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CALIFORNIA DEPARTMENT OF TOXIC
9 SUBSTANCES CONTROL

EXEMPT FROM FILING FEES
GOVERNMENT CODE § 6103

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 COUNTY OF SACRAMENTO

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14 **PEOPLE OF THE STATE OF**
15 **CALIFORNIA, ex rel. Barbara A. Lee,**
16 **Director of the CALIFORNIA**
DEPARTMENT OF TOXIC
SUBSTANCES CONTROL,
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20 **FEDEX GROUND PACKAGE SYSTEM,**
21 **INC., a Delaware Corporation; and DOES 1**
22 **through 50, inclusive,**
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Plaintiff,

v.

Defendants.

Case No. 34-2014-00165454-CU-TT-GDS

**STIPULATION FOR ENTRY OF FINAL
JUDGMENT AND ORDER ON
CONSENT**

(Code of Civ. Proc., § 664.6)

1 Plaintiff, the People of the State of California, ex rel. Barbara A. Lee, Director of the
2 California Department of Toxic Substances Control (“DTSC”), and Defendant FedEx Ground
3 Package System, Inc. (“FedEx Ground”) (together the “Parties”), enter into this Stipulation for
4 Entry of Judgment and Final Order on Consent (“Stipulation”) and stipulate as follows:

5 **1. INTRODUCTION**

6 **A. DTSC’s State Court Enforcement Action**

7 On June 25, 2014, DTSC filed in this Court its Complaint for Permanent Injunction, Civil
8 Penalties and Other Equitable Relief (“Complaint”) under the California Hazardous Waste
9 Control Law (“HWCL”) (Health & Saf. Code, § 25100 et seq.) and its implementing regulations
10 (Cal. Code Regs., tit. 22, § 66260.1, et seq.) against FedEx Ground (“DTSC state court
11 enforcement action”).

12 DTSC alleged in its Complaint that FedEx Ground is a Delaware corporation that does
13 business as a motor carrier in the state of California. FedEx Ground owns and/or operates three
14 (3) hub facilities (“Hub” or “Hubs”) – located one each in Sacramento, Los Angeles, and San
15 Bernardino Counties – and a number of terminal facilities (“Terminal” or “Terminals”)
16 (collectively, “California Facilities”), located throughout California. DTSC’s Complaint alleged
17 that FedEx Ground collects, transports, and delivers packages to homes and businesses across
18 California and that packages arrive at a Hub and are then processed and routed to the appropriate
19 Terminal for delivery to their designated recipient. DTSC’s Complaint further alleged that from
20 the Terminals, packages are delivered by FedEx Ground to the home or business of the
21 designated recipient of the package.

22 DTSC investigated FedEx Ground’s procedures and practices for handling defective,
23 broken, damaged, or leaking packages containing hazardous materials (“damaged hazardous
24 materials packages”) discovered at its Terminals. DTSC concluded that such practices were not
25 in compliance with various requirements of the HWCL and its implementing regulations
26 pertaining to the generation, handling, treatment, storage, and transportation of hazardous waste.
27 DTSC’s Complaint alleged eleven (11) separate causes of action against FedEx Ground based on
28 violations of the HWCL and its implementing regulations.

1 **B. Federal Litigation Initiated by FedEx Ground**

2 On April 26, 2014, FedEx Ground filed a complaint for declaratory relief in the United
3 States District Court for the Eastern District of California, Sacramento Division (“District
4 Court”), against DTSC and four California District Attorneys. (*FedEx Ground Package System,
5 Inc. v. Deborah O. Raphael, et al.*, Case No. 2:14-CV-01038-TLN-EFB.) FedEx Ground sought
6 declaratory relief that the HWCL and its implementing regulations, as interpreted by the named
7 defendants, were preempted by federal law. On January 21, 2015, the District Court issued an
8 order abstaining from the matter and dismissing the case. FedEx Ground filed an appeal of the
9 District Court’s abstention order with the United States Court of Appeals for the Ninth Circuit
10 (“Ninth Circuit”) on February 26, 2015. (*FedEx Ground Package System, Inc. v. Miriam
11 Barcellona Ingenito, et al.*, Case No. 15-15350 (collectively with the district court action, “federal
12 court action and appeal”).)

13 The Parties participated in the Ninth Circuit’s mediation program and negotiated a
14 settlement of the DTSC state court enforcement action and the federal court action and appeal.

