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ORIGINAL FILED
Superior Court of California
County of Los Angeles

NOV 06 2015

Sherri R. Carter, Executive Officer/Clerk
By Steve Temblador, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

PEOPLE OF THE STATE OF CALIFORNIA,
ex rel. Barbara A. Lee, Director, California
Department of Toxic Substances Control,

Plaintiff,

v.

SAFETY-KLEEN SYSTEMS, INC., a
Wisconsin Corporation,

Defendant.

Case No. **BC 594721**

**FINAL JUDGMENT ON CONSENT
AND PERMANENT INJUNCTION**

Good cause appearing herein, the Court finds that the settlement between Plaintiff, the People of the State of California, ex rel. Barbara A. Lee, Director, California Department of Toxic Substances Control, and Defendant Safety-Kleen Systems, Inc., a Wisconsin corporation, is fair and in the public interest. Accordingly, the parties' Stipulation for Settlement and Entry of Final Judgment on Consent and Permanent Injunction, a copy which is attached as Exhibit A, is approved, and the Final Judgment on Consent and Permanent Injunction is entered as provided therein.

Dated: NOV 06 2015

Ernest M. Hiroshige
Judge of the Superior Court

Exhibit A

1 KAMALA D. HARRIS
Attorney General of California
2 SARAH E. MORRISON
Supervising Deputy Attorney General
3 MEGAN K. HEY (State Bar No. 232345)
Deputy Attorney General
4 300 South Spring Street, Suite 1702
Los Angeles, CA 90013
5 Telephone: (213) 897-2611
Fax: (213) 897-2802
6 E-mail: Megan.Hey@doj.ca.gov
Attorneys for the People of California, ex rel.
7 *Barbara A. Lee, Director, California Department of*
Toxic Substances Control

Exempt from Filing Fees Pursuant
to Government Code Section 6103

8
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 COUNTY OF LOS ANGELES

11
12 PEOPLE OF THE STATE OF CALIFORNIA,
ex rel. Barbara A. Lee, Director, California
13 Department of Toxic Substances Control,

14 Plaintiff,

15 v.

16
17 SAFETY-KLEEN SYSTEMS, INC., a
18 Wisconsin Corporation,

19 Defendant.

Case No.

**STIPULATION FOR SETTLEMENT
AND ENTRY OF JUDGMENT AND
PERMANENT INJUNCTION**

Date:
Time:
Dept:
Judge:
Trial Date:
Action Filed:

20
21 The People of the State of California, ex rel. Barbara A. Lee, Director, California
22 Department of Toxic Substances Control ("the Department") and Defendant Safety-Kleen
23 Systems, Inc. ("Safety-Kleen") (collectively, the "Parties") enter into this Stipulation for
24 Settlement and Entry of Judgment and Permanent Injunction ("Stipulation"), and stipulate as
25 follows:

26 ///

27 ///

28
1
STIPULATION FOR SETTLEMENT AND ENTRY OF JUDGMENT AND PERMANENT INJUNCTION

1 1. **THE COMPLAINT**

2 Concurrently with this Stipulation, the Department filed a Complaint for Civil Penalties
3 and Injunctive Relief ("Complaint") alleging violations of the California Hazardous Waste
4 Control Law, Health and Safety Code section 25100 *et seq.* ("HWCL") and its implementing
5 regulations in Title 22 of the California Code of Regulations, section 66001 *et seq.*, against
6 Safety-Kleen in its capacity as a registered transporter that transports used oil from California to
7 various locations within, and outside of, California.

8 2. **AGREEMENT TO SETTLE DISPUTE**

9 The Parties enter into this Stipulation pursuant to a compromise and settlement of the
10 disputed claims alleged in the Complaint by mutually consenting to the entry by the Superior
11 Court of the County of Los Angeles of the proposed Final Judgment on Consent and Permanent
12 Injunction, which is the form attached as Exhibit 1 ("Judgment"). The Parties are each
13 represented by counsel. This Stipulation and the Judgment were negotiated and executed in good
14 faith and at arms' length by the Parties to avoid expensive and protracted litigation regarding the
15 alleged HWCL violations and to further the public interest.

