section 66262.34;

27 4.3.s. Failing to treat returned or discarded non-empty aerosol cans at the Facilities as  
28 universal waste or hazardous waste, in violation of California Code of Regulations, title 22, section

1 66273.1 et seq.;

2 4.3.t. Failing to implement, maintain, and comply with an employee-training program in  
3 violation of Health and Safety Code section 25505, subdivision (a)(4), and California Code of  
4 Regulations, title 19, section 2659, pertaining to hazardous materials and business and area plans,  
5 including, but not limited to, Hazardous Materials Business Plans;

6 4.3.u. Failing to implement, maintain, or submit to the responsible "Unified Program  
7 Agency" (as defined in Health and Safety Code section 25501), a complete hazardous materials  
8 business plan for each of the Facilities, in violation of Health and Safety Code sections 25505 and  
9 25508, and California Code of Regulations, title 19, section 2650;

10 4.3.v. Transporting, or causing to be transported, any hazardous waste to an unauthorized  
11 location in California, in violation of Health and Safety Code section 25189.5; and

12 4.3.w. Disposing of customer records without first shredding, erasing, or otherwise  
13 modifying the personal information in those records to make it unreadable or undecipherable, in  
14 violation of Civil Code section 1798.81.

15 **4.4. Compliance Assurance Program**

16 Pursuant to the provisions of Health and Safety Code sections 25181, 25515.6, and 25515.8,  
17 and Business and Professions Code section 17203, Defendant shall expend ONE HUNDRED AND  
18 FIFTY THOUSAND DOLLARS (\$150,000.00) on compliance assurance programs described in  
19 this paragraph to augment the injunctive provisions of this Final Judgment.

20 4.4.a. Compliance Employee. Defendant shall employ one (1) full-time employee, or  
21 equivalent, responsible for environmental, health, regulatory, and safety compliance assurance at  
22 the Facilities ("Full-Time Employee") for a period of no less than two (2) years after the effective  
23 date of this Final Judgment. The Full-Time Employee may be employed by Defendant or a  
24 Defendant affiliate, subsidiary, or parent, and may be employed in Defendant's locations within or  
25 outside of California. The Full-Time Employee may also have other responsibilities not related to  
26 hazardous waste, including, without limitation, environmental, health, regulatory, and safety  
27 matters. Defendant shall make good faith efforts to continually staff this position, but it is  
28 recognized that there may be an occasional vacancy due to staffing transitions or other staffing

1 interruptions. Within thirty (30) days after the effective date of this Final Judgment, or after the  
2 hiring of a new Full-Time Employee, Defendant shall provide notice to the People in the form of a  
3 written affidavit stating the name, qualifications, responsibilities, and location of the Full-Time  
4 Employee. Such written affidavit shall be noticed pursuant to Paragraph 20 and shall be submitted  
5 under penalty of perjury.

6 4.4.b. Training. Defendant shall ensure that all employees at any of its Facilities are  
7 thoroughly familiar with proper waste handling and emergency procedures relevant to their  
8 responsibilities during normal facility operations and emergencies, as required by California Code  
9 of Regulations, title 22, section 66262.34(d) and 40 C.F.R. § 262.16(b)(9)(iii), and shall comply  
10 with the following for each employee at any of its Facilities:

11 4.4.b.1. For each training conducted to ensure compliance with Chapters 6.5 and  
12 6.95 of Division 20 of the Health and Safety Code, Defendant shall maintain  
13 documentation identifying the person providing the training, the location where the  
14 training was conducted, the name of each employee attending the training, the  
15 employee identification number for each employee attending the training, the date of  
16 the training, and the employee's signature acknowledging attendance at the training.  
17 Alternatively, Defendant may provide training via a computer-based system, in  
18 which case it shall maintain electronic data identifying the name of each employee  
19 attending the training, the employee identification number for each employee  
20 attending the training, the date of the training, and the employee's electronic  
21 acknowledgement of training attendance. This documentation and electronic data  
22 are referred to here as the "Training Roster."

23 4.4.b.2. Defendant shall maintain a copy of the Training Roster evidencing each  
24 employee's training at each facility where the employee provides any labor or  
25 services. Defendant shall, at each Facility, maintain a copy of that Facility's  
26 Training Roster for a period of five (5) years from the date the training was  
27 conducted, regardless of the duration of the employee's employment. Such records  
28 may be maintained electronically. In the event that such records are not available

1 during a governmental inspection, Defendant shall provide such records to the  
2 inspector within five (5) business days.

3 4.4.b.3. Defendant shall review the training records on a quarterly basis to ensure  
4 each employee at the Facilities have received the training required under California  
5 Code of Regulations, title 22, section 66262.34(d) and 40 C.F.R. § 262.16(b)(9)(iii),  
6 and that less than one year has elapsed since the employee last received the required  
7 training.

8 4.4.b.4. Defendant shall not permit an employee to provide labor or services  
9 relating to the storage or disposal of hazardous waste if the employee has not  
10 received the required training under California Code of Regulations, title 22, section  
11 66262.34(d) and 40 C.F.R. § 262.16(b)(9)(iii), or more than one year has elapsed  
12 since the employee was last trained.