15 **2. AGREEMENT TO SETTLE DISPUTE**

16 The Parties enter into this Stipulation pursuant to a compromise and settlement of disputed
17 claims and mutually consent to the entry by this Court of the agreed upon Final Judgment and
18 Order on Consent (“Final Judgment”), which is the form attached as Exhibit 1. The Parties are
19 each represented by counsel. The Office of the Attorney General represents DTSC, and Geoffrey
20 H. Yost of O’Melveny & Myers LLP represents FedEx Ground. This Stipulation and the Final
21 Judgment were negotiated in good faith and at arms’ length by the Parties to avoid expensive and
22 protracted litigation regarding the alleged violations of the HWCL and to further the public
23 interest.

24 **3. DEFINITIONS**

25 Except where otherwise expressly defined in this Stipulation, all terms shall be interpreted
26 consistent with the HWCL and its implementing regulations.

27 “California Facilities” means those FedEx Ground Terminals and Hubs located in
28 California and listed in Exhibit 2, attached hereto and incorporated herein by reference, as well as

1 any FedEx Ground Terminal, Hub, or station, or any other FedEx Ground facility by any other
2 name, that serve the same functions as a Terminal or Hub, that FedEx Ground may open in
3 California after the entry of Final Judgment in addition to the FedEx Ground facilities listed in
4 Exhibit 2.

5 “California Uniform Hazardous Waste Manifest” shall have the meaning set forth in
6 Health and Safety Code section 25160, subdivision (a), and California Code of Regulations, title
7 22, section 66260.10.

8 “Effective Date” is the date the Final Judgment is entered by the Court.

9 “Hazardous Waste Facility Permit” shall have the meaning set forth in California Code of
10 Regulations, title 22, section 66260.10.

11 “Identification Number” shall have the meaning set forth in California Code of
12 Regulations, title 22, section 66260.10.

13 **4. JURISDICTION AND VENUE**

14 The Parties agree and hereby stipulate that for purposes of this Stipulation, this Court has
15 subject matter jurisdiction over the matters alleged in the Complaint and personal jurisdiction
16 over FedEx Ground, and that venue in this Court is proper under Health and Safety Code section
17 25183.

18 **5. WAIVER OF HEARING AND TRIAL AND ENTRY OF JUDGMENT**

19 By signing and entering into this Stipulation, FedEx Ground waives its right to a hearing
20 and a trial in this Court on the matters alleged in the Complaint. FedEx Ground further agrees to
21 dismiss with prejudice the federal court action and appeal, within ten (10) business days of the
22 Effective Date, in the form set forth in Exhibit 3.

23 **6. APPLICABILITY**

24 Unless otherwise expressly provided herein, the provisions of this Stipulation and the
25 Final Judgment entered by this Court shall apply to and be binding on FedEx Ground and its
26 agents, servants, employees, representatives, successors, and all persons, as that term is defined in
27 Health and Safety Code section 25118, acting in concert or participating with FedEx Ground, and
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1 on DTSC and any successor agency that may have responsibility for, and jurisdiction over, the
2 subject matter of the Final Judgment entered in this matter.

3 **7. SETTLEMENT**

4 The Parties enter into this Stipulation as a compromise and settlement of disputed claims
5 for the purpose of avoiding prolonged and complicated litigation and in furtherance of the public
6 interest. The Parties agree that there has been no adjudication of any fact or law. FedEx Ground
7 does not admit any fact, liability, or violation of law.

8 **8. MATTERS COVERED**

9 Except as otherwise provided in this Stipulation, this Stipulation is a full, final, and
10 binding resolution and settlement of "Covered Matters" only, which are defined as all claims,
11 violations, or causes of action alleged in the Complaint by DTSC, or that could have been alleged
12 in the Complaint by DTSC based on facts known to DTSC on the date the Complaint was filed,
13 and that arose within the time frame alleged in the Complaint. Any claim, violation, or cause of
14 action that is not within Covered Matters is a Reserved Claim. Covered Matters do not include
15 any claims under the Comprehensive Environmental Response, Compensation, and Liability Act
16 (42 U.S.C., § 9601, et seq.) or any claims under the California Hazardous Substances Account
17 Act (Health & Safety Code, § 25300, et seq.). Other than the Covered Matters, DTSC represents
18 that it does not know of other violations of the HWCL or its implementing regulations between
19 the time of the filing of the Complaint and the filing of this Stipulation that it could assert against
20 FedEx Ground.

