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The People of the State of California*

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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO CIVIL DIVISION
APR 25 2024
BY: VERONICA GONZALEZ, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

THE PEOPLE OF THE STATE OF
CALIFORNIA,

Plaintiff,

v.

XPO, INC., a Delaware Corporation; and
XPO LOGISTICS FREIGHT, INC., a
Delaware Corporation,

Defendants.

Case No. CIVSB2407071

~~AMENDED [PROPOSED]~~ FINAL
JUDGMENT AND INJUNCTION
PURSUANT TO STIPULATION

WHEREAS, THE PEOPLE OF THE STATE OF CALIFORNIA, appearing through its attorneys: Jason Anderson, District Attorney of San Bernardino County; Pamela Y. Price, District Attorney of Alameda County; Michael L. Ramsey, District Attorney of Butte County; Lisa A. Smittcamp, District Attorney of Fresno County; Stacey J. Eads, District Attorney of Humboldt County; George Marquez, District Attorney of Imperial County; Cynthia J. Zimmer, District Attorney of Kern County; Sarah Hacker, District Attorney of Kings County; Hydee Feldstein Soto, City Attorney of Los Angeles; George Gascón, District Attorney of Los Angeles County; Jeannine M. Pacioni, District Attorney of Monterey County; Todd Spitzer, District Attorney of Orange

1 County; Michael A. Hestrin, District Attorney of Riverside County; Thien Ho, District Attorney of
2 Sacramento County; Summer Stephan, District Attorney of San Diego County; Ronald J. Freitas,
3 District Attorney of San Joaquin County; Dan Dow, District Attorney of San Luis Obispo County;
4 Jeffrey F. Rosen, District Attorney of Santa Clara County; Stephanie A. Bridgett, District Attorney
5 of Shasta County; Carla Rodriguez, District Attorney of Sonoma County; and Erik Nasarenko,
6 District Attorney of Ventura County (collectively referred to herein as Plaintiff or “the People”);
7 and Defendants XPO, Inc., a Delaware Corporation and XPO Logistics Freight, Inc., a Delaware
8 Corporation, (collectively hereafter “Defendants”) generally appearing through their attorney Gary
9 J. Smith, of Beveridge & Diamond, PC, have entered into a Stipulation for this Final Judgment and
10 Injunction (“Stipulation”) and have thereby agreed to entry of this Final Judgment and Injunction
11 (“Final Judgment”) without the taking of proof and without the Stipulated Final Judgment
12 constituting evidence of an admission or a denial by any party regarding any issue of fact or law
13 alleged in the Complaint, and Defendants having waived the right to appeal, and good cause
14 appearing:

15 WHEREAS the Parties have worked cooperatively together for approximately 18 months,
16 including meeting and exchanging documents, and visiting two of Defendants’ facilities to observe
17 the storage and handling of hazardous materials and hazardous waste before entering into this
18 Stipulated Judgment;

19 WHEREAS Defendants have demonstrated a serious commitment to ongoing compliance
20 with environmental statutes and regulations through prompt corrective action, the hiring of
21 additional staff, a change of leadership at various corporate levels, a reinvestment in vendor
22 relationships that provide services such as underground storage tank monitoring and hazardous
23 waste removal, and an enhancement in the use of technology to track environmental compliance
24 requirements and deadlines;

25 WHEREAS, Defendants made modifications to their existing standard operating procedures
26 to improve their handling of hazardous waste and improve their compliance with laws and
27 regulations pertaining to aboveground and underground storage tanks by enhancing coordination
28 between facility and corporate teams and retrained employees on these processes and procedures;

1 WHEREAS, Defendants instigated improved communication with local Certified Unified
2 Program Agencies (UPAs) aimed at ensuring tracking, awareness, and prioritization of UPA
3 inspections, documents, and other communications;

4 AND WHEREAS, the Court finds that the Stipulation and Final Judgment are fair and in the
5 public interest;

6 NOW THEREFORE, upon consent of the aforementioned Parties, **IT IS HEREBY**
7 **ORDERED, ADJUDGED, AND DECREED THAT:**

8 JURISDICTION

9 This action is brought under California law and this Court has jurisdiction over the subject
10 matter and over Plaintiff and Defendants (collectively “the Parties”). The Parties agree that the
11 Superior Court for the County of San Bernardino is a proper venue for this action.

12 DEFINITIONS

13 1. Except where otherwise expressly defined in this Final Judgment, the definitions set
14 forth in the following statutory schemes and all regulations issued pursuant thereto, shall apply to
15 the technical terms used herein: (a) the Underground Storage of Hazardous Substances Law
16 (California Health and Safety Code, Division 20, Chapters 6.7); (b) the Hazardous Waste Control
17 Law (California Health and Safety Code, Division 20, Chapters 6.5); (c) the Hazardous Materials
18 Release Response Plans and Inventory Law (California Health and Safety Code, Division 20,
19 Chapters 6.95); (d) the Aboveground Petroleum Storage Act Law (California Health and Safety
20 Code, Division 20, Chapters 6.67); and (e) section 17200 *et seq.* of the Business and Professions
21 Code.

22 a. “Facility” or “Facilities” mean the locations within the State of California
23 listed in **Exhibit A** and any facility Defendants acquire as owner or operator subsequent to the
24 Effective Date of this Final Judgment.

25 INJUNCTION

26 *Applicability*

27 2. The provisions of this injunction are applicable to the Defendants, their successors
28 and assigns, their agents, representatives, officers, directors, managers, subsidiaries, and to all

1 persons, employees, and corporations and other entities acting under, by, through or on behalf of, or
2 in concert with either Defendant with actual or constructive knowledge of this Final Judgment, with
3 regard to the Facilities. Independent Contractors and subcontractors are not covered by this Final
4 Judgment.

