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10 (See Appendix hereto for full list of Plaintiff's counsel)

**FILED**  
Superior Court of California  
County of Alameda  
01/05/2023  
Clad Fluke, Executive Officer / Clerk of the Court  
By:  Deputy  
S. Albert

11 *Attorneys for The People of the State of California*

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
13 COUNTY OF ALAMEDA

14 THE PEOPLE OF THE STATE OF CALIFORNIA,  
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Plaintiff,  
v.  
FAIZAN CORPORATION, a California Corporation, and MAHMOOD ALAM, an individual,  
Defendants.

Case No. 22CV023017

FINAL JUDGMENT AND PERMANENT INJUNCTION ~~Proposed~~

The PEOPLE OF THE STATE OF CALIFORNIA, appearing through its attorneys: Nancy E. O'Malley, District Attorney of Alameda County; Diana Becton, District Attorney of Contra Costa County; Susan J. Krones, District Attorney of Lake County; Lori E. Frugoli, District Attorney of Marin County; C. David Eyster, District Attorney of Mendocino County; Jill R. Ravitch, District Attorney of Sonoma County; and Jeff W. Reisig, District Attorney of Yolo County, (collectively referred to herein as Plaintiff or "the People"); and Defendants FAIZAN CORPORATION and MAHMOOD ALAM ("Defendants"), appearing through their attorneys William D. Wick of Wactor & Wick LLP, have entered into a Stipulation for this Final Judgment

1 and Permanent Injunction (“Stipulation”) and have thereby agreed to entry of this Final Judgment  
2 and Permanent Injunction (“Final Judgment”) without the taking of proof and without the  
3 Stipulated Final Judgment constituting evidence of an admission by any party regarding any issue  
4 of fact or law alleged in the Complaint, and Defendants having waived the right to appeal, and  
5 good cause appearing,  
6

7 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

8 **JURISDICTION AND VENUE**

9 1. The Superior Court of California, County of Alameda, has subject matter  
10 jurisdiction over the matters alleged in this action and personal jurisdiction over the Parties to this  
11 Final Judgment, and the Superior Court for the County of Alameda is the proper venue for this  
12 action.

13 **SETTLEMENT OF DISPUTED CLAIMS**

14 2. This Final Judgment is not an admission or denial by Defendants regarding any  
15 issues of law or fact in this case or any violation of law. The Parties enter into this Final Judgment  
16 pursuant to a compromise and settlement of disputed claims, as set forth in the Complaint in this  
17 case, for the purpose of furthering the public interest. The People believe that the resolution  
18 embodied in this Final Judgment is fair and reasonable and fulfills the People’s enforcement  
19 objectives. Defendants agree that this is a fair and reasonable resolution of the matters alleged in  
20 the Complaint.  
21

22 **DEFINITIONS**

23 3. Except where otherwise expressly defined in this Final Judgment, the definitions  
24 set forth in the following statutory schemes and all regulations issued pursuant thereto shall apply  
25 to the technical terms used herein: (a) the Underground Storage of Hazardous Substances Law  
26 (California Health and Safety Code, Division 20, Chapters 6.7); (b) the Hazardous Waste Control  
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1 Law (California Health and Safety Code, Division 20, Chapters 6.5); (c) the Hazardous Materials  
2 Release Response Law (California Health and Safety Code, Division 20, Chapters 6.95); and  
3 (d) the Weights and Measures Law, Division 5 of the Business and Professions Code.  
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## 5 **INJUNCTION**

### 6 *Applicability*

7 4. The provisions of this injunction are applicable to Defendants, their successors and  
8 assigns, their agents, representatives, officers, directors, managers, subsidiaries, and to all persons,  
9 employees, and corporations and other entities acting under, by, through or on behalf of, or in  
10 concert with either Defendant with actual or constructive knowledge of this Final Judgment.  
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### 12 *Compliance with Applicable Statutes, Regulations, and Permits*

13 5. Pursuant to the provisions of Health and Safety Code sections 25299.01, 25299.04,  
14 25181, 25184, 25515.6, 25515.8, and Business and Professions Code Section 17203, Defendants  
15 are permanently enjoined and restrained from violating Chapters 6.7, 6.5 and 6.95 of Division 20  
16 of the Health and Safety Code and the regulations promulgated under these chapters and Division  
17 5 of the Business and Professions Code.  
18

### 19 *Specific Injunctive Provisions*

20 6. Pursuant to the provisions of Health and Safety Code sections 25299.01, 25299.04,  
21 25181, 25184, 25515.6, 25515.8, and Business and Professions Code Section 17203, Defendants  
22 are enjoined and restrained from failing to comply with any of the following legal requirements at  
23 any facility it owns and/or operates:

24 a. Defendants shall at all times equip all secondary containment, including  
25 under-dispenser containment, and under-dispenser spill control or containment systems, with a  
26 continuous monitoring system that either activates an audible and visual alarm or stops the flow of  
27 the hazardous substance at the dispenser when it detects a leak, as required by California Code of  
28 Regulations, title 23, section 2636(f)(1).