13 4.4.b.5. Defendant shall promptly make available upon request by any UPA  
14 Inspector, peace officer, agent of the Department of Justice, California  
15 Environmental Protection Agency, the DTSC, or District Attorney all Training  
16 Rosters and training records for each Facility. In the event that such records are not  
17 available during a governmental inspection, Defendant shall provide such records to  
18 the inspector within five (5) business days.

19 4.4.b.6. To the extent any one of Defendant's Facilities generates more than  
20 1,000 kg/month of hazardous waste, or 1 kg/month of acute hazardous waste, or 100  
21 kg/month of acute spill residue or soil, then Defendant shall additionally comply  
22 with the personnel training requirements contained in California Code of  
23 Regulations, title 22 section 66265.16, to the extent applicable, for that particular  
24 Facility's employees.

25 **5. CIVIL PENALTIES, SUPPLEMENTAL ENVIRONMENTAL PROJECTS, AND**  
26 **COSTS**

27 **5.1. Civil Penalties**

28 Defendant shall pay NINE HUNDRED THOUSAND DOLLARS (\$900,000.00) as civil



1 penalties pursuant to Health and Safety Code sections 25189 and 25515 and Business and  
2 Professions Code section 17206, in accordance with the terms set forth in Paragraph 5.4 and Exhibits  
3 B-1, B-2, and B-3.

4 **5.2. Supplemental Environmental Projects**

5 Within one hundred and eighty (180) days after entry of this Final Judgment, Defendant shall  
6 pay ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00) for the supplemental  
7 environmental project agreed upon by the People and Defendant, which is identified and detailed in  
8 Exhibit C.

9 **5.3. Reimbursement of Costs of Investigation and Enforcement**

10 Within five (5) business days after entry of this Final Judgment, Defendant shall collectively  
11 pay THREE HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$325,000.00) for  
12 reimbursement of attorney's fees, costs of investigation, and other costs of enforcement, in  
13 accordance with the terms set forth in Paragraph 5.4 and Exhibits D-1 and D-2.

14 **5.4 Payments and Expenditures**

15 All of the payments imposed on Defendant pursuant to Paragraphs 5.1 and 5.3 of this Final  
16 Judgment shall be made by check to the payees listed in Exhibits B-2, B-3, D-1, and D-2, in  
17 accordance with the payment schedule listed in Paragraph 5.3 and Exhibit B-1 to this Final  
18 Judgment, and delivered to the Sacramento County District Attorney's Office, Attention: Michelle  
19 Restrepo, Deputy District Attorney, 901 G Street, Sacramento, CA 95814, for distribution.

20 If Defendant fails to make timely payment of any of the amounts owed under Paragraphs 5.1,  
21 5.2, 5.3, and 5.4, Defendant shall pay interest on the amount past due at a rate of ten percent (10%)  
22 per annum, and a late payment penalty of two thousand five hundred dollars (\$2,500.00). If  
23 Defendant fails to pay any of the amounts owed under Paragraphs 5.1, 5.2, 5.3, and 5.4 within fifteen  
24 (15) days of being due, all outstanding payments owed under Paragraphs 5.1, 5.2, 5.3, and 5.4 shall  
25 immediately become due and payable and shall bear interest at a rate of ten percent (10%) per annum  
26 from the date the payment amount was due under this Final Judgment until the date the full payment  
27 is received. The People shall be entitled to pursue all remedies provided by law for the enforcement  
28 of this Final Judgment. The People shall also be entitled to all costs of collection, including

1 reasonable attorney's fees.

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

3 6.1. This Final Judgment is a final and binding resolution and settlement of all violations  
4 and causes of action arising from the facts, matters and allegations set forth in the Complaint as to  
5 Defendant's Facilities, and shall be known as "Covered Matters."

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

15 6.3. In any subsequent action that may be brought by the People based on any Reserved  
16 Claim, Defendant cannot assert that failing to pursue any Reserved Claim as part of this action  
17 constitutes claim-splitting. This Paragraph does not affect any statute of limitations, if any, which  
18 may be applicable to any Reserved Claim, and does not prohibit Defendants from asserting any  
19 statute of limitations or other legal or equitable defenses that may be applicable to any Reserved  
20 Claim.

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

28

1 **7. EFFECT OF FINAL JUDGMENT**

2 Except as expressly provided in this Final Judgment, nothing in this Final Judgment is  
3 intended, nor shall it be construed, to preclude the People or any state, county, city or local agency,  
4 department, board, or UPA from exercising its authority under any law, statute, or regulation.

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

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

11 **9. INTERPRETATION**

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

15 **10. INTEGRATION**

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

21 **11. FUTURE REGULATORY CHANGES**

22 Nothing in this Final Judgment shall excuse Defendant from meeting any more-stringent  
23 requirement that may be imposed by applicable existing law or by any change in the applicable law.  
24 To the extent any future statutory or regulatory change makes Defendant's obligations less stringent  
25 than those provided for in this Final Judgment, Defendant's compliance with the changed law shall  
26 be deemed compliance with this Final Judgment; however, any change in law or regulation shall not  
27 reduce or diminish Defendant's obligations to comply with Paragraph 4.4.  
28

1 **12. TERMINATION OF COMPLIANCE PROGRAM**

2 Unless as otherwise provided for in Paragraph 4.4.a, Defendant's obligations to engage in a  
3 compliance program pursuant to Paragraph 4.4 of this Final Judgment shall terminate five years after  
4 the Effective Date of this Final Judgment.