5 ***Compliance with Applicable Statutes, Regulations, and Permits***

6 3. Pursuant to the provisions of Health and Safety Code sections 25299.01, 25299.04,
7 25181, 25184, 25515.6, 25515.8, 25270.12(d) and Business and Professions Code Section 17203,
8 Defendants are enjoined and restrained from violating Chapters 6.7, 6.67, 6.5 and 6.95 of Division
9 20 of the Health and Safety Code and the regulations enacted pursuant to those Chapters.

10 ***Specific Injunctive Provisions***

11 4. Pursuant to the provisions of Health and Safety Code sections 25299.01, 25299.04,
12 25270.12, 25181, 25184, 25515.6, 25515.8, and Business and Professions Code Section 17203,
13 Defendants are enjoined and restrained from failing to comply with any of the following legal
14 requirements at any Facility either Defendant owns and/or operates:

15 **Underground Storage Tank (UST) Requirements**

16 a. Defendants shall, at all times, possess a current and valid permit to
17 operate each UST, and retain a copy of said permit at each Facility as required by Health and Safety
18 Code section 25284 and California Code of Regulations, Title 23, section 2712(i).

19 b. Pursuant to Health and Safety Code section 25286(a) and California Code
20 of Regulations, Title 23, section 2712, Defendants shall comply with the terms of their UST
21 permits, including, but not limited to, timely notifying the Uniformed Program Agencies (UPA) of
22 any changes to the information provided.

23 c. In any permit application submitted pursuant to California Code of
24 Regulations, Title 23, section 2711, Defendants shall provide complete and accurate information. If
25 Defendants learn that a permit application contains incomplete or inaccurate information,
26 Defendants shall, upon discovery, supplement its permit application so as to satisfy the requirements
27 of California Code of Regulations, Title 23, section 2711.

28 d. Defendants shall maintain on-site at their Facilities, or off-site at a readily

1 available location approved by the UPA, written monitoring and maintenance records and shall
2 make the records available to the UPA or State Water Board as required by California Code of
3 Regulations, Title 23, section 2712(b).

4 e. Defendants shall maintain evidence of financial responsibility for taking
5 corrective action and for compensating third parties as required by Health and Safety Code section
6 25292.2. Proof of financial responsibility must be filed each year on time as required by Health and
7 Safety Code section 25292.2 and 23 CCR sections 2805-2809.2.

8 f. Defendants shall not operate a UST system without having in place a
9 monitoring and response plan approved by the UPA and specified in the UST operating permit as
10 required by California Code of Regulations, Title 23, sections 2632(d), 2634(e), 2641(h) and
11 2712(i).

12 g. Defendants shall have a properly qualified service technician test leak
13 detection equipment as required every twelve (12) months (vapor, pressure, hydrostatic (VPH)
14 system, sensors, line-leak detectors (LLD), automatic tank gauge (ATG), etc.) as required by
15 California Code of Regulations, Title 23, sections 2638(a-b), 2641(j) and 2715(f).

16 h. The UST system shall be designed and constructed with a monitoring
17 system capable of detecting the entry of hazardous substance into the secondary containment as
18 required by Health and Safety Code section 25291(b) and California Code of Regulations, Title 23,
19 section 2636(a).

20 i. Defendants shall install or maintain liquid-tight spill containers that have
21 a minimum capacity of five (5) gallons and have a functional drain valve or other method for the
22 removal of liquid from the spill container as required by California Code of Regulations, Title 23,
23 sections 2635(b)(1) and 2665.

24 j. Defendants shall construct, operate, and maintain primary containment
25 that is product-tight as required by Health and Safety Code sections 25290.1(c)(1), 25290.2(c)(1),
26 25291(a)(1) and California Code of Regulations, Title 23, section 2631(a).

27 k. All monitoring and leak-detecting equipment including, but not limited to,
28 leak-detecting sensors shall be installed, calibrated, operated, and maintained in accordance with the

1 manufacturer's instructions as required by California Code Regulations, Title 23, sections 2638(a)
2 and 2641(j).

3 l. Defendants shall install, place, and maintain all leak-detecting equipment,
4 so that the equipment, including leak-detecting sensors, is capable of detecting a leak at the earliest
5 possible opportunity as required by California Code of Regulations, Title 23, sections 2630(d) and
6 2641(a).

7 m. Defendants shall submit any proposed upgrade or repair of a UST system
8 to the UPA for its approval as required by California Code of Regulations, Title 23, section 2660(k)
9 and shall obtain the UPA's approval before proceeding, pursuant to California Code of Regulations,
10 Title 23, section 2662(a). If Defendants are unsure whether UPA approval is required for work on a
11 UST system, they may request clarification from the UPA in writing and may rely on the UPA's
12 response. If no response is received within thirty (30) days of Defendant's request for clarification,
13 and Defendants reasonably believe that no UPA approval is required under law, Defendants may
14 proceed as proposed, subject to all applicable laws.

15 n. Defendants shall at all times have a qualified designated UST operator for
16 their tanks as required by California Code of Regulations, Title 23, section 2715(b) and shall
17 identify the designated UST operator to the relevant UPA as required by California Code of
18 Regulations, Title 23, section 2715(a).

19 o. Defendants shall implement the corrections specified in any inspection
20 report within thirty (30) days of receiving the inspection report from either the UPA or special
21 inspector as required by California Code of Regulations, Title 23, section 2712(f) unless the UPA
22 grants additional time or directs a shorter period of time.