1                   b. Defendants shall install, place and maintain all leak-detecting equipment, so  
2 that the equipment, including leak-detecting sensors, is capable of detecting a leak at the earliest  
3 possible opportunity as required by California Code of Regulations, title 23, sections 2630(d) and  
4 2641(a).

5                   c. Defendants shall immediately replace or repair any leak-detecting  
6 equipment, including but not limited to leak-detecting sensors, that for any reason become  
7 incapable of detecting an unauthorized release from any portion of the underground storage tank  
8 system at the earliest possible opportunity as required by California Code of Regulations, title 23,  
9 sections 2630(d) and 2641(a).

10                  d. Defendants shall not remove, reposition, adjust, replace or otherwise touch  
11 or tamper with any leak-detecting equipment, including but not limited to a leak-detection sensor  
12 that is part of an UST system, such that the leak-detection equipment is not capable of detecting a  
13 leak or release at the earliest possible opportunity, in violation of California Code of Regulations,  
14 title 23, sections 2630(d) and 2641(a) unless by and through the lawful actions of a Service  
15 Technician meeting the requirements of California Code of Regulations title 23, section 2715(i).

16                  e. Defendants shall ensure that all monitoring and leak-detecting equipment  
17 including, but not limited to, leak-detecting sensors, is installed, calibrated, operated and  
18 maintained in accordance with the manufacturer's instructions as required by California Code  
19 Regulations, title 23, Section 2638(a).

20                  f. Defendants shall develop, maintain, and enforce a preventive maintenance  
21 schedule for all monitoring equipment in accordance with the manufacturer's instructions as  
22 required by California Code of Regulations, title 23, Sections 2632(d)(1)(F) and 2634(d)(2)(F).

23                  g. Defendants shall monitor the UST system at any facility/facilities that either  
24 Defendant owns, operates, manages or controls using the method specified in the permit as required  
25 by Health and Safety Code section 25293 and California Code of Regulations, title 23, sections  
26 2632(b) and 2641(g).

27                  h. Defendants shall conduct all upgrades and repairs to any UST system  
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1 including repair and/or replacement of underground storage tanks, piping, or other UST  
2 components including leak-detection and monitoring equipment in accordance with California  
3 Code of Regulations, title 23, Division 3, Chapter 16, Article 6 and any additional manufacturer's  
4 specifications as required by California Code of Regulations, title 23, section 2660.

5 i. Defendants shall comply with all requirements of applicable UST permits,  
6 as required by California Health and Safety Code section 25299 and California Code of  
7 Regulations, title 23, section 2712.

8 j. Defendants shall document every monitoring system alarm in a written log  
9 or report if required by an UST permit, including if required, the nature of the alarm, alarm  
10 condition, a description of the action taken in response to the alarm(s) including the name, address  
11 and license number of any service technician that may have responded to the alarm.

12 k. Defendants shall ensure that all underground piping with secondary  
13 containment is equipped with a continuous monitoring system that either activates an audible or  
14 visual alarm or stops the flow of the hazardous substance at the dispenser when it detects a leak, as  
15 required by the California Code of Regulations, title 23, section 2636(f)(1).

16 l. Defendants shall notify the local agency at least forty-eight (48) hours prior  
17 to conducting secondary containment testing, spill containment testing, overfill prevention  
18 equipment inspections, or the installation, repair, replacement, calibration or certification of  
19 monitoring equipment as required respectively by California Code of Regulations, title 23, sections  
20 2637(f), 2637.1, 2637.2, and 2638. Defendants shall also provide any notice to the local agency  
21 required by an UST permit.