21 Except as expressly provided in this Stipulation, nothing in this Stipulation or in the Final
22 Judgment entered by this Court is intended nor shall it be construed to preclude DTSC, or any
23 federal, state, or local agency, department, board, or entity, from exercising its authority or rights
24 under any federal, state, or local law, statute, or regulation, nor shall it limit the liability of FedEx
25 Ground for violations stemming from its operations in California. In any subsequent action that
26 may be brought by DTSC based on any claim, violation, or cause of action not covered by this
27 Stipulation, including, but not limited to, any claims under the Comprehensive Environmental
28 Response, Compensation, and Liability Act (42 U.S.C., § 9601, et seq.) and the California

1 Hazardous Substances Account Act (Health & Saf. Code, § 25300, et seq.), FedEx Ground agrees
2 that it will not assert that failing to pursue such claim, violation, or cause of action as part of this
3 action constitutes claim-splitting.

4 This Stipulation also fully and finally resolves the federal court action and appeal
5 referenced in Section 1.B. on the terms provided for in Section 5.

6 **9. INJUNCTIVE PROVISIONS**

7 Pursuant to the provisions of Health and Safety Code sections 25181 and 25184, FedEx
8 Ground shall comply with all applicable requirements of the HWCL and its implementing
9 regulations in its operations in California. Such compliance includes, but is not limited to, the
10 following:

11 a. FedEx Ground shall make a hazardous waste determination when a damaged
12 hazardous materials package is initially discovered at any of the California Facilities, as required
13 by California Code of Regulations, title 22, section 66262.11.

14 b. FedEx Ground shall obtain a state or federal hazardous waste generator
15 Identification Number, as appropriate, for each of the California Facilities, as required by
16 California Code of Regulations, title 22, section 66262.12, subdivision (a).

17 c. FedEx Ground shall properly label and mark each container of 119 gallons or less
18 of hazardous waste before transporting or offering to transport such container(s) to or from any of
19 the California Facilities, as required by California Code of Regulations, title 22, section 66262.31
20 and 66262.32.

21 d. FedEx Ground shall prepare and complete a California Uniform Hazardous Waste
22 Manifest prior to the time that hazardous waste is transported or offered for transportation to or
23 from any of the California Facilities, as required by Health and Safety Code section 25160 and
24 California Code of Regulations, title 22, section 66262.20.

25 e. FedEx Ground shall not transport, nor cause the transportation of, hazardous waste
26 to any locations that do not have a valid Hazardous Waste Facility Permit or are otherwise
27 authorized by DTSC to receive the hazardous waste, as required by Health and Safety Code
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1 section 25201, subdivision (a), and California Code of Regulations, title 22, section 66263.23,
2 subdivision (b).

3 f. FedEx Ground shall not transport, nor cause the transportation of, hazardous waste
4 unless the person transporting the hazardous waste holds a valid registration issued by DTSC, as
5 required by Health and Safety Code section 25163, subdivision (a) and California Code of
6 Regulations, title 22, section 66263.10, et seq.

7 g. FedEx Ground shall treat, store, or cause treatment or storage of hazardous waste
8 only at points authorized under the HWCL, as required by Health and Safety Code sections
9 25189, subdivision (e) and 25189.2, subdivision (b).

10 Consistent with this Stipulation, the HWCL, and federal law, FedEx Ground may use
11 salvage drums to move damaged or leaking hazardous materials packages when such movement
12 is conducted: (1) to comply with FedEx Ground's contract with the shipper; (2) as part of the
13 forwarding of those packages to their original, intended destination or returning them to the
14 shipper in accordance with the instructions of the shipper; and (3) pursuant to, and in compliance
15 with, 49 C.F.R. section 177.854(c)(2).

16 **10. MONETARY SETTLEMENT REQUIREMENTS**

17 FedEx Ground agrees to pay to DTSC three million, three hundred and fifty-seven
18 thousand, nine hundred and seventy-five dollars and zero cents (\$3,357,975.00) in penalties
19 ("Penalties"), pursuant to Health and Safety Code section 25189.2, subsection (b), for the
20 violations of the HWCL alleged in the Complaint. The Penalties shall be paid to DTSC within
21 thirty (30) days of the date of the Effective Date. The Penalties shall be paid by cashier's check,
22 made payable to the "California Department of Toxic Substances Control" and bearing the
23 notation "FedEx Ground Package System, Inc.," and sent to:

24 Cashier
25 Accounting Office, MS-21 A
26 Department of Toxic Substances Control
27 P.O. Box 806
28 Sacramento, California 95812-0806

27 An electronic (i.e., Adobe PDF) copy or paper photocopy of each cashier's check shall be
28 sent, at the same time, to those persons identified in Paragraph 12.