23 p. Defendants shall ensure that a qualified designated UST operator
24 performs a monthly visual inspection of every UST system as required by California Code of
25 Regulations, Title 23, section 2716 and conducts the training required by California Code of
26 Regulations, Title 23, section 2715(c) and (f).

27 q. Defendants shall ensure that at least one employee present during
28 operating hours has current training regarding the underground storage tank system, the employee's

1 role with regard to the monitoring equipment, the employee's role with regard to spills and overfills
2 and the name of the person to contact for emergencies and monitoring equipment alarms as required
3 by California Code of Regulations, Title 23, section 2715(c).

4 r. Defendants shall ensure that the designated UST operator has access to all
5 materials (including, but not limited to, alarm history reports and logs), all areas of the facility and
6 all employees necessary for the designated UST operator to complete the tasks required by
7 California Code of Regulations, Title 23, sections 2715 and 2716.

8 s. Defendants shall address any maintenance, repair or testing issues
9 identified by the designated UST operator during the monthly inspection as required by law, and
10 shall sign the designated operator reports as required by California Code of Regulations, Title 23,
11 section 2716(e).

12 t. Defendants shall maintain on-site and available for inspection, or off-site
13 at a readily available location if approved by the UPA, copies of the "Designated Underground
14 Storage Tank Operator Visual Inspection Report" and all attachments for thirty-six (36) months as
15 required by California Code of Regulations, Title 23, section 2716(f).

16 u. Defendants shall maintain records of repairs, linings, and upgrades on-
17 site, or off-site if approved by the UPA, for the life of the UST as required by California Code of
18 Regulations, Title 23, section 2712(b)(6).

19 v. Defendants shall operate the UST system to prevent unauthorized releases
20 including leaks, spills, and/or overfills as required by Health and Safety Code section 25292.1(a).

21 w. Defendants shall insure that all underground piping with secondary
22 containment is equipped with a continuous monitoring system that either activates an audible or
23 visual alarm or stops the flow of the hazardous substance at the dispenser when it detects a leak as
24 required by the California Code of Regulations, Title 23, section 2636(f)(1).

25 x. Defendants shall submit the "Underground Storage Tank Statement of
26 Understanding and Compliance Form" as required by California Code of Regulations, Title 23,
27 sections 2715(a)(1)(A) and 2715(a)(2).

28 y. Defendants shall not deposit or allow the deposition of petroleum or a

1 hazardous substance into a UST that has a red tag affixed to the fill pipe as prohibited by Health and
2 Safety Code section 25292.3(c) and California Code of Regulations, Title 23, section 2717.1(f).

3 z. Defendants shall maintain the interstitial space such that a breach in the
4 primary or secondary containment is detected before the liquid or vapor phase of the hazardous
5 substance stored in the UST tank is released into the environment as required by Health and Safety
6 Code section 25290.1(e).

7 aa. Defendants shall maintain secondary containment as required by Health
8 and Safety Code sections 25290.1(c), 25290.1(e), 25290.2(c), and 25291(a)(2).

9 bb. Defendants shall maintain monitoring records for thirty-six (36) months
10 and maintain maintenance records for the release detection system for sixty (60) months as required
11 by California Code of Regulations, Title 23, sections 2712(b)(1) and 2712(b)(2).

12 cc. Defendants shall conduct secondary containment testing as required by
13 California Code of Regulations, Title 23, section 2637(a) and submit a complete copy of the
14 secondary containment system test results for any Facility they own or operate to the relevant UPA
15 within thirty (30) days after the test as required by California Code of Regulations, Title 23, section
16 2637(e) and (f).

17 dd. Defendants shall ensure that the designated UST operator trains all
18 employees at each Facility owned or operated by either Defendant in the proper operation and
19 maintenance of the UST system at least once every twelve (12) months, and before any new
20 employee begins work at one of these Facilities, and have at least one Facility employee present
21 during operating hours that has been trained in the proper operation and maintenance of the UST
22 system as required by California Code of Regulations, Title 23, section 2715(c).

23 ee. For any unauthorized release, as defined in Health and Safety Code
24 section 25295.5, Defendants shall record the unauthorized release, timely notify the UPA of the
25 unauthorized release, and timely provide to the UPA a full written report of the unauthorized release
26 as required by Health and Safety Code sections 25294 and 25295(a)(1) and California Code of
27 Regulations, Title 23, sections 2650 through 2652.

28 ff. Defendants shall install and maintain automatic line leak detectors on all

1 underground pressurized piping as required by California Code of Regulations, Title 23, section
2 2636(f)(2).

3 gg. Defendants shall maintain overfill prevention equipment as required by
4 California Code of Regulations, Title 23 section 2635 and 2637.2.

5 hh. Defendants shall timely complete the overfill prevention equipment
6 inspection required by California Code of Regulations, Title 23, section 2637.2.

7 ii. Defendants shall submit a copy of the overfill prevention equipment
8 inspection results on the "Overfill Prevention Equipment Inspection Report Form" to the UPA with
9 thirty (30) days after the inspection as required by California Code of Regulations, Title 23, sections
10 2637.2(d-e) and 2665(a-b).

11 jj. Defendants shall submit the "Designated Underground Storage Tank
12 Operator Identification Form" within thirty (30) days of installing a UST system or within thirty
13 (30) days of a change in Designated Operator as required by California Code of Regulations, Title
14 23, sections 2715(a)(3) and 2715(a)(1)(B).