16 The Parties agree that there has been no adjudication of any fact or law alleged in the
17 Complaint. Safety-Kleen does not admit any allegation, finding, determination or conclusion
18 contained, alleged or asserted in the Complaint, and this Stipulation is not an admission by
19 Safety-Kleen regarding any issue of law or fact alleged in the Complaint.

20 3. **JURISDICTION AND VENUE**

21 The Parties agree that for purposes of this Stipulation, this Court has subject matter
22 jurisdiction over the matters alleged in the Complaint and personal jurisdiction over Safety-Kleen.
23 Venue is proper under Health and Safety Code section 25183.

24 4. **WAIVER OF HEARING AND TRIAL**

25 By signing and entering into this Stipulation, Safety-Kleen waives its right to a trial on the
26 matters alleged in the Complaint.

27 ///

28

1 5. **APPLICABILITY**

2 Unless otherwise expressly provided herein, the provisions of this Stipulation and the
3 Judgment shall apply to and be binding on Safety-Kleen and its agents, servants, employees,
4 representatives, and all persons acting in concert or participating with Safety-Kleen, and the
5 Department and any successor agency of the Department that may have responsibility for and
6 jurisdiction over the subject matter of the Stipulation.

7 6. **MATTERS COVERED**

8 This Stipulation is a full, final, and binding resolution and settlement of all claims,
9 violations, or causes of action alleged in the Complaint. Nothing in this Stipulation is intended to
10 or shall waive or limit the res judicata effect of the Judgment entered pursuant to this Stipulation.

11 7. **INJUNCTION**

12 Upon entry of the Judgment, Safety-Kleen shall be enjoined and ordered to follow all of
13 the testing and reporting requirements under Health and Safety Code section 25250.29. To the
14 extent that it has not yet done so, Safety-Kleen shall modify its operational practices to ensure
15 that all loads that are described by the generator as "used oil" on a California Uniform Hazardous
16 Waste Manifest, or that are identified on a manifest by California Waste Code 221, shall be tested
17 in accordance with Health and Safety Code section 25250.29, regardless of destination. For
18 purposes of this Stipulation, "used oil" shall refer exclusively to the definition of "used oil" set
19 forth in Health and Safety Code section 25250.1(a)(1). Further, nothing in this Stipulation shall
20 require Safety-Kleen to test any load of "used oil" that is exempt from the testing requirements
21 pursuant to Health and Safety Code section 25250.29(g).

22 8. **PAYMENT**

23 Safety-Kleen shall pay the Department a civil penalty of seven hundred thousand dollars
24 (\$700,000.00), payable within thirty days of the Effective Date of the Stipulation.

25 Safety-Kleen shall pay the civil penalty by cashier's check(s), made payable to the
26 "California Department of Toxic Substances Control" and bearing the notation "Safety-Kleen
27 Systems, Inc. Case No. XXXXXX" sent to:

28

1 Cashier - Accounting Office, MS-21 A
2 Department of Toxic Substances Control
3 P.O. Box 806
4 Sacramento, CA 95812-0806

5 An electronic (i.e., Adobe PDF) copy or paper photocopy of each cashier's check shall be
6 sent, at the same time to:

7 Robert Kou, Branch Chief
8 Enforcement and Emergency Response Division
9 Department of Toxic Substances Control
10 9211 Oakdale Ave.
11 Chatsworth, CA 91311
12 Roberto.Kou@dtsc.ca.gov

13 Richard Sherwood
14 Office of Legal Counsel, MS-23A
15 Department of Toxic Substances Control
16 P.O. Box 806
17 Sacramento, CA 95812-0806
18 Richard.Sherwood@dtsc.ca.gov

19 **9. LITIGATION EXPENSES AND FEES**

20 Each of the Parties shall bear and pay its own fees and costs, including, but not limited to,
21 attorney fees, expert witness fees, and costs and all other costs of litigation, investigation,
22 inspection, enforcement, prosecution and suit incurred to date, in and regarding this action.