22 m. Defendants shall conduct the following testing: spill containment structure  
23 testing as required by Health and Safety Code section 25284.2; line tightness testing as required  
24 by California Code of Regulations, title 23, section 2636(f)(3); the secondary containment testing  
25 required by California Code of Regulations, title 23, section 2637; all testing required for annual  
26 certification of UST monitoring equipment as required by California Code of Regulations, title 23,  
27 section 2638; and any monitoring or testing as required California Code of Regulations, title 23,  
28

1 section 2643

2 n. Defendants shall submit a completed “Monitoring System Certification  
3 Form” within thirty (30) days of any annual monitoring certification as required by California Code  
4 of Regulations, title 23, section 2638(d), and Defendants shall submit a complete copy of the  
5 ”Secondary Containment Testing Report Form” within thirty (30) days of the completion of the  
6 secondary containment system test to the local agency as required by California Code of  
7 Regulations, title 23, section 2637(f).

8 o. Defendants shall at all times employ a qualified “designated UST operator”  
9 for each UST location owned and/or operated by Defendants as required by California Code of  
10 Regulations, title 23, section 2715, and shall identify the designated UST operator to the local  
11 agency as required by California Code of Regulations, title 23, section 2715(a).

12 p. Defendants shall ensure that a qualified designated UST operator performs  
13 a monthly visual inspection of every UST system as required by California Code of Regulations,  
14 title 23, section 2716 and conducts the training required by California Code of Regulations, title  
15 23, section 2715(c).

16 q. Within seventy-two (72) hours of being provided a signed copy of the  
17 “Designated Underground Storage Tank Operator Visual Inspection Report,” Defendants shall: (1)  
18 Provide a description of each corrective action taken or to be taken for any compliance issues  
19 discovered during the inspection on the copy of the “Designated Underground Storage Tank  
20 Operator Visual Inspection Report” signed by the designated UST operator; and (2) Sign and date  
21 the report, acknowledging the results of the inspection as required by California Code of  
22 Regulations, title 23 section 2716(e). Defendants shall obtain, keep current and retain at their  
23 facilities, a permit to operate each UST as required by California Code of Regulations, title 23,  
24 section 2712(i) and Health and Safety Code section 25284.

25 r. Defendants shall maintain on-site at their facilities, or off-site at a readily  
26 available location approved by the local agency, monitoring, maintenance and other records and  
27 shall make the records available upon the request of the local agency and/or State Water Board  
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1 within 36 hours, as required by California Code of Regulations, title 23, section 2712(b).

2 s. Defendants shall not operate an UST system without having in place a  
3 monitoring and response plan approved by the local agency (UPA) and specified in the relevant  
4 UST operating permit as required by California Code of Regulations, title 23, sections 2632(b) and  
5 2641(g).

6 t. Defendants shall ensure that all UST systems meet the applicable  
7 operational requirements set forth in Health and Safety Code sections 25290.1, 25290.2, 25291,  
8 25292.1 and 25292 to the extent they apply to Defendants' UST systems.

9 u. For any unauthorized release, as defined in Health and Safety Code section  
10 25295.5, Defendants shall record the unauthorized release, timely notify the local agency of the  
11 unauthorized release and timely provide to the local agency a full written report of the unauthorized  
12 release as required by Health and Safety Code sections 25294 and 25295(a)(1) and California Code  
13 of Regulations, title 23, sections 2650 through 2652. Defendants shall comply with all additional  
14 laws and regulations requiring notifications upon the release of any hazardous material.

15 v. Defendants shall equip all USTs with a spill container that collects any  
16 hazardous substances spilled during product delivery operations and overfill prevention system as  
17 required by California Code of Regulations, title 23, sections 2635(b) and (c).

18 w. Defendants shall install all underground piping that is in contact with  
19 hazardous substances under normal operating conditions within a secondary containment system  
20 as required by California Code of Regulations, title 23, section 2636(c)(1).

21 x. Defendant shall at all times (other than when the secondary containment is  
22 being tested) ensure that test boots are properly placed to allow the associated UST component to  
23 be monitored as required by California Code of Regulations, title 23, section 2636(f).

24 y. Defendants shall maintain evidence of financial responsibility for taking  
25 corrective action and for compensating third parties as required by Health and Safety Code section  
26 25292.2.

27 z. Defendants shall install and maintain automatic line leak detectors on all  
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1 underground pressurized piping as required by California Code of Regulations, title 23, section  
2 2636(f)(2).