15 **Hazardous Waste Control Act Requirements**

16 kk. Defendants shall obtain an Identification Number prior to treating,
17 storing, disposing of, transporting, or offering for transportation any hazardous waste as required by
18 California Code of Regulations, Title 22, section 66262.12.

19 ll. Defendants shall determine if a generated waste is a "hazardous waste" as
20 required by California Code of Regulations, Title 22, sections 66262.11 and 66260.200(c).

21 mm. Defendants shall accumulate universal waste for no longer than one year
22 and demonstrate the length of time that the universal waste has been accumulated from the date it
23 became a waste or was received as required by California Code of Regulations, Title 22, section
24 66273.35.

25 nn. Defendants shall label or mark universal waste to identify the type of
26 universal waste as required by California Code of Regulations, Title 22, section 66273.34.

27 oo. Defendants shall not permit an employee to provide labor or services
28 relating to the handling, storage, or disposal of hazardous waste unless the employee has received

1 the required hazardous waste and material training, and no more than one year has elapsed since the
2 employee was last trained as required by California Code of Regulations, Title 22, section 66265.16.

3 pp. Defendants shall maintain a "Training Roster" for each training
4 identifying the person providing the training, the location where the training was conducted, a
5 listing of the name of each employee attending the training, any employee identification number for
6 each employee attending the training, the date of the training, and the employee's signature
7 acknowledging attendance at the training as required by Health and Safety Code section
8 25505(a)(4), California Code of Regulations, Title 19, section 2659, and California Code of
9 Regulations, Title 22, section 66265.16(d).

10 qq. Defendants shall maintain a copy of a training roster evidencing each
11 employee's training at each Facility location where the employee provides any labor or services and
12 have that roster available for review. Such records shall be documented electronically or by hard
13 copy, as required by Health and Safety Code section 25505(a)(4).

14 rr. Defendants shall review the Training Roster on an annual basis to ensure
15 each employee at the Facility has received the training required pursuant to California Code of
16 Regulations Title 22, section 66265.16, and that less than one year has elapsed since the employee
17 last received the required training.

18 ss. Defendants shall maintain a copy of each Training Roster at each Facility
19 for a period of three (3) years from the date the training was conducted, regardless of the duration of
20 the employee's employment as required by Health and Safety Code, section 25505(a)(4), and
21 California Code of Regulations Title 19, section 2659.

22 tt. Defendants shall maintain and operate the facility to minimize the
23 possibility of a fire, explosion, or any unplanned sudden or non-sudden release of hazardous waste
24 or hazardous waste constituents to air, soil, or surface water which could threaten human health or
25 the environment as required by California Code of Regulations, Title 22, section 66265.31 and Title
26 40 of Code of Federal Regulations, section 265.31.

27 uu. Defendants shall post next to the telephone, the name and telephone
28 number of the emergency coordinator; location of fire extinguishers and spill control material, and,

1 if present, fire alarm; and the telephone number of the fire department, unless the facility has a
2 direct alarm as required by California Code of Regulations, Title 22, section 66262.34(d)(2) and
3 Title 40 of Code of Federal Regulations, section 262.34(d)(5)(ii).

4 vv. Defendants shall clearly and visibly mark each tank or container of
5 hazardous waste stored at Defendants' Facilities with the following information: (i) the tank or
6 container shall be labeled, "HAZARDOUS WASTE; (ii) the date upon which each period of
7 accumulation began; (iii) the date the applicable accumulation period began;" (iv) the physical state
8 of the wastes; (v) a statement of the hazardous properties of the waste, e.g. "flammable", "reactive",
9 etc.; and the name and the name and address of the Facility producing the waste as required by
10 California Code of Regulations, Title 22, sections 66262.34(f).

11 ww. Defendants shall prepare and file a hazardous waste manifest, with the
12 Department of Toxic Substance Control ("DTSC") within thirty (30) days of submitting hazardous
13 waste for transportation, for all hazardous waste that is transported, or submitted for transportation,
14 to offsite handling, treatment, storage, disposal, or any combination thereof, from any Facility and
15 keep a copy of each signed manifest for three (3) years from the date the waste was accepted by the
16 initial transporter as required by Health and Safety Code section 25160(b)(3) and California Code of
17 Regulations, Title 22, sections 66262.23(a) and 66262.40(a).

18 xx. Defendants shall send hazardous waste offsite for treatment, storage, or
19 disposal within ninety (90) days for every Facility that generates 1,000 kilograms or more per month
20 as required by Health and Safety Code section 25123.3(b)(1) and (h) and California Code of
21 Regulations, Title 22, sections 66262.34(a) and (c).

22 yy. Defendants shall prevent intentional contamination of used oil with other
23 hazardous waste other than minimal amounts of vehicle fuel as required by Health and Safety Code
24 section 25250.7(a).

25 zz. Defendants shall test and maintain all facility communications or alarm
26 systems, fire protection equipment, spill control equipment, and decontamination equipment to
27 assure its proper operation in time of emergency as required by California Code of Regulations,
28 Title 22, sections 66262.34(d)(2) and Title 40 of Code of Federal Regulations, sections 262.34(d)(4)

1 and 265.33.

2 aaa. Defendants shall maintain copies of hazardous-waste manifests for three
3 (3) years, as required by California Code of Regulations, Title 22, section 66262.40(a).