1 FedEx Ground may instead pay the Penalties by Electronic Fund Transfer (“EFT”). If
2 FedEx Ground wishes to make the payment in such manner, it shall contact the DTSC
3 Accounting Office at (916) 327-8514 or accounting@dtsc.ca.gov for the pertinent information to
4 effectuate the EFT payment in a timely manner.

5 **11. ENFORCEMENT**

6 DTSC has the right to enforce this Stipulation and the Final Judgment as provided herein
7 and pursuant to applicable law. Before pursuing any action relating to the terms of the Final
8 Judgment, the Parties shall meet and confer in a good faith attempt to resolve the issue(s) without
9 judicial intervention. To ensure that the meet and confer process is as productive as possible, the
10 Parties will identify, at least five (5) business days in advance of the meet and confer, as
11 specifically as the available information allows, the grounds for any motion relating to the Final
12 Judgment, and the specific relief, if any, sought by the Parties. This “meet and confer” procedure
13 shall not apply to any emergency relief that DTSC may seek, in its sole discretion, or to any
14 separate enforcement action. The Parties reserve all rights to oppose any motion brought by the
15 other Party pursuant to the Final Judgment. Nothing in the forgoing is intended to, nor shall be
16 construed to, restrict DTSC’s authority to pursue a new action not regarding Covered Matters
17 under the HWCL and to seek injunctive relief and penalties in such an action.

18 Notwithstanding the foregoing, except for Covered Matters, nothing herein is intended or
19 to be construed as limiting or precluding DTSC from seeking injunctive relief or penalties against
20 FedEx Ground for violating the terms of the Stipulation or Final Judgment, or from initiating an
21 enforcement action against FedEx Ground other than for Covered Matters.

22 At any time after the Final Judgment has been in effect for five (5) years, FedEx Ground
23 has paid all amounts due hereunder, and FedEx Ground is in compliance with all terms of the
24 Final Judgment, FedEx Ground may, with notice to DTSC, file a motion requesting that the
25 Court, in its discretion, order that the permanent injunctive provisions of Paragraph 9 be modified
26 or abrogated based on FedEx Ground’s demonstrated history of compliance with the Final
27 Judgment. Within thirty (30) days of the filing of FedEx Ground’s motion, DTSC may take no
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1 action, file a statement of non-opposition, or file an opposition. Within fifteen (15) days of any
2 filing by DTSC, FedEx Ground may file a reply.

3 **12. NOTICES**

4 All submissions and notices required under this Stipulation and the Final Judgment shall
5 be in writing and shall be sent to:

6 For DTSC:

7 Keith Kihara, Chief
8 Enforcement and Emergency Response Division
9 Hazardous Waste Management Program, MS-11A
10 California Department of Toxic Substances Control
11 P.O. Box 806
12 Sacramento, California 95812-0806
13 Keith.Kihara@dtsc.ca.gov

14 Richard Driscoll, Senior Staff Counsel
15 Office of Legal Counsel, MS-23A
16 Department of Toxic Substances Control
17 P.O. Box 806
18 Sacramento, California 95812-0806
19 Richard.Driscoll@dtsc.ca.gov

20 Dennis L. Beck, Jr.
21 Deputy Attorney General
22 Office of the Attorney General
23 1300 I Street, Suite 125
24 P.O. Box 944244
25 Sacramento, CA 94244-2550
26 Dennis.Beck@doj.ca.gov

27 For Fed Ex Ground:

28 Cary S. Blancett
FedEx Ground
1000 FedEx Drive
Moon Township, PA 15108
cary.blancett@FedEx.com

with copies to:

Jason W. Norris
FedEx Ground
1000 FedEx Drive
Moon Township, PA 15108
jason.norris@FedEx.com

1 General Counsel
2 FedEx Ground
3 1000 FedEx Drive
4 Moon Township, PA 15108

5 The Parties may change their designated representatives for notice by informing the other
6 Party in writing of the change. However, no change is effective until the notice has been received
7 by the receiving Party. All notices and other communications required or permitted under this
8 Stipulation that are properly addressed as provided in this paragraph are effective upon delivery if
9 delivered personally or by overnight mail, or are effective five (5) calendar days following
10 deposit in the U.S. Mail, postage prepaid, if delivered by the U.S. Postal Service.