5 **13. CONTINUING JURISDICTION**

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

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

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

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

14 Defendant shall make no request of the People to pay its attorney fees, expert witness fees  
15 and costs, or any other costs of litigation or investigation incurred to date.

16 **16. COUNTERPART SIGNATURES**

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

20 **17. INCORPORATION OF EXHIBITS**

21 Exhibits "A" through "E" are incorporated herein by reference.

22 **18. MODIFICATION**

23 The injunctive provisions of this Final Judgment may be modified only on noticed motion by  
24 one of the parties with approval of the Court, or upon written consent by all of the parties and the  
25 approval of the Court.

26 **19. TERMINATION OF INJUNCTION**

27 At any time after this Final Judgment has been in effect for five (5) years, and Defendant has  
28 paid and expended all amounts required under the Final Judgment, Defendant may file a noticed

1 motion pursuant to Code of Civil Procedure section 533 and Civil Code section 3424 requesting that  
2 the Court terminate the injunctive provisions in Paragraphs 4.2 and 4.3. After the Final Judgment  
3 has been in effect for seven (7) years, and Defendant has paid and expended all amounts required  
4 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 made in writing, by both email and mail, and addressed to the persons identified in Exhibit E.  
9 Any Party may, by written notice to the other Parties, change its designated notice recipient or notice  
10 address.

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

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

14 **IT IS SO STIPULATED.**

15  
16 FOR THE PEOPLE:

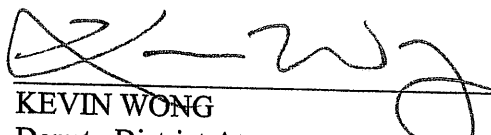
17 ANNE MARIE SCHUBERT, District Attorney  
18 County of Sacramento, State of California

19 DATED: July 3, 2018

20 By:   
21 MICHELLE RESTREPO  
22 Deputy District Attorney

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

25 DATED: 6/26/18

26 By:   
27 KEVIN WONG  
28 Deputy District Attorney

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DATED: 6/20/18

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

By: *Stacey Grassini*  
STACEY GRASSINI  
Deputy District Attorney

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

By: \_\_\_\_\_  
DAVID J. IREY  
Assistant Chief Deputy District Attorney

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

By: \_\_\_\_\_  
DIANE M. NEWMAN  
Deputy District Attorney

TORI VERBER SALAZAR, District Attorney  
County of San Joaquin, State of California

By: \_\_\_\_\_  
CELESTE KAISCH  
Deputy District Attorney

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

By: \_\_\_\_\_  
DANIEL J. WRIGHT  
Deputy District Attorney

DATED: \_\_\_\_\_

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
STACEY GRASSINI  
Deputy District Attorney

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

DATED: 6/25/19

By: \_\_\_\_\_  
DAVID J. IREY  
Assistant Chief Deputy District Attorney

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
DIANE M. NEWMAN  
Deputy District Attorney

TORI VERBER SALAZAR, District Attorney  
County of San Joaquin, State of California

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
CELESTE KAISCH  
Deputy District Attorney

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
DANIEL J. WRIGHT  
Deputy District Attorney

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
STACEY GRASSINI  
Deputy District Attorney

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
DAVID J. IREY  
Assistant Chief Deputy District Attorney

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

DATED: June 21, 2018

By: *Diane Newman*  
DIANE M. NEWMAN  
Deputy District Attorney

TORI VERBER SALAZAR, District Attorney  
County of San Joaquin, State of California

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
CELESTE KAISCH  
Deputy District Attorney

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
DANIEL J. WRIGHT  
Deputy District Attorney



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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
STACEY GRASSINI  
Deputy District Attorney

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
DAVID J. IREY  
Assistant Chief Deputy District Attorney

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
DIANE M. NEWMAN  
Deputy District Attorney

TORI VERBER SALAZAR, District Attorney  
County of San Joaquin, State of California

DATED: 6/28/18

By: *Celeste Kaisch*  
CELESTE KAISCH  
Deputy District Attorney

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
DANIEL J. WRIGHT  
Deputy District Attorney

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
STACEY GRASSINI  
Deputy District Attorney

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
DAVID J. IREY  
Assistant Chief Deputy District Attorney

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
DIANE M. NEWMAN  
Deputy District Attorney

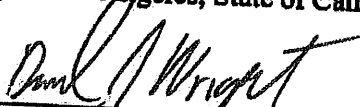
TORI VERBER SALAZAR, District Attorney  
County of San Joaquin, State of California

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
CELESTE KAISCH  
Deputy District Attorney