4 **Hazardous Materials Release, and Response Plan Requirements**

5 bbb. Pursuant to Health and Safety Code section 25508, Defendants shall
6 annually submit Hazardous Materials Business Plans (HMBP's or "business plans") to the
7 California Environmental Reporting System (CERS) for each Facility that handles hazardous
8 materials in or above the threshold quantities specified in California Code of Regulations, Title 19,
9 section 2651 and maintain copies onsite as required by law. The submission shall include: the
10 Business Activities page of the Unified Program Consolidated Form; the Hazardous Materials-
11 Chemical Description Page; an Annotated Site Map as required by California Code of Regulations,
12 Title 19, section 2652; and an Emergency Response Plan as required by California Code of
13 Regulations, Title 19, section 2658.

14 ccc. Defendants shall have a business plan readily available to personnel of the
15 business with responsibilities for emergency response or training as required by Health and Safety
16 Code section 25505(c).

17 ddd. Defendants shall electronically update their business plans within thirty
18 (30) days of any one of the following events: (1) one hundred percent or more increase in quantity
19 of previously disclosed material; (2) any handling of a previously undisclosed hazardous materials
20 at or above reportable quantities; (3) change of business address, business ownership, or business
21 name; or (4) a substantial change in the handler's operations that requires modification to any
22 portion of the business plan as required by Health and Safety Code section 25508.1(a through f).

23 eee. Defendants shall provide initial and annual training to all employees in
24 safety procedures in the event of a release or threatened release of a hazardous material and
25 document and maintain training records for a minimum of three (3) years as required by Health and
26 Safety Code section 25505(a)(4) and California Code of Regulations, Title 19, section 2659(b).

27 fff. Defendants shall establish and electronically submit an adequate training
28 program in safety procedures in the event of a release or threatened release of a hazardous material

1 as required by Health and Safety Code sections 25505(a)(4), 25508(a)(1), 25508(a)(3) and
2 California Code of Regulations, Title 19, sections 2658 and 2659.

3 **Aboveground Petroleum Storage Act Requirements**

4 ggg. Defendants shall have a licensed professional engineer properly review
5 and certify the Spill Prevention Control and Countermeasure (SPCC) Plan as required by Health and
6 Safety Code section 25270.4.5(a) and Title 40 of Code of Federal Regulations, section 112.3(d).

7 hhh. Defendants shall promptly correct visible discharges and promptly
8 remove any accumulations of oil in diked areas or other permissible systems as required by Health
9 and Safety Code section 25270.4.5(a) and Title 40 of Code of Federal Regulations, section 112.8(c).

10 iii. Defendants shall test or inspect each aboveground container for integrity
11 based on industry standards as discussed in the SPCC Plan as required by Health and Safety Code
12 section 25270.4.5(a) and Title 40 of Code of Federal Regulations, section 112.8(c)(6).

13 ***Environmental Compliance Management Program***

14 5. Pursuant to the provisions of Health and Safety Code sections 25181, 25184,
15 25299.01, 25299.04, 25270.12, 25515.6, 25515.8, and Business and Professions Code section
16 17203, Defendants shall, in addition to any other requirement under the law, comply with the
17 additional requirements set forth below.

18 **Environmental Compliance Manager and Written Compliance Plan**

19 a. Defendants shall hire or designate and retain a person to act as the
20 Environmental Compliance Manager (or "ECM").

21 b. The ECM shall have no less than five (5) years of verifiable applicable
22 training and experience relating to hazardous materials management. The ECM shall be familiar
23 with the requirements of the following areas of California law: (a) the Underground Storage of
24 Hazardous Substances Law; (b) the Hazardous Waste Control Law; (c) the Hazardous Materials
25 Release Response Law; and (d) the Aboveground Petroleum Storage Act Law.

26 c. The ECM shall assist in the development and implementation of a written
27 compliance plan that shall include policies and procedures designed to ensure compliance with the
28 laws and regulations set forth in Paragraph 5 and all additional requirements set forth herein at each

1 Facility owned and/or operated by Defendants in California. The compliance plan shall include
2 policies and procedures to facilitate the timeliness of all required inspections and other requirements
3 including: monthly DO inspections and alarm logs; equipment maintenance and repair; satisfaction
4 of all document maintenance requirements; fulfillment of all Facility employee training
5 requirements; and the timely demonstration of Defendants' return to compliance to regulatory
6 agencies after any finding of non-compliance. Defendants shall provide a copy of the compliance
7 plan to Plaintiff within ninety (90) calendar days after entry of this Final Judgment.

8 d. The ECM shall have access to all inspection reports (by both regulatory
9 agencies and by private contractors) relating to all Facilities Defendants own or operate and all
10 monthly reports authored by each of its Designated UST Operators. Defendants shall timely and
11 diligently obtain all inspection reports from its private contractors (which includes all Designated
12 UST Operators). Defendants shall take prompt action, commensurate with the circumstances, to
13 address any violation, failure of equipment, or concerns raised in any inspection report or monthly
14 DO report.

15 **Annual Environmental Inspection and Status Report**

16 e. No later than August 31, 2024, and every year thereafter, the ECM or
17 their direct subordinates shall direct an inspection of each of Defendants' Facilities to assure
18 compliance with the laws and regulations set forth in Paragraph 5. The ECM shall also assess the
19 effectiveness of Defendants' compliance with the terms of this Final Judgment and shall author and
20 submit to the persons listed in **Exhibit B** a written report covering the twelve months preceding
21 August 31 ("Status Report") that summarizes the findings of the inspection, and sets forth any
22 measures taken and/or planned by Defendants in relation to compliance with this Final Judgment.
23 The Status Report shall include a review of inspection reports by any regulatory agency and DO
24 related to any Facility owned and/or operated by Defendants. The Status Report shall also include a
25 review of relevant documents relating to compliance, including but not limited to UST alarm logs,
26 records documenting personnel training, forms documenting inspection of hazardous waste storage
27 areas, and interviews with employees regarding their understanding of their roles regarding
28 compliance required by this Final Judgment. The Status Report shall disclose any written notice of

1 violation that Defendants have received pertaining to the matters covered in this Final Judgment
2 received in conjunction with a regulatory inspection or in any other written Notice of Violation from
3 any UPA or other environmental regulatory agency. The Status Report shall document the cause of
4 the violation, all actions taken by Defendants in response to such violation, and any outstanding
5 compliance failures of which Defendants are aware. The Status Report may be submitted
6 electronically.