11 **13. NO WAIVER OF RIGHT TO ENFORCE**

12 The failure of DTSC to enforce any provision of this Stipulation or the Final Judgment
13 shall neither be deemed a waiver of such provision, nor in any way affect the validity of this
14 Stipulation, the Final Judgment entered by this Court, or DTSC's enforcement authority. The
15 failure of DTSC to enforce any such provision of this Stipulation or the Final Judgment shall not
16 preclude it from later enforcing the same or other provisions. No oral advice, guidance,
17 suggestions, or comments by employees or officials of DTSC or FedEx Ground, or people or
18 entities acting on behalf of FedEx Ground, regarding matters covered in this Stipulation or the
19 Final Judgment entered by this Court, shall be construed to relieve FedEx Ground of its
20 obligations under this Stipulation or the Final Judgment.

21 **14. EFFECT OF STIPULATION AND FINAL JUDGMENT**

22 Except as expressly provided in this Stipulation or the Final Judgment, nothing herein is
23 intended nor shall be construed to preclude DTSC, or any state, county, or local agency,
24 department, board, or entity from exercising its authority under any law, statute, or regulation.
25 Except as expressly provided in this Stipulation or the Final Judgment, FedEx Ground retains all
26 of its defenses to the exercise of the aforementioned authority.

27 **15. NO LIABILITY OF DTSC**

28 DTSC shall not be liable for any injury or damage to persons or property resulting from
acts or omissions by FedEx Ground or its agents, servants, employees, representatives, or other

1 persons acting in concert or participating with FedEx Ground, in carrying out activities pursuant
2 to this Stipulation or the Final Judgment entered by the Court in this matter, nor shall DTSC be
3 held as a party to or guarantor of any contract entered into by FedEx Ground or its agents,
4 servants, employees, representatives, or other persons acting in concert or participating with
5 FedEx Ground, in carrying out the requirements of this Stipulation or the Final Judgment entered
6 by the Court in this matter.

7 **16. FUTURE REGULATORY CHANGES**

8 Nothing in this Stipulation or the Final Judgment entered by the Court in this matter shall
9 excuse FedEx Ground from meeting any more stringent requirements that may be imposed by
10 applicable law or by changes in the applicable law. To the extent future statutory and regulatory
11 changes make FedEx Ground's obligations less stringent than those provided for in this
12 Stipulation or the Final Judgment entered by the Court in this matter, FedEx Ground may seek to
13 amend the Stipulation and Final Judgment under paragraph 20 of this Stipulation.

14 **17. INTEGRATION**

15 This Stipulation constitutes the entire agreement between the Parties and may not be
16 amended or supplemented except as provided for in this Stipulation. No oral representations have
17 been made or relied on other than as expressly set forth herein.

18 **18. RETENTION OF JURISDICTION**

19 The Parties agree that the Court has continuing jurisdiction to interpret and enforce the
20 provisions of this Stipulation and the Final Judgment thereon.

21 **19. EQUAL AUTHORSHIP**

22 This Stipulation shall be deemed to have been drafted equally by the Parties hereto. The
23 Parties agree that the rule of construction holding that ambiguity is construed against the drafting
24 Party shall not apply to the interpretation of this Stipulation.

25 **20. AMENDMENTS TO THIS STIPULATION AND THE FINAL JUDGMENT**

26 This Stipulation and the Final Judgment may be amended only pursuant to a written
27 agreement signed by all the Parties, followed by written approval by the Court, or by order of the
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1 Court upon motion filed with not less than twenty-eight (28) days notice and in accordance with
2 applicable law.

3 **21. AUTHORITY TO ENTER STIPULATION**

4 Each signatory to this Stipulation certifies that he or she is fully authorized by the Party he
5 or she represents to enter into this Stipulation, to execute it on behalf of the Party represented, and
6 to legally bind that Party.

7 **22. COUNTERPARTS**

8 This Stipulation may be executed in several counterpart originals, all of which taken
9 together shall constitute an integrated document.

10 **23. ENTRY OF FINAL JUDGMENT PURSUANT TO STIPULATION**

11 The Parties further stipulate that upon the filing of this Stipulation, the Court may enter
12 Final Judgment in this matter in the form set forth in the attached Exhibit 1. If the Court does not
13 enter the agreed upon Final Judgment in the form and substance proposed in Exhibit 1 hereto,
14 each Party reserves the right to withdraw both the Stipulation and the proposed Final Judgment,
15 upon written notice to all Parties and the Court.