3           aa. In any permit application submitted pursuant to California Code of  
4 Regulations, title 23, section 2711(a), Defendants shall provide complete and accurate information.  
5 Defendants shall submit any changes to the local agency through the California Environmental  
6 Reporting System (CERS) within 30 days as required by California Code of Regulations, title 23,  
7 section 2711(b).

8           bb. Defendants shall have a means for monitoring water intrusion by  
9 precipitation or infiltration into the secondary containment as required by California Health and  
10 Safety Code section 25291(e).

11           cc. Defendants shall ensure that each container, receptacle, pump, dispenser  
12 and inlet end of the fill pipe of each underground storage tank is properly labeled with the name of  
13 the product, the brand, the trademark, the trade name, and the grade and brand name at any location  
14 where Defendant sells fuel, pursuant to the requirements of Business and Professions Code 13480.

15           dd. Defendants shall, after installation of any measuring instrument, notify the  
16 sealer of the relevant county of such installation pursuant to the requirements of Business and  
17 Professions Code section 12515.

18           ee. Defendants shall not make any deceptive, false, or misleading statements  
19 by any means regarding the quality, quantity, performance, price, discount or savings as it relates  
20 to any commodity sold at any Facility, as prohibited by Business and Professions Code section  
21 13413.

22           ff. Defendants shall not misrepresent the grade of a motor vehicle fuel in  
23 violation of Business and Professions Code section 13413(b).

24           gg. Defendants shall not move or alter the seal affixed to any measuring  
25 equipment by any County Sealer.

26           hh. Defendants shall ensure that all letters, numbers, or figures that relate to the  
27 price of fuel or sign are plainly visible as required by Business and Professions Code section 13474.  
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1                   ii. Defendants shall insure that all labels where each underground storage tank  
2 is filled are plainly visible, as required by Business and Professions Code section 13483.

3  
4   ***Environmental Management Program***

5                   7. Pursuant to the provisions of Health and Safety Code sections 25181, 25184,  
6 25299.01, 25299.04, 25270.12, 25515.6, 25515.8, and Business and Professions Code Section  
7 17203, Defendants shall, in addition to any other requirement under the law, comply with the  
8 additional requirements set forth below.

9  
10   ***Environmental Compliance Manager and Written Compliance Plan***

11                   8. Defendants shall retain an independent contractor who shall be referred to herein as  
12 Defendants' Environmental Compliance Management Consultant (or "Consultant"). The  
13 Consultant shall have knowledge, training and experience relating to the requirements of the  
14 following statutory schemes and all regulations issued pursuant thereto: (a) the Underground  
15 Storage of Hazardous Substances Law (California Health and Safety Code, Division 20, Chapters  
16 6.7); (b) the Hazardous Waste Control Law (California Health and Safety Code, Division 20,  
17 Chapters 6.5); and (c) the Hazardous Materials Release Response Law (California Health and  
18 Safety Code, Division 20, Chapters 6.95). The Consultant shall possess and maintain a valid  
19 California UST Inspector Certificate issued by the International Code Council (ICC) as provided  
20 by California Code of Regulations, title 23 section 2715(j) and have no less than five (5) years'  
21 experience as a Unified Program Agency (UPA) inspector.

22                   a. The Consultant shall assist Defendants in the development, modification,  
23 and implementation of a written compliance plan that shall include policies and procedures to  
24 ensure compliance with the laws and regulations set forth in Paragraph 5 and all additional  
25 requirements set forth herein at each facility owned and/or operated and/or developed by one or  
26 both Defendants. The compliance plan shall include policies and procedures to facilitate the  
27 timeliness of all required inspections and other requirements including: monthly DO inspections  
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1 and alarm logs; equipment maintenance and repair; satisfaction of all document maintenance  
2 requirements; fulfillment of all facility employee training requirements; and the timely  
3 demonstration of Defendants' return to compliance to regulatory agencies after any finding of non-  
4 compliance. Defendants shall provide a copy of the compliance plan to Plaintiff within ninety (90)  
5 calendar days after entry of this Final Judgment.

6 b. Defendants shall forward all inspection reports (by both regulatory agencies  
7 and by private contractors) relating to all facilities it owns or operates and all monthly reports  
8 authored by each of its Designated Operators to its Consultant for review immediately upon receipt.  
9 Defendants shall timely and diligently obtain all inspection reports from its private contractors  
10 (which includes all Designated Operators); Defendants shall timely pay contractors in order to  
11 prevent any delay in delivery of inspection reports. Defendants shall take immediate action to  
12 address any violation, failure of equipment, or concerns raised in any inspection report or monthly  
13 DO report.