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

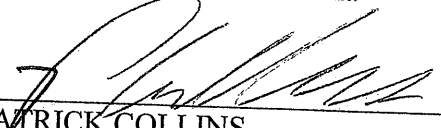
DATED: 6-26-18

By:   
DANIEL J. WRIGHT  
Deputy District Attorney

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DATED: 6/25/18

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

By:   
PATRICK COLLINS  
Deputy District Attorney

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
ROBERT E. NICHOLS  
Deputy District Attorney

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
JANE CRUE  
Deputy District Attorney

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
LAUREN R. MARTINEAU  
Deputy District Attorney

GREGORY D. TOTTEN, District Attorney  
County of Ventura, State of California

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
MITCHELL F. DISNEY  
Senior Deputy District Attorney

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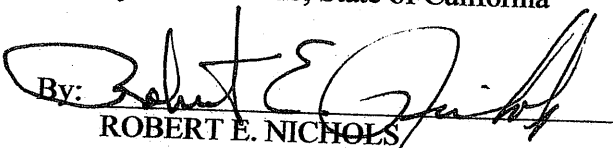
ALLISON HALEY, District Attorney  
County of Napa, State of California

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
PATRICK COLLINS  
Deputy District Attorney

VERN PIERSON, District Attorney  
County of El Dorado, State of California

DATED: 6/20/18

By:   
ROBERT E. NICHOLS  
Deputy District Attorney

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
JANE CRUE  
Deputy District Attorney

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
LAUREN R. MARTINEAU  
Deputy District Attorney

GREGORY D. TOTTEN, District Attorney  
County of Ventura, State of California

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
MITCHELL F. DISNEY  
Senior Deputy District Attorney

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
PATRICK COLLINS  
Deputy District Attorney


VERN PIERSON, District Attorney  
County of El Dorado, State of California

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
ROBERT E. NICHOLS  
Deputy District Attorney

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

DATED: 6/20/2018

By:   
JANE CRUE  
Deputy District Attorney

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
LAUREN R. MARTINEAU  
Deputy District Attorney

GREGORY D. TOTTEN, District Attorney  
County of Ventura, State of California

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
MITCHELL F. DISNEY  
Senior Deputy District Attorney

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
PATRICK COLLINS  
Deputy District Attorney

VERN PIERSON, District Attorney  
County of El Dorado, State of California

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
ROBERT E. NICHOLS  
Deputy District Attorney


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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
JANE CRUE  
Deputy District Attorney

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

DATED: June 21, 2018

By:  \_\_\_\_\_  
LAUREN R. MARTINEAU  
Deputy District Attorney

GREGORY D. TOTTEN, District Attorney  
County of Ventura, State of California

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
MITCHELL F. DISNEY  
Senior Deputy District Attorney

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
PATRICK COLLINS  
Deputy District Attorney

VERN PIERSON, District Attorney  
County of El Dorado, State of California

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
ROBERT E. NICHOLS  
Deputy District Attorney

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
JANE CRUE  
Deputy District Attorney

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
LAUREN R. MARTINEAU  
Deputy District Attorney

GREGORY D. TOTTEN, District Attorney  
County of Ventura, State of California

DATED: June 21, 2018

By: *Mitchell F. Disney*  
MITCHELL F. DISNEY  
Senior Deputy District Attorney

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EDWARD S. BERBERIAN, JR., District Attorney  
County of Marin, State of California

DATED: 6/20/18

By: Andres H. Perez  
ANDRES H. PEREZ  
Deputy District Attorney

STEPHEN M. WAGSTAFFE, District Attorney  
County of San Mateo, State of California

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
JOHN E. WILSON  
Deputy District Attorney In Charge

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
BUD PORTER  
Deputy District Attorney

FOR THE DEFENDANT:

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
RICK WOOD  
President  
COOKS COLLISION, INC.

REVIEWED AND APPROVED AS TO FORM AND CONTENT:

HARTMAN KING PC

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
JENNIFER HARTMAN KING  
Attorneys for Cooks Collision, Inc.



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EDWARD S. BERBERIAN, JR., District Attorney  
County of Marin, State of California

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
ANDRES H. PEREZ  
Deputy District Attorney

STEPHEN M. WAGSTAFFE, District Attorney  
County of San Mateo, State of California

DATED: 6/20/18

By:   
JOHN E. WILSON  
Deputy District Attorney In Charge

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
BUD PORTER  
Deputy District Attorney

FOR THE DEFENDANT:

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
RICK WOOD  
President  
COOKS COLLISION, INC.

REVIEWED AND APPROVED AS TO FORM AND CONTENT:

HARTMAN KING PC

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
JENNIFER HARTMAN KING  
Attorneys for Cooks Collision, Inc.

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EDWARD S. BERBERIAN, JR., District Attorney  
County of Marin, State of California

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
ANDRES H. PEREZ  
Deputy District Attorney

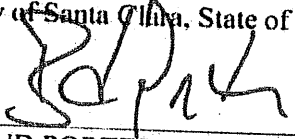
STEPHEN M. WAGSTAFFE, District Attorney  
County of San Mateo, State of California

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
JOHN E. WILSON  
Deputy District Attorney In Charge

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

DATED: 6/20/18

By:   
BUD PORTER  
Deputy District Attorney

FOR THE DEFENDANT:

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
RICK WOOD  
President  
COOKS COLLISION, INC.