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17 **IT IS SO STIPULATED.**

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Dated: June 1, 2016

FOR THE CALIFORNIA DEPARTMENT OF
TOXIC SUBSTANCES CONTROL

original signed by Keith Kihara

~~KEITH KIHARA~~
Chief, Enforcement and
Emergency Response Division
Hazardous Waste Management Program
Department of Toxic Substances Control

Dated: _____, 2016

FOR FEDEX GROUND PACKAGE SYSTEM, INC.

CARY BLANCETT
SENIOR VICE PRESIDENT, GENERAL COUNSEL

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Dated: _____, 2016

FOR THE CALIFORNIA DEPARTMENT OF
TOXIC SUBSTANCES CONTROL

KEITH KIHARA
Chief, Enforcement and
Emergency Response Division
Hazardous Waste Management Program
Department of Toxic Substances Control

Dated: June 2, 2016

FOR FEDEX GROUND PACKAGE SYSTEM, INC.

original signed by Cary Blancett

CARY BLANCETT
SENIOR VICE PRESIDENT, GENERAL COUNSEL

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APPROVED AS TO FORM.

Dated: June 1, 2016

KAMALA D. HARRIS
Attorney General of California
MARGARITA PADILLA

original signed by Dennis Beck

DENNIS L. BECK, JR.
Deputy Attorney General
*Attorneys for Plaintiff People of the State of
California, ex rel. Department of Toxic
Substances Control*

Dated: _____, 2016

O'MELVENY & MYERS LLP

GEOFFREY H. YOST
*Attorney for Defendant FedEx Ground
Package System, Inc.*

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APPROVED AS TO FORM.

Dated: _____, 2016

KAMALA D. HARRIS
Attorney General of California
MARGARITA PADILLA
Supervising Deputy Attorney General

DENNIS L. BECK, JR.
Deputy Attorney General
*Attorneys for Plaintiff People of the State of
California, ex rel. Department of Toxic
Substances Control*

Dated: June 2, 2016

O'MELVENY, & MYERS LLP

original signed by Geoffrey Yost

~~GEOFFREY H. YOST~~
*Attorney for Defendant FedEx Ground
Package System, Inc.*

Exhibit 1

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*Attorneys for Plaintiff People of the State of
California, ex rel. Barbara A. Lee, Director,
CALIFORNIA DEPARTMENT OF TOXIC
SUBSTANCES CONTROL*

*EXEMPT FROM FILING FEES
GOVERNMENT CODE § 6103*

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

**PEOPLE OF THE STATE OF
CALIFORNIA, ex rel. Barbara A. Lee,
Director of the CALIFORNIA
DEPARTMENT OF TOXIC
SUBSTANCES CONTROL,**

Plaintiff,

v.

**FEDEX GROUND PACKAGE SYSTEM,
INC., a Delaware Corporation; and DOES 1
through 50, inclusive,**

Defendants.

Case No. 34-2014-00165454-CU-TT-GDS

**[PROPOSED] FINAL JUDGMENT AND
ORDER ON CONSENT**

1 Having reviewed the Stipulation for Entry of Final Judgment and Order on Consent
2 executed by the Plaintiff, People of the State of California, ex rel. Barbara A. Lee, Director of the
3 California Department of Toxic Substances Control and the Defendant, FedEx Ground Package
4 System, Inc., and good cause appearing herein, the Court enters the Final Judgment and Order on
5 Consent filed herewith.