23 **10. NOTICES**

24 All notices under this Stipulation and the Judgment shall be in writing and shall be sent to:

25 For the Department:

26 Robert Kou, Branch Chief
27 Enforcement and Emergency Response Division
28 Department of Toxic Substances Control
9211 Oakdale Ave.
Chatsworth, CA 91311
Roberto.Kou@dtsc.ca.gov

And

Richard Sherwood
Office of Legal Counsel, MS-23A
Department of Toxic Substances Control
P.O. Box 806
Sacramento, CA 95812-0806
Richard.Sherwood@dtsc.ca.gov

1 For Safety-Kleen:

2 Michael McDonald
3 General Counsel
4 Safety-Kleen Systems, Inc.
5 42 Longwater Drive
6 Norwell, MA 02061
7 mcdonaldm@cleanharbors.com

8 And

9 Margaret Rosegay, Esq.
10 Pillsbury Winthrop Shaw Pittman LLP
11 Four Embarcadero Center, 22nd Floor
12 San Francisco, CA 94111-5998
13 margaret.rosegay@pillsburylaw.com

14 All approvals and decisions regarding any matter requiring approvals or decisions under
15 the terms of this Stipulation and the Judgment shall also be communicated in writing to the
16 persons listed above. Each Party may change its respective representative(s) for purposes of
17 notice by providing the name and address of the new representative, in writing, to both Parties.
18 Any such change will take effect within seven calendar days of the date of the written notice.

19 **11. AUTHORITY TO ENTER STIPULATION; EFFECTIVE DATE**

20 Each signatory to this Stipulation certifies that he or she is fully authorized by the Party he
21 or she represents to enter into this Stipulation, to execute it on behalf of the party represented, and
22 to legally bind that Party. The Stipulation is effective upon the date of the last signature set forth
23 below.

24 **12. EFFECT OF STIPULATION AND JUDGMENT**

25 Except as expressly provided in this Stipulation, nothing in this Stipulation or the
26 Judgment is intended nor shall it be construed to preclude the Department, or any state, county, or
27 local agency, department, board or entity, including any Certified Unified Program Agency
28 (CUPA), from exercising its authority under any law, statute, or regulation.

13. NO WAIVER OF RIGHT TO ENFORCE

The failure of the Department to enforce any provision of the Stipulation or the Judgment shall neither be deemed a waiver of such provision, nor in any way affect the validity of the

1 Stipulation or Judgment or the Department's enforcement authority. The failure of the
2 Department to enforce any such provision of this Stipulation or the Judgment shall not preclude it
3 from later enforcing the same or other provisions.

4 **14. NO LIABILITY OF THE DEPARTMENT**

5 The Department shall not be liable for any injury or damage to persons or property
6 resulting from acts or omissions by Safety-Kleen or its agents, servants, employees,
7 representatives, or other persons acting in concert or participating with Safety-Kleen, in carrying
8 out activities pursuant to this Stipulation or the Judgment, nor shall the Department be held as a
9 party to or guarantor of any contract entered into by Safety-Kleen or its agents, servants,
10 employees, representatives, or other persons acting in concert or participating with Safety-Kleen,
11 in carrying out the requirements of this Stipulation or the Judgment.

12 **15. INTEGRATION**

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

17 **16. ENTRY OF JUDGMENT PURSUANT TO STIPULATION**

18 Pursuant to Civil Code section 664.6, the Parties jointly request that the Court enter the
19 proposed Judgment against Safety-Kleen in the form set forth in the attached Exhibit 1.