REVIEWED AND APPROVED AS TO FORM AND CONTENT:

HARTMAN KING PC

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
JENNIFER HARTMAN KING  
Attorneys for Cooks Collision, Inc.

EDWARD S. BERBERIAN, JR., District Attorney  
County of Marin, State of California

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
ANDRES H. PEREZ  
Deputy District Attorney

STEPHEN M. WAGSTAFFE, District Attorney  
County of San Mateo, State of California

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
JOHN E. WILSON  
Deputy District Attorney In Charge

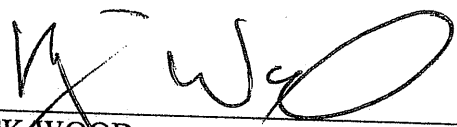
JEFFREY F. ROSEN, District Attorney  
County of Santa Clara, State of California

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
BUD PORTER  
Deputy District Attorney

FOR THE DEFENDANT:

DATED: 6-21-2018

By:   
RICK WOOD  
President  
COOKS COLLISION, INC.

REVIEWED AND APPROVED AS TO FORM AND CONTENT:

HARTMAN KING PC

DATED: 6-22-18

By:   
JENNIFER HARTMAN KING  
Attorneys for Cooks Collision, Inc.

1 **IT IS SO ORDERED.**

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4 DATED: \_\_\_\_\_

By: \_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT

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# **EXHIBIT A**

**Exhibit A  
COOKS COLLISION FACILITIES**

<b>FACILITY NAME</b>	<b>ADDRESS</b>	<b>COUNTY</b>	<b>CLOSED DATE (IF APPLICABLE)</b>
Redwood City	1104 Main St. Redwood City, CA 94063	San Mateo	
Walnut Creek - Pine St.	1414 Pine St. Walnut Creek, CA 94596	Contra Costa	
Sacramento - Lexington St.	2310 Lexington St. Sacramento, CA 95815	Sacramento	
Berkeley	2935 Claremont Ave. Berkeley, CA 94705	Alameda	
Dublin	6091 Dublin Blvd. Dublin, CA 94567	Alameda	
San Rafael	50 Medway Rd. San Rafael, CA 94901	Marin	
San Ramon	2700 Hooper Dr. San Ramon, CA 94583	Contra Costa	
Walnut Creek - Main St.	2659 North Main St. Walnut Creek, CA 94596	Contra Costa	
Roseville	2018 Taylor Rd. Roseville, CA 95678	Placer	
El Dorado Hills	4624 Post St. El Dorado Hills, CA 95762	El Dorado	
Tracy	2830 Auto Plaza Dr. #110 Tracy, CA 95304	San Joaquin	
San Leandro	2763 Teagarden St. San Leandro, CA 94577	Alameda	
Sacramento - Florin Rd.	5800 Florin Rd., Suite B Sacramento, CA 95823	Sacramento	
Vacaville	41 Union Way Vacaville, CA 95687	Solano	
Elk Grove - Iron Rock Way	10143 Iron Rock Way Elk Grove, CA 95624	Sacramento	
Concord	12060 Diamond Way Concord, CA 94520	Contra Costa	
Fairfield	1851 Woolner Ave. Fairfield, CA 94533	Solano	
Napa - Soscol Ave.	495 Soscol Ave. Napa, CA 94559	Napa	7/1/2014
Davis - Research Park Dr.	1665 Research Park Dr. Davis, CA 95618	Yolo	
Duarte	1718 Highland Ave. Duarte, CA 91010	Los Angeles	
Alhambra	1130 E. Main St. Alhambra, CA 91801	Los Angeles	4/1/2015

**Exhibit A  
COOKS COLLISION FACILITIES**

<b>FACILITY NAME</b>	<b>ADDRESS</b>	<b>COUNTY</b>	<b>CLOSED DATE (IF APPLICABLE)</b>
Canoga Park	7400 Deering Ave. Canoga Park, CA 91303	Los Angeles	
Riverside	3860 Buchanan St. Riverside, CA 92503	Riverside	
El Segundo	760 Lairport St. El Segundo, CA 90245	Los Angeles	
Westlake Village	31245 La Baya Dr. Westlake Village, CA 91362	Ventura	
Fremont	41041 Albrae St. Fremont, CA 94538	Alameda	
San Carlos	1800 Industrial Way Redwood City, CA 94063	San Mateo	
Sacramento - Fulton Ave.	2163 Fulton Ave. Sacramento, CA 95825	Sacramento	
Napa	906 Enterprise Way Napa, CA 94558	Napa	
Downtown Sacramento - 20th St.	1800 20th St. Sacramento, CA 95816	Sacramento	
Sacramento - Tower Ave.	2400 Tower Ave. Sacramento, CA 95825	Sacramento	
Elk Grove - Elkmont Way	9141 Elkmont Way Elk Grove, CA 95624	Sacramento	
Davis - Chiles Rd.	5041 Chiles Rd. Davis, CA 95618	Yolo	
Brentwood	600 Harvest Park Dr. Brentwood, CA 94513	Contra Costa	
Pasadena	1095 E. Colorado Blvd. Pasadena, CA 91106	Los Angeles	
Oakland - 11th St.	149 11th St. Oakland, CA 94607	Alameda	
Oakland - Martin Luther King Jr. Way	1900 Martin Luther King Jr. Way Oakland, CA 94162	Alameda	
Pleasanton	3295 Bernal Ave., Suite B Pleasanton, CA 94566	Alameda	
Santa Clara	3165 De La Cruz Blvd. Santa Clara, CA 95054	Santa Clara	
Citrus Heights	5851 Auburn Blvd. Sacramento, CA 95841	Sacramento	