14 ***Bi-annual Environmental Audit and Status Report***

15 c. Beginning ninety (90) calendar days after entry of this Final Judgment, and  
16 every six (6) months thereafter for five (5) years, Defendants' Consultant shall conduct an audit  
17 assessing the effectiveness of Defendants' compliance with the terms of this Final Judgment and  
18 shall author and submit to Plaintiff a written report ("Status Report") that summarizes the findings  
19 of the audit and sets forth any measures taken and/or planned by Defendants in relation to  
20 compliance with this Final Judgment. The audit and Status Report shall include a review of  
21 inspection reports by any regulatory agency and private contractor (including by any designated  
22 operator) related to any facility owned and/or operated by either Defendant and review of all  
23 documents relating to compliance, including but not limited to UST alarm logs, records  
24 documenting that all personnel requiring training have in fact been trained, forms documenting  
25 inspection of hazardous waste storage areas, and interviews with station employees regarding their  
26 understanding of their roles regarding compliance required by this Final Judgment. The Status  
27 Report shall disclose any notice of violation that either Defendant has received pertaining to the  
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1 matters covered in this Final Judgment, whether received verbally, in written form in conjunction  
2 with a regulatory inspection, in any formal Notice of Violation, or in any other form. The Status  
3 Report shall document the cause of the violation, all actions taken by Defendants in response to  
4 such violation, and any compliance failures of which Defendants are aware.

5 d. Each Status Report shall include the following as attachments: an updated  
6 version of the written compliance plan; all annual monitoring system certifications; secondary  
7 containment testing reports; tank linking inspection reports; monthly Designated Operator (“DO”)  
8 inspection reports; and enhanced leak detection reports. Each Status Report shall be signed by the  
9 Consultant. The certification shall read, “Based on the combination of my personal knowledge  
10 and belief formed in reliance on information provided to me and after conducting reasonable  
11 inquiry, I declare under penalty of perjury that the information contained in and accompanying this  
12 submission is true, accurate, and complete.” Each Status Report shall be completed and submitted  
13 to Plaintiff within thirty (30) days following the above-described six (6)-month period.

14 ***Delivery of Documents to Plaintiff***

15 e. All Status Reports and other documents required to be provided to Plaintiff  
16 shall be mailed to the following address:

17  
18 Office of the District Attorney of Alameda County  
19 Attention: DDA Alyce Sandbach  
20 7677 Oakport Street, Suite 650  
Oakland, CA 94621

21 **CIVIL PENALTIES AND COSTS**

22 9. Defendants shall jointly and severally pay a total settlement amount of FIVE  
23 HUNDRED THOUSAND (\$500,000.00) dollars, in addition to any sums for late payment, as set  
24 forth below. All payments made pursuant to this Final Judgment shall be made by check made  
25 payable to the “Alameda County District Attorney’s Office” and delivered to the Alameda County  
26 District Attorney’s Office, 7677 Oakport Street, Suite 650, Oakland California 94621, to the  
27 attention of DDA Alyce Sandbach, for distribution pursuant to the terms of this Final Judgement.  
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**a. Civil Penalties**

Before the filing of this Stipulation, Defendants shall jointly and severally pay THREE HUNDRED AND TWENTY-SEVEN DOLLARS (\$327,000.00) as civil penalties, which shall be distributed by the Alameda County District Attorney’s Office to the entities identified in, and in accordance with, the amounts specified in Exhibit A which is attached hereto and made a part of this Final Judgment by this reference.

**b. Reimbursement of Costs of Investigation and Enforcement**

Before the filing of this Stipulation, Defendants shall jointly and severally pay ONE HUNDRED AND TWENTY-THREE THOUSAND DOLLARS (\$123,000.00) for costs of investigation, attorney’s fees, and other costs of enforcement, which shall be distributed by the Alameda County District Attorney’s Office to the Local Agencies identified in Exhibit B, which is attached hereto and made a part of this Final Judgment by this reference, in the amounts set forth therein and which shall be distributed to the District Attorney’s Offices identified in Exhibit B in the amounts set forth in the column indicated for payments to be distributed upon Defendants’ first payment.