20 **17. RETENTION OF JURISDICTION**

21 Pursuant to Code of Civil Procedure section 664.6, the Parties agree that the Court has
22 continuing jurisdiction to interpret and enforce the provisions of this Stipulation and the
23 Judgment.

24 **18. EQUAL AUTHORSHIP**

25 This Stipulation shall be deemed to have been drafted equally by the Parties hereto. The
26 Parties agree that the rule of construction holding that ambiguity is construed against the drafting
27 party shall not apply to the interpretation of this Stipulation.

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19. **AMENDMENTS TO THIS STIPULATION AND THE JUDGMENT**

This Stipulation may be amended upon written approval of all of the parties. Upon entry by the Court, the Judgment may be amended only pursuant to a written agreement signed by all the Parties, followed by written approval by the Court, or by order of the Court following the filing of a duly noticed motion.

20. **COUNTERPARTS**

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

IT IS SO STIPULATED.

Dated: August 31, 2015

FOR THE CALIFORNIA DEPARTMENT
OF TOXIC SUBSTANCES CONTROL

Original Signed by Keith Kihara

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

Dated: August 31, 2015

FOR SAFETY-KLEEN SYSTEMS, INC.

Original Signed by Michael McDonald

~~MICHAEL McDONALD~~
GENERAL COUNSEL

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APPROVED AS TO FORM.

Dated: August 31, 2015

KAMALA D. HARRIS
Attorney General of California
SARAH E. MORRISON
Supervising Deputy Attorney General

Original Signed by Megan Hey

MEGAN K. HEY
Deputy Attorney General
*Attorneys for the People of California, ex
rel. Barbara A. Lee, Director, California
Department of Toxic Substances Control*

Dated: August 31, 2015

PILLSBURY WINTHROP SHAW
PITTMAN LLP

Original Signed by Margaret R

MARGARET R. MEGAY
*Attorneys for Defendant Safety-Kleen
Systems, Inc.*

Exhibit 1

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

PEOPLE OF THE STATE OF CALIFORNIA,
ex rel. Barbara A. Lee, Director, California
Department of Toxic Substances Control,

Plaintiff,

v.

SAFETY-KLEEN SYSTEMS, INC., a
Wisconsin Corporation,

Defendant.

Case No.
FINAL JUDGMENT ON CONSENT
AND PERMANENT INJUNCTION

Good cause appearing herein, the Court finds that the settlement between Plaintiff, the People of the State of California, ex rel. Barbara A. Lee, Director, California Department of Toxic Substances Control, and Defendant Safety-Kleen Systems, Inc., a Wisconsin corporation, is fair and in the public interest. Accordingly, the parties' Stipulation for Settlement and Entry of Final Judgment on Consent and Permanent Injunction, a copy which is attached as Exhibit A, is approved, and the Final Judgment on Consent and Permanent Injunction is entered as provided therein.

Dated: _____
Judge of the Superior Court

Exhibit A

1 KAMALA D. HARRIS
Attorney General of California
2 SARAH E. MORRISON
Supervising Deputy Attorney General
3 MEGAN K. HEY (State Bar No. 232345)
Deputy Attorney General
4 300 South Spring Street, Suite 1702
Los Angeles, CA 90013
5 Telephone: (213) 897-2611
Fax: (213) 897-2802
6 E-mail: Megan.Hey@doj.ca.gov
Attorneys for the People of California, ex rel.
7 *Barbara A. Lee, Director, California Department of*
Toxic Substances Control

**Exempt from Filing Fees Pursuant
to Government Code Section 6103**

8
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 COUNTY OF LOS ANGELES

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12 PEOPLE OF THE STATE OF CALIFORNIA,
ex rel. Barbara A. Lee, Director, California
13 Department of Toxic Substances Control,
14 Plaintiff,
15
16 v.
17 SAFETY-KLEEN SYSTEMS, INC., a
18 Wisconsin Corporation,
19 Defendant.