# **EXHIBIT B-1**



**Exhibit B-1**  
**SUMMARY SCHEDULE OF PAYMENTS - CIVIL PENALTIES**

<b>Payment Date</b>	<b>Amount Due</b>
90 days From Date of Entry of Judgment	\$ 150,000.00
180 days From Date of Entry of Judgment	\$ 150,000.00
270 days From Date of Entry of Judgment	\$ 150,000.00
360 days From Date of Entry of Judgment	\$ 150,000.00
450 days From Date of Entry of Judgment	\$ 150,000.00
540 days From Date of Entry of Judgment	\$ 150,000.00
<b>Total Civil Penalties</b>	<b>\$900,000.00</b>

# **EXHIBIT B-2**

Exhibit B-2  
DISBURSEMENT OF CIVIL PENALTIES - DISTRICT ATTORNEY

	Disbursement Date From Date of Entry of Judgment										Total Civil Penalties (after final disbursement)	
	90 days	180 days	270 days	360 days	450 days	540 days						
District Attorney's Office	Civil Penalties - B&P \$17200 Penalties	Civil Penalties - B&P \$17200 Penalties	Civil Penalties - B&P \$17200 Penalties	Civil Penalties - B&P \$17200 Penalties	Civil Penalties - B&P \$17200 Penalties	Civil Penalties - B&P \$17200 Penalties	Civil Penalties - B&P \$17200 Penalties	Civil Penalties - B&P \$17200 Penalties	Civil Penalties - H&S \$25515 Penalties	Civil Penalties - H&S \$25189 Penalties		
Alameda County District Attorney's Office	\$9,767.90	\$4,949.73	\$13,914.42	\$20,310.85	\$18,107.10	\$3,321.48	\$27,535.67	\$6,750.00			\$104,657.15	
Contra Costa County District Attorney's Office*	\$9,767.85	\$4,949.74	\$13,914.42	\$20,310.85	\$18,107.15	\$3,321.42	\$24,285.72				\$94,657.15	
California District Attorneys Association - Statewide Circuit Prosecutor Project												
El Dorado County District Attorney's Office		\$2,717.30									\$2,717.30	
Los Angeles Co. County District Attorney's Office		\$2,717.30									\$2,717.30	
		\$5,434.61	\$13,914.42	\$7,824.04							\$27,173.07	
Marin County District Attorney's Office		\$5,434.61									\$5,434.61	
Napa County District Attorney's Office		\$5,434.61									\$5,434.61	
Placer County District Attorney's Office **	\$9,767.85	\$4,949.74	\$13,914.42	\$20,310.85	\$18,107.15	\$3,321.42	\$24,285.72				\$94,657.15	
Riverside County District Attorney's Office ***		\$5,434.61									\$5,434.61	

**Exhibit B-2  
DISBURSEMENT OF CIVIL PENALTIES - DISTRICT ATTORNEY**

District Attorney's Office	Disbursement Date From Date of Entry of Judgment							Total Civil Penalties (after final disbursement)
	90 days	180 days	270 days	360 days	450 days	540 days	Civil Penalties - H&S \$25189 Penalties	
Sacramento County District Attorney's Office ****	Civil Penalties - B&P \$17200 Penalties \$9,767.85	Civil Penalties - B&P \$17200 Penalties \$4,949.73	Civil Penalties - B&P \$17200 Penalties \$13,914.43	Civil Penalties - B&P \$17200 Penalties \$20,310.85	Civil Penalties - B&P \$17200 Penalties \$18,107.15	Civil Penalties - H&S \$25515 Penalties \$3,321.42	Civil Penalties - H&S \$25515 Penalties \$14,285.72	\$84,657.15
San Joaquin County District Attorney's Office ****	\$9,767.85	\$4,949.73	\$13,914.43	\$20,310.85	\$18,107.15	\$3,321.42	\$24,285.72	\$94,657.15
San Mateo County District Attorney's Office		\$5,434.61	\$5,434.62					\$10,869.23
Santa Clara County District Attorney's Office		\$5,434.61						\$5,434.61
Solano County District Attorney's Office *****	\$9,767.85	\$4,949.73	\$13,914.42	\$20,310.86	\$18,107.15	\$3,321.42	\$14,285.72	\$84,657.15
Ventura County District Attorney's Office		\$5,434.61						\$5,434.61
Yolo County District Attorney's Office	\$9,767.85	\$4,949.73	\$13,914.42	\$20,310.85	\$18,107.15	\$3,321.42	\$14,285.73	\$84,657.15
<b>Total</b>	<b>\$68,375.00</b>	<b>\$78,125.00</b>	<b>\$116,750.00</b>	<b>\$150,000.00</b>	<b>\$126,750.00</b>	<b>\$23,250.00</b>	<b>\$143,250.00</b>	<b>\$713,250.00</b>

\* Contra Costa: Court further orders that these proceeds are designated as non-supplanting funds to be used by the Contra Costa County District Attorney's Office for the investigation and prosecution of cases pursuant to Business and Professions Code Sections 17200 et seq.