6 **IT IS SO ORDERED.**

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8 Dated: _____

Hon. Judge of the Superior Court

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Exhibit 2

Exhibit 2

Terminal	Terminal Name	Address 1	Address 2	City	State	Zip
900/901	LOS ANGELES	2600 E. 28TH STREET		LOS ANGELES	CA	90058-0000
905/907/3905	CARSON/Catalina Island	1725 CHARLES WILLARD STREET		CARSON	CA	90746-0000
906/3906	EAST SANTA FE SPRINGS	11688 Greenstone Avenue		SANTA FE SPRINGS	CA	90670
915	BURBANK	12500 Branford Street		Pacoima	CA	91331
917/918	INDUSTRY/INDUSTRY LOCAL	200 OLD RANCH ROAD		CITY OF INDUSTRY	CA	91789-0000
920/3920	OTAY MESA	10132 Airway Road		SAN DIEGO	CA	92154-0000
921	SAN DIEGO	9999 OLSON DRIVE	SUITE 100	SAN DIEGO	CA	92121-0000
922/9322	PALM SPRINGS	411 West Garnet Ave		NORTH PALM SPRINGS	CA	92258
925\3925	WEST RIALTO	11600 Cactus Ave		BLOOMINGTON	CA	92316-0000
928	ANAHEIM	590 E ORANGE THORPE AVENUE		ANAHEIM	CA	92801-0000
930/3931	VENTURA	5198 COLT STREET		VENTURA	CA	93003-0000
932	BISHOP	375 AIRPORT ROAD		BISHOP	CA	93514-0000
933/3933	BAKERSFIELD	3300 Enterprise Street		Shafter	CA	93263
934/3934	SANTA MARIA	1310 WEST MCCOY LANE		SANTA MARIA	CA	93455-0000
935/3935	LANCASTER	385 GRAND CYPRESS AVENUE		PALMDALE	CA	93551-0000
937/3937	FRESNO	3151 S. East Ave		FRESNO	CA	93725-0000
939/3939	SALINAS	165 TECHNOLOGY DRIVE		WATSONVILLE	CA	95076-0000
941/3941	SAN FRANCISCO	1070 San Mateo Ave		SOUTH SAN FRANCISCO	CA	94080-0000
942/958	SACRAMENTO/SACRAMENTO LOCAL	8200 ELDER CREEK ROAD		SACRAMENTO	CA	95824-0000
943/3943	FREMONT	8333 CENTRAL AVENUE		NEWARK	CA	94560-0000
945/3945	FAIRFIELD	5191 FERMI DRIVE		FAIRFIELD	CA	94534-0000
946	OAKLAND	1400 BUSINESS CENTER DRIVE		SAN LEANDRO	CA	94577-0000
949	UKIAH	1-B CAROUSEL LANE		UKIAH	CA	95482-0000
951/3951	SAN JOSE	696 E. TRIMBLE ROAD		SAN JOSE	CA	95131-0000
952/3952	STOCKTON	4730 FITE COURT		STOCKTON	CA	95215-0000
954/3954	SANTA ROSA	500 CALETTI AVENUE		WINDSOR	CA	95492-0000
955	EUREKA	1385 8TH STREET		ARCATA	CA	95521-0000
956/3956	ROSEVILLE	8501 Foothills BLVD		ROSEVILLE	CA	95747
959/3959	CHICO	1000 CAL OAK ROAD		OROVILLE	CA	95965-0000
960/3961	REDDING	1497 GEORGE DRIVE		REDDING	CA	96003-0000
3901	Los Angeles-HD	5391 Rickenbacker Road		Bell	CA	90201
3918	Pomona-HD	16720 Chestnut Street, Unit E		City of Industry	CA	91745
3921	San Diego-HD	8515 Miramar Place		San Diego	CA	92121
3928	Anaheim-HD	458 East Lambert Road		Fullerton	CA	92835
3942	Sacramento-HD	8371 Rovana Circle	Suite 100	Sacramento	CA	95828
3946	Oakland-HD	1934 Fairway Drive		San Leandro	CA	94577
5929	COCA	16142 Fern Avenue		Chino	CA	91752
5902	LACA	5560 Ferguson Drive		Commerce	CA	90022
5958	SACA	8371 Rovana Circle, Suite 300				

Exhibit 3

UNITED STATES COURT OF APPEALS

FOR THE NINTH CIRCUIT

FEDEX GROUND PACKAGE
SYSTEM, INC.

Plaintiff - Appellant,

v.

MIRIAM BARCELLONA INGENITO,
in her Official Capacity as Director of
the California Department of Toxic
Substances Control

Defendant - Appellee.

9th Cir. No. 15-15350

STIPULATED MOTION TO
VOLUNTARILY DISMISS
APPEAL

Pursuant to Federal Rule of Appellate Procedure 42(b), all remaining parties hereby move the Court for an order dismissing the above-captioned appeal.

Pursuant to Plaintiff - Appellant's August 19, 2015 letter to the Clerk of Court, the following original Defendants - Appellees are no longer parties:

- Jackie Lacey, in her Official Capacity as the District Attorney for the County of Los Angeles;
- Bonnie M. Dumanis, in her Official Capacity as the District Attorney for the County of San Diego;
- Ann Marie Schubert, in her Official Capacity as the District Attorney for the County of Sacramento; and
- Michael Ramos, in his Official Capacity as the District Attorney for the County of San Bernardino.

The parties have agreed that each side shall bear its own costs and fees on appeal.

Dated: _____

Attorney for Appellant FEDEX
GROUND PACKAGE SYSTEM,
INC.

Attorney for Appellee MIRIAM
BARCELLONA INGENITO, in her
Official Capacity as Director of the
California Department of Toxic
Substances Control

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12 Facsimile: (415) 984-8701

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16

Attorneys for Plaintiff FEDEX GROUND
17 PACKAGE SYSTEM, INC.