Case No.
**STIPULATION FOR SETTLEMENT
AND ENTRY OF JUDGMENT AND
PERMANENT INJUNCTION**
Date:
Time:
Dept:
Judge:
Trial Date:
Action Filed:

20
21 The People of the State of California, ex rel. Barbara A. Lee, Director, California
22 Department of Toxic Substances Control ("the Department") and Defendant Safety-Kleen
23 Systems, Inc. ("Safety-Kleen") (collectively, the "Parties") enter into this Stipulation for
24 Settlement and Entry of Judgment and Permanent Injunction ("Stipulation"), and stipulate as
25 follows:
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1. THE COMPLAINT

Concurrently with this Stipulation, the Department filed a Complaint for Civil Penalties and Injunctive Relief ("Complaint") alleging violations of the California Hazardous Waste Control Law, Health and Safety Code section 25100 *et seq.* ("HWCL") and its implementing regulations in Title 22 of the California Code of Regulations, section 66001 *et seq.*, against Safety-Kleen in its capacity as a registered transporter that transports used oil from California to various locations within, and outside of, California.

2. AGREEMENT TO SETTLE DISPUTE

The Parties enter into this Stipulation pursuant to a compromise and settlement of the disputed claims alleged in the Complaint by mutually consenting to the entry by the Superior Court of the County of Los Angeles of the proposed Final Judgment on Consent and Permanent Injunction, which is the form attached as Exhibit 1 ("Judgment"). The Parties are each represented by counsel. This Stipulation and the Judgment were negotiated and executed in good faith and at arms' length by the Parties to avoid expensive and protracted litigation regarding the alleged HWCL violations and to further the public interest.

The Parties agree that there has been no adjudication of any fact or law alleged in the Complaint. Safety-Kleen does not admit any allegation, finding, determination or conclusion contained, alleged or asserted in the Complaint, and this Stipulation is not an admission by Safety-Kleen regarding any issue of law or fact alleged in the Complaint.

3. JURISDICTION AND VENUE

The Parties agree that for purposes of this Stipulation, this Court has subject matter jurisdiction over the matters alleged in the Complaint and personal jurisdiction over Safety-Kleen. Venue is proper under Health and Safety Code section 25183.

4. WAIVER OF HEARING AND TRIAL

By signing and entering into this Stipulation, Safety-Kleen waives its right to a trial on the matters alleged in the Complaint.

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5. APPLICABILITY

Unless otherwise expressly provided herein, the provisions of this Stipulation and the Judgment shall apply to and be binding on Safety-Kleen and its agents, servants, employees, representatives, and all persons acting in concert or participating with Safety-Kleen, and the Department and any successor agency of the Department that may have responsibility for and jurisdiction over the subject matter of the Stipulation.

6. MATTERS COVERED

This Stipulation is a full, final, and binding resolution and settlement of all claims, violations, or causes of action alleged in the Complaint. Nothing in this Stipulation is intended to or shall waive or limit the res judicata effect of the Judgment entered pursuant to this Stipulation.

7. INJUNCTION

Upon entry of the Judgment, Safety-Kleen shall be enjoined and ordered to follow all of the testing and reporting requirements under Health and Safety Code section 25250.29. To the extent that it has not yet done so, Safety-Kleen shall modify its operational practices to ensure that all loads that are described by the generator as "used oil" on a California Uniform Hazardous Waste Manifest, or that are identified on a manifest by California Waste Code 221, shall be tested in accordance with Health and Safety Code section 25250.29, regardless of destination. For purposes of this Stipulation, "used oil" shall refer exclusively to the definition of "used oil" set forth in Health and Safety Code section 25250.1(a)(1). Further, nothing in this Stipulation shall require Safety-Kleen to test any load of "used oil" that is exempt from the testing requirements pursuant to Health and Safety Code section 25250.29(g).

8. PAYMENT

Safety-Kleen shall pay the Department a civil penalty of seven hundred thousand dollars (\$700,000.00), payable within thirty days of the Effective Date of the Stipulation.