7 f. Each Status Report shall include the following as attachments: (1) the
8 current version of the written compliance plan; (2) all annual monitoring system certifications; (3)
9 secondary containment testing reports; (4) tank inspection reports; monthly Designated UST
10 Operator ("DO") inspection reports; and (5) enhanced leak detection reports. Each Status Report
11 shall be signed by the ECM. The certification shall read, "Based on the combination of my personal
12 knowledge and belief formed in reliance on information provided to me, and after conducting
13 reasonable inquiry, I declare under penalty of perjury that the information contained in and
14 accompanying this submission is true, accurate, and complete." Each annual Status Report shall be
15 completed and submitted to Plaintiff within 30 days following the above-described period.

16 **CIVIL PENALTIES, COSTS AND SEPS**

17 6. Upon entry of this Final Judgment, Defendants shall be liable for the total settlement
18 amount of SEVEN MILLION NINE HUNDRED THOUSAND DOLLARS (\$7,900,000.00), to be
19 paid as set forth below. All payments made pursuant to this Final Judgment shall be made by
20 checks to the payees listed in Exhibits C-1, C-2, D, and E within 30 days of entry of this Final
21 Judgment. All payments shall be delivered to the San Bernardino County District Attorney's Office,
22 303 W. 3rd Street, Fifth Floor, San Bernardino, CA 92415, to the attention of CDDA William Lee,
23 for distribution pursuant to the terms of this Final Judgment.

24 7. The People will report the Penalty Payments as penalties through an IRS Form 1098-
25 F, pursuant to and consistent with 26 U.S.C. section 6050X. Therefore, each Defendant shall
26 provide to the People (i) an IRS Form W-9 within 14 calendar days of entry of this Judgment, and
27 (ii) any other information the People reasonably requires to fulfill its reporting obligations within
28 seven days of the People's request.

1 a. *Civil Penalties*

2 Defendants shall pay SIX MILLION NINE HUNDRED AND FIFTY-SIX
3 THOUSAND DOLLARS (\$6,956,000.00), as civil penalties to the entities identified in, and in
4 accordance with, the terms of Exhibits C-1 and C-2, attached hereto and made a part of this Final
5 Judgment by this reference.

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

7 Within thirty (30) days after entry of this Final Judgment, Defendants shall pay
8 FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) for reimbursement of costs of
9 investigation, attorney's fees, and other costs of enforcement to the entities identified in, and in
10 accordance with the terms of, Exhibit D, attached and made a part of this Final Judgment by this
11 reference.

12 c. *Supplemental Environmental Projects*

13 Defendants shall pay FOUR HUNDRED FORTY-FOUR THOUSAND
14 DOLLARS (\$444,000.00) for supplemental environmental projects identified in Exhibit E; payment
15 shall be made within thirty (30) days after entry of this Final Judgment and in accordance with the
16 terms in Exhibit E, attached and made a part of this Final Judgment by this reference.

17 **ENFORCEMENT OF FINAL JUDGMENT**

18 8. The People may move this Court for additional relief for violation of any provision
19 of this Final Judgment, including but not limited to, contempt, additional injunctive remedies, or
20 additional penalties. Nothing in this Final Judgment shall limit any rights of the People to seek any
21 other relief or remedies provided by law.

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

25 **MATTERS RESOLVED BY THIS FINAL JUDGMENT**

26 10. This Final Judgment is a final and binding resolution and settlement of the claims,
27 violations and causes of action occurring at the Defendants' Facilities listed in **Exhibit A** that are
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1 alleged by the People in the Complaint in this matter, which shall be known as "Covered Matters."
2 Any claim, violation, or cause of action that is not a Covered Matter is a "Reserved Claim."

3 11. Reserved Claims include, without limitation: any violation that occurs after the filing
4 of this Final Judgment; any claim, violation, or cause of action against independent contractors or
5 subcontractors retained to do work for Defendants; and separate and independent violations arising
6 out of matters or allegations that are not set forth in the Complaint, whether known or unknown.

7 12. Reserved Claims also include any administrative action under Chapter 6.11 of the
8 Health and Safety Code.

9 13. This Judgment does not include claims or causes of action against Defendants for
10 performance of cleanup, corrective action, or response action for any actual past or future releases,
11 spills, or disposals of hazardous waste and/or substances for which either Defendant is a responsible
12 party or otherwise liable. In any subsequent action that may be brought by the People based on any
13 claim not resolved herein, Defendants agree that they will not assert that failing to pursue such a
14 claim as part of this action constitutes claim-splitting, laches or is otherwise inequitable or
15 precluded because the claim should have been brought as part of this action.

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

21 15. Defendants covenant not to pursue any civil or administrative claims against the
22 People or against any agency of the State of California, or any county or city in the State of
23 California, or any UPA, Participating Agency or local agency (collectively, "Agencies"), or against
24 any of their officers, employees, representatives, agents, or attorneys, arising out of or related to any
25 Covered Matter and arising before entry of this Final Judgment; provided, however, that if any
26 Agencies initiate claims against Defendants, Defendants retain any and all rights and defenses
27 against such Agencies.