Defendants shall thereafter jointly and severally pay an additional FIFTY THOUSAND DOLLARS (\$50,000.00) in installments for the remainder of the above-described costs, which shall be distributed by the Alameda County District Attorney’s Office to those District Attorney’s Offices identified in Exhibit B in the amounts set forth as payments to be distributed from Defendants’ installment payments. Defendants shall jointly and severally make each of the installment payments indicated below by the deadlines set forth and in the amounts and to the specific payees indicated:

- a. On or before February 1, 2023, Defendants shall pay the sum of \$4,000 to the “Yolo County District Attorney’s Office.”
- b. On or before March 1, 2023, Defendants shall pay the sum of \$4,000 to the “Sonoma County District Attorney’s Office.”
- c. On or before April 1, 2023, Defendants shall pay the sum of \$4,000 to the “Mendocino County District Attorney’s Office.”

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- d. On or before May 1, 2023, Defendants shall pay the sum of \$4,000 to the “Marin County District Attorney’s Office.”
- e. On or before June 1, 2023, Defendants shall pay the sum of \$4,000 to the “Lake County District Attorney’s Office.”
- f. On or before July 1, 2023, Defendants shall pay the sum of \$4,000 to the “Contra Costa County District Attorney’s Office.”
- g. On or before August 1, 2023, Defendants shall pay the sum of \$4,000 to the “Alameda County District Attorney’s Office.”
- h. On or before September 1, 2023, Defendants shall pay the sum of \$4,000 to the “Yolo County District Attorney’s Office.”
- i. On or before October 1, 2023, Defendants shall pay the sum of \$4,000 to the “Sonoma County District Attorney’s Office.”
- j. On or before November 1, 2023, Defendants shall pay the sum of \$4,000 to the “Alameda County District Attorney’s Office.”
- k. On or before December 1, 2023, Defendants shall pay the sum of \$4,000 to the “Yolo County District Attorney’s Office.”
- l. On or before January 1, 2024, Defendants shall pay the sum of \$4,000 to the “Alameda County District Attorney’s Office.”
- m. On or before February 1, 2024, Defendants shall pay the following sums to the payees indicated:
  - i. \$500.06 to the “Yolo County District Attorney’s Office;”
  - ii. \$333.32 to the “Sonoma County District Attorney’s Office;”
  - iii. \$166.66 to the “Mendocino County District Attorney’s Office;”
  - iv. \$166.66 to the “Marin County District Attorney’s Office;”
  - v. \$166.66 to the “Lake County District Attorney’s Office;”
  - vi. \$166.66 to the “Contra Costa District Attorney’s Office;” and
  - vii. \$499.98 to the “Alameda County District Attorney’s Office.”

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***c. Late Payments***

If Defendants fail to timely make any installment payment as required above in full, Defendants shall pay forthwith an additional ONE THOUSAND DOLLARS (\$1,000.00) for each day the installment payment is late, not to exceed a total of FIFTY THOUSAND DOLLARS (\$50,000.00), which shall be delivered and made payable to the Alameda County District Attorney’s Office and which shall thereafter be distributed evenly among the District Attorney’s Offices who represent Plaintiff herein. Defendants shall have the right to prepay a portion or the entire obligation at any time without penalty.

***d. Filing Fees***

Defendants will also provide the People with a check made payable to the “Alameda County Superior Court” in the amount of EIGHT HUNDRED AND SEVENTY DOLLARS (\$870.00), which will be deposited with the Clerk of the Court as Defendants’ first appearance fees.

**ENFORCEMENT OF FINAL JUDGMENT**

10. The People may move this Court for additional relief for violation of any provision of this Final Judgment, including but not limited to, contempt, additional injunctive remedies, or additional penalties. Nothing in this Final Judgment shall limit any rights of the People to seek any other relief or remedies provided by law. Nothing in this Final Judgment shall limit the rights of Defendants to defend against any request of the People for relief or remedies, including, but not limited to, contempt, additional injunctive provisions, or additional penalties for violation of this Final Judgment.

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

**MATTERS RESOLVED BY THIS FINAL JUDGMENT**

12. This Final Judgment is a final and binding resolution and settlement of all claims, violations and causes of action expressly alleged by the People in the Complaint, including any

1 violations that were known to the People and could have been asserted against Defendants in the  
2 Complaint under California Health & Safety Code, Division 20, Chapters 6.5, 6.7, or 6.95, at the  
3 time of the filing of the Complaint. These claims, violations, and causes of actions shall be known  
4 as "Covered Matters," unless exempted below. Any claim, violation, or cause of action that is not  
5 a Covered Matter is a "Reserved Claim."