Safety-Kleen shall pay the civil penalty by cashier's check(s), made payable to the "California Department of Toxic Substances Control" and bearing the notation "Safety-Kleen Systems, Inc. Case No. XXXXXX" sent to:

1 Cashier - Accounting Office, MS-21 A
2 Department of Toxic Substances Control
3 P.O. Box 806
4 Sacramento, CA 95812-0806

5 An electronic (i.e., Adobe PDF) copy or paper photocopy of each cashier's check shall be
6 sent, at the same time to:

7 Robert Kou, Branch Chief
8 Enforcement and Emergency Response Division
9 Department of Toxic Substances Control
10 9211 Oakdale Ave.
11 Chatsworth, CA 91311
12 Roberto.Kou@dtsc.ca.gov

13 Richard Sherwood
14 Office of Legal Counsel, MS-23A
15 Department of Toxic Substances Control
16 P.O. Box 806
17 Sacramento, CA 95812-0806
18 Richard.Sherwood@dtsc.ca.gov

19 **9. LITIGATION EXPENSES AND FEES**

20 Each of the Parties shall bear and pay its own fees and costs, including, but not limited to,
21 attorney fees, expert witness fees, and costs and all other costs of litigation, investigation,
22 inspection, enforcement, prosecution and suit incurred to date, in and regarding this action.

23 **10. NOTICES**

24 All notices under this Stipulation and the Judgment shall be in writing and shall be sent to:

25 For the Department:

26 Robert Kou, Branch Chief
27 Enforcement and Emergency Response Division
28 Department of Toxic Substances Control
9211 Oakdale Ave.
Chatsworth, CA 91311
Roberto.Kou@dtsc.ca.gov

And

Richard Sherwood
Office of Legal Counsel, MS-23A
Department of Toxic Substances Control
P.O. Box 806
Sacramento, CA 95812-0806
Richard.Sherwood@dtsc.ca.gov

1 For Safety-Kleen:

2 Michael McDonald
3 General Counsel
4 Safety-Kleen Systems, Inc.
5 42 Longwater Drive
6 Norwell, MA 02061
7 mcdonaldm@cleanharbors.com

8 And

9 Margaret Rosegay, Esq.
10 Pillsbury Winthrop Shaw Pittman LLP
11 Four Embarcadero Center, 22nd Floor
12 San Francisco, CA 94111-5998
13 margaret.rosegay@pillsburylaw.com

14 All approvals and decisions regarding any matter requiring approvals or decisions under
15 the terms of this Stipulation and the Judgment shall also be communicated in writing to the
16 persons listed above. Each Party may change its respective representative(s) for purposes of
17 notice by providing the name and address of the new representative, in writing, to both Parties.
18 Any such change will take effect within seven calendar days of the date of the written notice.

19 **11. AUTHORITY TO ENTER STIPULATION; EFFECTIVE DATE**

20 Each signatory to this Stipulation certifies that he or she is fully authorized by the Party he
21 or she represents to enter into this Stipulation, to execute it on behalf of the party represented, and
22 to legally bind that Party. The Stipulation is effective upon the date of the last signature set forth
23 below.

24 **12. EFFECT OF STIPULATION AND JUDGMENT**

25 Except as expressly provided in this Stipulation, nothing in this Stipulation or the
26 Judgment is intended nor shall it be construed to preclude the Department, or any state, county, or
27 local agency, department, board or entity, including any Certified Unified Program Agency
28 (CUPA), from exercising its authority under any law, statute, or regulation.

13. NO WAIVER OF RIGHT TO ENFORCE

The failure of the Department to enforce any provision of the Stipulation or the Judgment shall neither be deemed a waiver of such provision, nor in any way affect the validity of the

1 Stipulation or Judgment or the Department's enforcement authority. The failure of the
2 Department to enforce any such provision of this Stipulation or the Judgment shall not preclude it
3 from later enforcing the same or other provisions.