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NO WAIVER OF RIGHT TO ENFORCE

16. The failure of the People to enforce any provision of this Final Judgment shall neither be deemed a waiver of such provision nor in any way affect the validity of this Final Judgment. Except as expressly provided in this Final Judgment, the failure of the People to enforce any such provision shall not preclude them from later enforcing the same or any other provision of this Final Judgment, subject to Paragraphs 25 and 26. Except as expressly provided in this Final Judgment, Defendants retain all defenses to any such later enforcement action.

17. No oral advice, guidance, suggestion or comment by employees or officials of any Party regarding matters covered in this Final Judgment shall be construed to relieve any Party of its obligations under this Final Judgment.

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FUTURE REGULATORY CHANGES

18. Nothing in this Final Judgment shall excuse Defendants from meeting any more-stringent requirement that may be imposed by applicable existing law or by any change in the applicable law. To the extent any future statutory or regulatory change makes Defendants' obligations less stringent than those provided for in this Final Judgment, Defendants' compliance with the changed law shall be deemed compliance with this Final Judgment; however, any change in law or regulation shall not reduce or diminish Defendants' obligations to comply with Paragraph 6 above.

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NOTICES

19. Unless otherwise specified in this Final Judgment, all notices under this Final Judgment shall be made in writing, by both email and mail, and addressed to the persons identified in **Exhibit B**. Any Party may, by written notice to the other Parties, change its designated notice recipient or notice address.

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INCORPORATION OF EXHIBITS

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

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1 **MODIFICATION**

2 21. The injunctive provisions of this Final Judgment may be modified only on noticed
3 motion by one of the parties with approval of the Court, or upon written consent by all of the Parties
4 and the approval of the Court.

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

6 22. Defendants shall permit any duly authorized representative of the People to inspect
7 and copy records and documents relevant to determine compliance with the terms of this Final
8 Judgment. This Paragraph shall not limit the People's authority to access or obtain information
9 records and documents pursuant to any other statute or regulation.

10 **PAYMENT OF LITIGATION EXPENSES AND FEES**

11 23. Defendants shall make no request of the People to pay Defendants' attorney fees,
12 expert witness fees and costs, or any other costs of litigation or investigation incurred to date.

13 **INTERPRETATION**

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

17 **TERMINATION OF INJUNCTION**

18 25. At any time after this Final Judgment has been in effect for five (5) years, Defendants
19 may move to terminate the injunctive provisions in Paragraphs 3, 4 and 5 pursuant to Code of Civil
20 Procedure section 533 and Civil Code section 3424 unless Defendants have failed to pay and
21 expend all amounts required under the Final Judgment. After this Final Judgment has been in effect
22 for seven (7) years, and Defendants have paid and expended all amounts required under the Final
23 Judgment, the injunctive provisions in Paragraphs 3, 4 and 5 will terminate automatically.

24 **TERMINATION OF COMPLIANCE PROGRAM**

25 26. Defendants' obligations to engage in a compliance program pursuant to Paragraph 5
26 of this Final Judgment shall terminate five (5) years after the Effective Date of this Final Judgment
27 provided that Defendants have paid all amounts owed per Exhibits C-1, C-2, D, and E.

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EFFECTIVE DATE OF FINAL JUDGMENT

27. This Final Judgment shall become effective upon entry and Notice of Entry of Judgment is waived.

IT IS SO ORDERED.

Dated: April 25, 2024



JUDGE OF THE SUPERIOR COURT
Stephanie Thornton-Harris

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EXHIBIT A

Exhibit A - Facilities

Address	City	State	Zip	Jurisdiction
2200 Claremont St	Hayward	CA	94545	Alameda
2446 Fair Street	Chico	CA	95928	Butte
4195 E. Central Ave	Fresno	CA	93725	Fresno
1661 Railroad Avenue	Eureka	CA	95502	Humboldt
298 Rood Road	Calexico	CA	92231	Imperial
226 Washington St	Bakersfield	CA	93307	Kern
32251 Highway 41	Kettleman City	CA	93239	Kings
1955 E. Washington Blvd	Los Angeles	CA	90021	Los Angeles City
12466 Montague St	Pacoima	CA	91331	Los Angeles City
20805 S. Fordyce Ave	Long Beach	CA	90810	Los Angeles
12903 Lakeland Rd	Santa Fe Springs	CA	90670	Los Angeles
787 Airport Blvd	Salinas	CA	93901	Monterey
20697 Prism Place	Lake Forest	CA	92630	Orange
2102 N. Batavia Ave	Orange	CA	92865	Orange
12555 Mesa Drive	Blythe	CA	92225	Riverside
3516 Kiessig Ave	Sacramento	CA	95823	Sacramento
17401 Adelanto Road	Adelanto	CA	92301	San Bernardino
13364 Marlay Ave	Fontana	CA	92337	San Bernardino
4965 Convoy St	San Diego	CA	92111	San Diego
5475 S. Airport Way	Stockton	CA	95206	San Joaquin
219A Tank Farm Rd	San Luis Obispo	CA	93401	San Luis Obispo
2171 Otool Ave	San Jose	CA	95131	Santa Clara
2201 Branstetter Lane	Redding	CA	96001	Shasta
4095 S. Moorland Avenue	Santa Rosa	CA	95407	Sonoma
2900 Camino Del Sol	Oxnard	CA	93030	Ventura

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EXHIBIT B

Exhibit B - List of Parties to be Noticed.