6 13. Reserved Claims include, without limitation, any violation that occurs after the  
7 filing of this Final Judgment and any claim, violation, or cause of action against independent  
8 contractors or subcontractors retained to do work for either Defendant.

9 14. This Judgment does not include claims or causes of action against Defendants for  
10 performance of cleanup, corrective action, or response action for any past or future releases, spills,  
11 or disposals of hazardous waste and/or substances for which either Defendant is a responsible party  
12 or otherwise liable.

13 15. Nothing in this Final Judgment is intended nor shall it be construed to preclude the  
14 People, or any state, county, city, or local agency, department, board or entity, or any local agency  
15 from exercising its authority under any law, statute or regulation. Furthermore, nothing in this  
16 Final Judgment shall be construed to excuse either Defendant from compliance with any applicable  
17 statutes, regulations, local ordinances or permitting requirements or any other law or applicable  
18 requirement.

### 19 INTEGRATION

20 16. The failure of the People to enforce any provision of this Final Judgment shall  
21 neither be deemed a waiver of such provision nor in any way affect the validity of this Final  
22 Judgment. The failure of the People to enforce any such provision shall not preclude it from later  
23 enforcing the same or any other provision of this Final Judgment. No oral advice, guidance,  
24 suggestion or comment by employees or officials of any Party regarding matters covered in this  
25 Final Judgment shall be construed to relieve any Party of its obligations under this Final  
26 Judgment.

1                                   **ABILITY TO INSPECT AND COPY RECORDS AND DOCUMENTS**

2           17.    Upon five (5) days' notice, Defendants shall permit any duly authorized  
3 representative of the People to inspect and copy records and documents relevant to determine  
4 compliance with the terms of this Final Judgment. Nothing in this paragraph is intended to  
5 require access to or production of any documents that are protected from production or disclosure  
6 by the attorney-client privilege, attorney work product doctrine, any other applicable privilege,  
7 defense, exemption, or immunity afforded to Defendants under applicable law, nor does it waive  
8 any of the objections or defenses to which Defendants would be entitled in responding to requests  
9 for documents made by subpoena or other formal legal process or discovery. This paragraph  
10 shall not limit the People's authority, nor the authority of any other government agency, to access  
11 or obtain information, records or documents pursuant to any other statute or regulation.

12  
13                                   **PAYMENT OF LITIGATION EXPENSES AND FEES**

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


16  
17                                   **INTERPRETATION**

18           19.    This Final Judgment was drafted by both Parties. The Parties agree that  
19 the rule of construction holding that ambiguity is construed against the drafting party shall not  
20 apply to the interpretation of this Final Judgment.

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22                                   **EFFECTIVE DATE OF FINAL JUDGMENT**

23           20.    This Final Judgment shall become effective upon entry and Notice of Entry of  
24 Judgment is waived.

25                                   FD DEGH  
26 Dated: \_\_\_\_\_, 2022

27                                     
JUDGE OF THE SUPERIOR COURT

28                                   **Charles Smiley / Judge**



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**EXHIBIT A TO FINAL JUDGMENT**

**Civil penalties**

Payment to	Employer ID (FEIN)	Amount
<b>District Attorney's Offices</b>		
Alameda County District Attorney's Office	94-6000501	\$70,000.00
Contra Costa County District Attorney's Office	94-6000509	\$24,500.00
Lake County District Attorney's Office	94-6000825	\$24,500.00
Marin County District Attorney's Office	94-6000519	\$24,500.00
Mendocino County District Attorney's Office	94-6000520	\$24,500.00
Sonoma County District Attorney's Office	94-6000539	\$49,000.00
Yolo County District Attorney's Office	94-6000548	\$70,000.00
<i>Subtotal for penalties to District Attorney's Offices</i>		<i>\$287,000.00</i>
Contra Costa County Health Services Hazardous Materials Program	94-6000509	\$5,000.00
Lake County Division of Environmental Health	94-6000825	\$5,000.00
Marin County CUPA	94-6000519	\$5,000.00
Mendocino County Environmental Health Division	94-6000520	\$5,000.00
San Leandro Environmental Services	94-6000421	\$10,000.00
Santa Rosa Fire Department	94-6000539	\$5,000.00
Yolo County Department of Environmental Health	94-6000548	\$5,000.00
<i>Subtotal for penalties to Local Agencies</i> <i>\$40,000.00</i>		
<b>Total Civil Penalties</b>		<b>\$327,000.00</b>