4 **14. NO LIABILITY OF THE DEPARTMENT**

5 The Department shall not be liable for any injury or damage to persons or property
6 resulting from acts or omissions by Safety-Kleen or its agents, servants, employees,
7 representatives, or other persons acting in concert or participating with Safety-Kleen, in carrying
8 out activities pursuant to this Stipulation or the Judgment, nor shall the Department be held as a
9 party to or guarantor of any contract entered into by Safety-Kleen or its agents, servants,
10 employees, representatives, or other persons acting in concert or participating with Safety-Kleen,
11 in carrying out the requirements of this Stipulation or the Judgment.

12 **15. INTEGRATION**

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

17 **16. ENTRY OF JUDGMENT PURSUANT TO STIPULATION**

18 Pursuant to Civil Code section 664.6, the Parties jointly request that the Court enter the
19 proposed Judgment against Safety-Kleen in the form set forth in the attached Exhibit 1.

20 **17. RETENTION OF JURISDICTION**

21 Pursuant to Code of Civil Procedure section 664.6, the Parties agree that the Court has
22 continuing jurisdiction to interpret and enforce the provisions of this Stipulation and the
23 Judgment.

24 **18. EQUAL AUTHORSHIP**

25 This Stipulation shall be deemed to have been drafted equally by the Parties hereto. The
26 Parties agree that the rule of construction holding that ambiguity is construed against the drafting
27 party shall not apply to the interpretation of this Stipulation.

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19. **AMENDMENTS TO THIS STIPULATION AND THE JUDGMENT**

This Stipulation may be amended upon written approval of all of the parties. Upon entry by the Court, the Judgment may be amended only pursuant to a written agreement signed by all the Parties, followed by written approval by the Court, or by order of the Court following the filing of a duly noticed motion.

20. **COUNTERPARTS**

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

IT IS SO STIPULATED.

Dated: August 31, 2015

FOR THE CALIFORNIA DEPARTMENT
OF TOXIC SUBSTANCES CONTROL

Original Signed by Keith Kihara

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

Dated: August 31, 2015

FOR SAFETY-KLEEN SYSTEMS, INC.

Original Signed by Michael McDonald

MICHAEL McDONALD
GENERAL COUNSEL

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APPROVED AS TO FORM.

Dated: August 31, 2015

KAMALA D. HARRIS
Attorney General of California
SARAH E. MORRISON
Supervising Deputy Attorney General

Original Signed by Megan Hey

MEGAN K. HEY
Deputy Attorney General
*Attorneys for the People of California, ex
rel. Barbara A. Lee, Director, California
Department of Toxic Substances Control*

Dated: August 31, 2015

PILLSBURY WINTHROP SHAW
PITTMAN LLP

Original Signed by Margaret R

MARGARET R. HEGAY
*Attorneys for Defendant Safety-Kleen
Systems, Inc.*

Exhibit 1

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

PEOPLE OF THE STATE OF CALIFORNIA,
ex rel. Barbara A. Lee, Director, California
Department of Toxic Substances Control,

Plaintiff,

v.

SAFETY-KLEEN SYSTEMS, INC., a
Wisconsin Corporation,

Defendant.

Case No.

**FINAL JUDGMENT ON CONSENT
AND PERMANENT INJUNCTION**

Good cause appearing herein, the Court finds that the settlement between Plaintiff, the People of the State of California, ex rel. Barbara A. Lee, Director, California Department of Toxic Substances Control, and Defendant Safety-Kleen Systems, Inc., a Wisconsin corporation, is fair and in the public interest. Accordingly, the parties' Stipulation for Settlement and Entry of Final Judgment on Consent and Permanent Injunction, a copy which is attached as Exhibit A, is approved, and the Final Judgment on Consent and Permanent Injunction is entered as provided therein.

Dated: _____

Judge of the Superior Court