18 **UNITED STATES DISTRICT COURT**
19 **EASTERN DISTRICT OF CALIFORNIA**
20 **SACRAMENTO DIVISION**

21 FEDEX GROUND PACKAGE SYSTEM,
INC.,

22 Plaintiff,

23 v.

24 MIRIAM BARCELLONA INGENITO, in her
Official Capacity as Director of the California
25 Department of Toxic Substances Control;
JACKIE LACEY, in her Official Capacity as
26 the District Attorney for the County of Los
Angeles; BONNIE M. DUMANIS, in her
27 Official Capacity as the District Attorney for

Case No. 2:14-CV-01038-TLN-EFB

**NOTICE OF SETTLEMENT,
STIPULATED REQUEST FOR
DISMISSAL, AND [PROPOSED]
ORDER OF DISMISSAL WITH
PREJUDICE OF DEFENDANT DTSC**

Judge: Hon. Troy L. Nunley

28 NOTICE OF SETTLEMENT, STIPULATED
REQUEST FOR DISMISSAL, AND
[PROPOSED] ORDER OF DISMISSAL
WITH PREJUDICE OF DEFENDANT DTSC
CASE NO. 2:14-CV-01038-TLN-EFB

1 the County of San Diego; ANNE MARIE
2 SCHUBERT, in her Official Capacity as the
3 District Attorney for the County of
4 Sacramento; and MICHAEL RAMOS, in his
5 Official Capacity as the District Attorney for
6 the County of San Bernardino,

Defendants.

6 **NOTICE OF SETTLEMENT AND STIPULATED REQUEST FOR DISMISSAL**

7 WHEREAS, plaintiff FEDEX GROUND PACKAGE SYSTEM, INC. (“FedEx Ground”),
8 and defendant MIRIAM BARCELLONA INGENITO, in her Official Capacity as Director of the
9 California Department of Toxic Substances Control (“DTSC”), have reached a settlement in the
10 above-entitled action;

11 WHEREFORE, FedEx Ground and DTSC hereby request that the Court dismiss with
12 prejudice DTSC from the above-entitled action, each side to bear its own fees and costs.

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[PROPOSED] ORDER

Pursuant to the foregoing Stipulation, defendant MIRIAM BARCELLONA INGENITO, in her Official Capacity as Director of the California Department of Toxic Substances Control, is hereby dismissed with prejudice, each side to bear its own fees and costs.

IT IS SO ORDERED.

Date: _____

By: _____

HON. TROY L. NUNLEY

United States District Court Judge

DECLARATION OF SERVICE BY U.S. MAIL

Case Name: ***People of the State of California v. FedEx Ground Package System, Inc.***
Case No.: **34-2014-00165454-CU-TT-GDS**

I declare:

I am employed in the Office of the Attorney General, which is the office of a member of the California State Bar, at which member's direction this service is made. I am 18 years of age or older and not a party to this matter. I am familiar with the business practice at the Office of the Attorney General for collection and processing of correspondence for mailing with the United States Postal Service. In accordance with that practice, correspondence placed in the internal mail collection system at the Office of the Attorney General is deposited with the United States Postal Service with postage thereon fully prepaid that same day in the ordinary course of business.

On June 2, 2016, I served the attached ***Stipulation for Entry of Final Judgment and Order on Consent*** by placing a true copy thereof enclosed in a sealed envelope in the internal mail collection system at the Office of the Attorney General at 1300 I Street, Suite 125, Sacramento, CA 95814, addressed as follows:

Geoffrey H. Yost
Sarah Starcevich Miller
Megan Havstad
O'Melveny & Myers LLP
Two Embarcadero Center, 28th Floor
San Francisco, CA 94111-3823

*Attorneys for Defendant
FedEx Ground Package System, Inc.*

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400 South Hope Street, 18th Floor
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*Attorneys for Defendant
FedEx Ground Package System, Inc.*

Jan Scully, District Attorney
County of Sacramento
By: Douglas Scott Whaley, Deputy District Attorney
901 G Street
Sacramento, CA 95814

*Courtesy Copy
Attorneys for Plaintiff
[Case No. 34-2014-00165700]*

I declare under penalty of perjury under the laws of the State of California the foregoing is true and correct and that this declaration was executed on June 2, 2016, at Sacramento, CA.

L. Carnahan

Declarant

original signed by L. Carnahan

Signature