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

Exhibit B-2

**DISBURSEMENT OF CIVIL PENALTIES - DISTRICT ATTORNEY**

\*\*\* RIVERSIDE: Business and Professions Code §17200: "Defendant" shall pay \$5434.61 to the Riverside County District Attorney's Office as civil penalties for violations of Business and Professions Code section 17200. Pursuant to Business and Professions Code section 17206(b), said sum will be paid in the form of a check made payable to the District Attorney, County of Riverside; sums to be distributed as follows: 100 percent will be deposited into the consumer protection prosecution account in the General Fund of Riverside County.

\*\*\*\* SACRAMENTO: The money paid to the Sacramento District Attorney as penalties pursuant to Business and Professions Code section 17206, shall be for the sole and exclusive use of the District Attorney to augment the enforcement of consumer and environmental protection laws and in no manner shall supplant or cause any reduction of any portion of the District Attorney's budget.

\*\*\*\*\* SAN JOAQUIN: B&P 17200 Penalties shall be paid to the "Treasurer of San Joaquin County". Penalties allocated to H&S 25515 shall be paid to the "San Joaquin Co. District Attorney's Office".

\*\*\*\*\* 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 B-3**

**Exhibit B-3  
DISBURSEMENT OF CIVIL PENALTIES - AGENCY**

Agency	Disbursement Date From Date of Entry of Judgment				Total Civil Penalties (after final disbursement)
	90 days	180 days	270 days		
	Civil Penalties - H&S §25515 Penalties	Civil Penalties - H&S §25515 Penalties	Civil Penalties - H&S §25515 Penalties	Civil Penalties - H&S §25189 Penalties	
Alameda Co. - Berkeley City Toxics Management Division		\$4,625.00			\$4,625.00
Alameda Co. - City of San Leandro Environmental Services		\$4,625.00			\$4,625.00
Alameda Co. - Alameda County Department of Environmental Health		\$7,125.00		\$6,750.00	\$13,875.00
Alameda Co. - Fremont City Fire Dept., Haz Mat Unit		\$4,625.00			\$4,625.00
Alameda Co. - Livermore/Pleasanton Fire Dept., Haz Mat Unit		\$4,625.00			\$4,625.00
Contra Costa Co. - Health Services Dept., Hazardous Materials Program		\$23,125.00			\$23,125.00
Department of Toxic Substances Control				\$13,500.00	\$13,500.00
El Dorado Co. - Environmental Mgmt. Dept.			\$1,000.00		\$1,000.00
Los Angeles Co. - Fire Health Hazmat			\$4,000.00		\$4,000.00
Los Angeles Co. - El Segundo City Fire			\$1,000.00		\$1,000.00
Marin Co. - Dept. of Public Works, Waste Mngt. Div.			\$1,000.00		\$1,000.00
Napa Co. - Dept. of Env. Mngt.			\$1,000.00		\$1,000.00
Placer Co. - Roseville City Fire Dept.		\$4,625.00			\$4,625.00
Riverside Co. - Dept. of Health, Hazardous Materials Division			\$1,000.00		\$1,000.00
Sacramento Co. - Environmental Mgmt. Dept.	\$57,000.00				\$57,000.00
San Joaquin Co. - Environmental Health Department	\$24,625.00				\$24,625.00
San Mateo Co. - Environmental Health Division			\$2,000.00		\$2,000.00
Santa Clara Co. - Santa Clara Fire Dept.			\$1,000.00		\$1,000.00
Solano Co. - Department of Resource Management		\$9,250.00			\$9,250.00
Ventura Co. - Environmental Health Division			\$1,000.00		\$1,000.00
Yolo Co. - Environmental Health		\$9,250.00			\$9,250.00
<b>Total</b>	<b>\$81,625.00</b>	<b>\$71,875.00</b>	<b>\$13,000.00</b>	<b>\$20,250.00</b>	<b>\$186,750.00</b>

# EXHIBIT C



**Exhibit C**  
**SUPPLEMENTAL ENVIRONMENTAL PROJECT**

**Chico State Research Project**

COOKS COLLISION will fund a research project (the "Project") at California State University, Chico ("Chico State") that is focused on identifying a means for recycling by-products produced during the vehicle repair process (i.e., converting the waste byproduct into a useful product). The Project will also evaluate the viability of plant-based or biodegradable alternatives to conventional petroleum-based paint strippers and solvents.