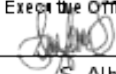
**EXHIBIT B TO FINAL JUDGMENT**

**Partial reimbursement of Plaintiff's attorney's fees, investigation, and other costs of enforcement**

Payment to	Employer ID (FEIN)	To be distributed upon Defendants' first payment	To be distributed from Defendants' installment payments
<b>District Attorney's Offices Partial Costs</b>			
Alameda County District Attorney's Office	94-6000501	\$17,500.02	\$12,499.98
Contra Costa County District Attorney's Office	94-6000509	\$6,333.34	\$4,166.66
Lake County District Attorney's Office	94-6000825	\$6,333.34	\$4,166.66
Marin County District Attorney's Office	94-6000519	\$6,333.34	\$4,166.66
Mendocino County District Attorney's Office	94-6000520	\$6,333.34	\$4,166.66
Sonoma County District Attorney's Office	94-6000539	\$12,666.68	\$8,333.32
Yolo County District Attorney's Office	94-6000548	\$17,499.94	\$12,500.06
<i>Payment/Installment Subtotals</i>		\$73,000.00	\$50,000.00
<i>District Attorney's Offices' Costs</i>		<i>Subtotal</i>	\$123,000.00
<b>Local Agencies' Partial Costs</b>			
Contra Costa County Health Services Hazardous Materials Program	94-6000509	\$5,000.00	
Lake County Division of Environmental Health	94-6000825	\$5,000.00	
Marin County CUPA	94-6000519	\$5,000.00	
Mendocino County Environmental Health Division	94-6000520	\$5,000.00	
San Leandro Environmental Services	94-6000421	\$10,000.00	
Santa Rosa Fire Department	94-6000539	\$5,000.00	
Yolo County Department of Environmental Health	94-6000548	\$5,000.00	
Yolo County Weights and Measures	94-6000548	\$10,000.00	
<i>Local Agencies' Costs</i>		<i>Subtotal</i>	\$50,000.00
<b>Total Costs</b>		<b>\$173,000.00</b>	

APPENDIX

<p>NANCY E. O'MALLEY District Attorney, County of Alameda Alyce Sandbach, SBN 141894 Deputy District Attorney 7677 Oakport Street, Suite 650 Oakland, CA 94621 (510) 383-8600</p>	<p>DIANA BECTON District Attorney, County of Contra Costa Stacey Grassini, SBN 154937 Senior Deputy District Attorney 900 Ward Street Martinez, CA 94553 (925) 957-2200</p>
<p>SUSAN J. KRONES District Attorney, Lake County 255 North Forbes Street Lakeport CA 95453 (707) 263-2251</p>	<p>LORI FRUGOLI District Attorney, County of Marin Andres H. Perez, SBN 186219 Deputy District Attorney 3501 Civic Center Dr., Rm. 145 San Rafael, CA 94903 (415) 4736450</p>
<p>C. DAVID EYSTER District Attorney, County of Mendocino 100 N State St, Room G-10 Ukiah, CA 95482 (951) 955-5400</p>	<p>JILL R. RAVITCH District Attorney, County of Sonoma Caroline Fowler, SBN 110313 Deputy District Attorney 2300 County Center Dr., Ste. B170 Santa Rosa, CA 95403 (707) 565-3161</p>
<p>JEFF W. REISIG District Attorney, County of Yolo David J. Irej, SBN 142864 Assistant Chief Deputy District Attorney 301 Second Street Woodland, CA 95695 (916) 666-8180</p>	

<b>SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA</b>	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612	<b>FILED</b> Superior Court of California County of Alameda 01/13/2023
PLAINTIFF/PETITIONER: The People of the State of California	Chad Finke, Executive Officer / Clerk of the Court By:  Deputy
DEFENDANT/RESPONDENT: FAIZAN CORPORATION, a California corporation et al	S. Albert
<b>CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6</b>	CASE NUMBER: 22CV023017

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served one copy of the Order FINAL JUDGMENT AND PERMANENT INJUNCTION entered herein upon each party or counsel of record in the above entitled action, by electronically serving the document(s) from my place of business, in accordance with standard court practices.

Alyce Sandbach  
Alameda County District Attorney's Office  
alyce.sandbach@acgov.org

Chad Finke, Executive Officer / Clerk of the Court

Dated: 01/13/2023

By:



S. Albert, Deputy Clerk