The money allocated for this Project, \$150,000.00, will be distributed to, and managed by, the California State University Research Foundation. The Project will be managed by Dr. Joseph P. Greene, Department Chair and Professor, Chico State Department of Mechanical and Mechatronic Engineering and Sustainable Manufacturing. Dr. Greene will serve as the Project's manager and point of contact. Dr. Randy M. Miller, Department Chair and Professor, Chico State Department of Physical/Analytical Chemistry, Dr. Nathan Anderson, Assistant Professor of Sustainable Manufacturing, and Dr. Lisa Ott, Assistant Professor of Analytical Chemistry, will also participate in managing and implementing the Project with Dr. Greene.

The Project will involve research projects undertaken by at least one faculty member and one or more students/research assistants at Chico State. The auto body-related products and waste streams that will be the subject of these research projects include:

1. Sand paper;
2. Sanding dust;
3. Paint and paint-related materials (paint, sealers, hardeners, and clear coats);
4. Seam sealers; and
5. Chemical paint strippers and solvents.

Each research project will include the following:

- A. A description of the problem statement pertaining to the materials being researched (e.g., sand paper may be contaminated with zinc).

B. The stated goal(s) of the research project. Generally, the goals of each research project will be to:

- i. Identify the components of the waste stream, including hazardous contaminants, through chemical and physical testing.
- ii. Develop a method and/or prototype device to separate the waste stream into its component parts.
- iii. Identify a means of recycling the non-hazardous byproducts of the waste stream by using the materials as a substitute ingredient in a useful product.
- iv. Specific to chemical paint strippers and solvents, the stated goals of the project will be to: a) identify, measure and compare the properties of plant-based/biodegradable alternatives to petroleum-based paint strippers and solvents; and b) evaluate the sustainability of switching to plant-based paint strippers and solvents in terms of, among other things, pollution and hazardous waste reduction.

C. A final report. The team will summarize the research methodology, results, and conclusions from the project.

In addition to the above research project-specific reports, an annual report will be prepared summarizing the results and conclusions of the research undertaken on the above-referenced subject areas for the preceding calendar year, and describing how the Project's funds were used. This annual report shall be provided to the Plaintiff's representatives identified in the Stipulation for Entry of Final Judgment and Permanent Injunction by December 1 of each calendar year until all funds have been exhausted.

Within thirty (30) days of completion, the final report referenced in section C shall be provided to the Plaintiff's representatives identified in the Stipulation for Entry of Final Judgment and Permanent Injunction. This final report shall also be shared with the California Environmental Protection Agency ("CalEPA") and the Department of Toxic Substances Control ("DTSC") for possible public dissemination by those agencies. The final report shall also be made available to the public on Cooks Collision's and Chico State's websites.

# **EXHIBIT D-1**

**Exhibit D-1  
DISBURSEMENT OF COSTS - DISTRICT ATTORNEY**

<b>DISTRICT ATTORNEY'S OFFICE</b>	<b>COSTS</b>
Alameda County District Attorney's Office	\$45,329.29
Contra Costa County District Attorney's Office	\$44,129.29
California District Attorneys Association - Statewide Circuit Prosecutor Project	\$600.00
Los Angeles Co. County District Attorney's Office	\$600.00
Marin County District Attorney's Office	\$600.00
Napa County District Attorney's Office	\$600.00
Placer County District Attorney's Office *	\$44,429.28
Riverside County District Attorney's Office **	\$600.00
Sacramento County District Attorney's Office ***	\$43,229.28
San Joaquin County District Attorney's Office	\$44,429.28
San Mateo County District Attorney's Office	\$600.00
Santa Clara County District Attorney's Office	\$600.00
Solano County District Attorney's Office	\$43,229.29
Ventura County District Attorney's Office	\$600.00
Yolo County District Attorney's Office	\$43,229.29
<b>Total</b>	<b>\$312,805.00</b>

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

\*\* RIVERSIDE: "Defendant" shall pay \$600.00 as costs to the Riverside County District Attorney's Office. Said sum will be disbursed by the Payment Administrator and paid in the form of a check made payable to the District Attorney, County of Riverside.

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

# **EXHIBIT D-2**

**Exhibit D-2**  
**DISBURSEMENT OF COSTS - AGENCY**

<b>Agency</b>	<b>Total Costs to Agency</b>
Alameda Co. - Berkeley City Toxics Management Division	\$180.00
Alameda Co. - City of San Leandro Environmental Services	\$180.00
Alameda Co. - Alameda County Department of Environmental Health	\$180.00
Alameda Co. - Fremont City Fire Dept., Haz Mat Unit	\$180.00
Alameda Co. - Livermore/Pleasanton Fire Dept., Haz Mat Unit	\$180.00
Contra Costa Co. - Health Services Dept., Hazardous Materials Program	\$150.00
Sacramento Co. - Environmental Mgmt. Dept.	\$3,000.00
San Joaquin Co. - Environmental Health Department	\$8,145.00
<b>Total</b>	<b>\$12,195.00</b>

# EXHIBIT E

**Exhibit E  
NOTICES**

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