For the People:

Douglas Whaley
Supervising Deputy District Attorney
Sacramento County District Attorney's Office
Consumer, Environmental Protection Division
906 G Street, Suite 730
Sacramento, CA 95814
WhaleyD@sacda.org

Stephanie B. Weissman
Deputy District Attorney
San Bernardino County District Attorney
303 West 3rd Street, Fifth Floor
San Bernardino, CA 92415
SWeissman@sbcda.org

Jessica B. Brown (she/her)
Assistant City Attorney
Public Rights Branch
Office of the Los Angeles City Attorney
201 N. Figueroa St., 13th Floor
Los Angeles, CA 90012
Jessica.Brown@lacity.org

Simona Farrise Best
Senior Assistant District Attorney
Carlos Guzman
Deputy District Attorney
Alameda County District Attorney's Office
Consumer Justice Bureau
7677 Oakport Street, Suite 650
Simona.Farrise@acgov.org
Carlos.Guzman@acgov.org

For Defendant:

XPO
Attn: Wendy Cassity
Chief Legal Officer
Five American Lane
Greenwich, CT 06831
Wendy.cassity@xpo.com
ServiceofProcess@xpo.com

Alicia Berry
Deputy District Attorney
Orange County District Attorney's Office
Consumer & Environmental Protection Unit
300 N. Flower Street
Santa Ana, CA 92703
Alicia.Berry@ocdapa.org

Celeste Kaisch
Deputy District Attorney
San Joaquin County District Attorney's Office
222 E Weber Ave, Room 202
Stockton, CA 95202
Celeste.Kaisch@sjcda.org

EXHIBIT C-1

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Exhibit C-1 - Penalties

Agency	Civil Penalties - Business and Professions §17200 Penalties	Civil Penalties - Health and Safety §25500 Penalties	Total of Civil Penalties Paid to Agency
Alameda Co. District Attorney's Office	\$ 685,000.00	\$ -	\$ 685,000.00
Butte Co. District Attorney's Office	\$ 4,500.00	\$ 10,000.00	\$ 14,500.00
Fresno Co. District Attorney's Office	\$ 29,000.00	\$ -	\$ 29,000.00
Humboldt Co. District Attorney's Office	\$ 4,500.00	\$ 10,000.00	\$ 14,500.00
Imperial Co. District Attorney's Office	\$ 4,500.00	\$ 10,000.00	\$ 14,500.00
Kern Co. District Attorney's Office	\$ 29,000.00	\$ -	\$ 29,000.00
Kings Co. District Attorney's Office	\$ 4,500.00	\$ 10,000.00	\$ 14,500.00
Los Angeles City Attorney's Office	\$ 685,000.00	\$ -	\$ 685,000.00
Los Angeles Co. District Attorney's Office	\$ 29,000.00	\$ -	\$ 29,000.00
Monterey Co. District Attorney's Office	\$ 4,500.00	\$ 10,000.00	\$ 14,500.00
Orange Co. District Attorney's Office*	\$ 568,000.00	\$ -	\$ 568,000.00
Riverside Co. District Attorney's Office** (see below)	\$ 4,500.00	\$ 10,000.00	\$ 14,500.00
Sacramento Co. District Attorney's Office*** (see below)	\$ 685,000.00	\$ -	\$ 685,000.00
San Bernardino Co. District Attorney's Office	\$ 875,000.00	\$ -	\$ 875,000.00
San Diego Co. District Attorney's Office	\$ 29,000.00	\$ -	\$ 29,000.00
San Joaquin Co. District Attorney's Office**** (see below)	\$ 443,000.00	\$ 125,000.00	\$ 568,000.00
San Luis Obispo Co. District Attorney's Office	\$ 4,500.00	\$ 10,000.00	\$ 14,500.00
Santa Clara Co. District Attorney's Office	\$ 30,500.00	\$ -	\$ 30,500.00
Shasta Co. District Attorney's Office	\$ 4,500.00	\$ 10,000.00	\$ 14,500.00
Sonoma Co. District Attorney's Office	\$ 4,500.00	\$ 10,000.00	\$ 14,500.00
Ventura Co. District Attorney's Office	\$ 29,000.00	\$ -	\$ 29,000.00
Totals - Prosecutor Civil Penalties	\$ 4,157,000.00	\$ 215,000.00	\$ 4,372,000.00

* ORANGE: This \$568,000.00 is restricted to the Orange County Certified Unified Program Agency/ Environmental Health Hazardous Materials Surveillance Section and is to be placed in a special revenue account. These funds are to be used for the enhancement of the UST Program for special projects and other uses as determined by the Director of Environmental Health.

** RIVERSIDE Penalties: Business and Professions Code §17200: "Defendant" shall pay \$4,500.00 to the Riverside County District Attorney's Office as civil penalties for violations of Business and Professions Code section 17200. Pursuant to Business and Professions Code section 17206(b), said sum will be paid in the form of a check made payable to the District Attorney, County of Riverside; sums to be distributed as follows: 100 percent will be deposited into the consumer protection prosecution account in the General Fund of Riverside County.

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

**** SAN JOAQUIN: Business and Professions Code § 17200 Penalties shall be paid to the "Treasurer of San Joaquin County". Penalties allocated to Health and Safety Code § 25500 shall be paid to the "San Joaquin Co. District Attorney's Office".

EXHIBIT C-2

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Exhibit C-2 - Penalties

Agency	Civil Penalties - Health and Safety \$25500 Penalties	Civil Penalties - Health and Safety \$25299 Penalties	Total of Civil Penalties Paid to Regulatory Agencies
Hayward City Fire Dept.	\$ 10,000.00	\$ 115,000.00	\$ 125,000.00
Butte Co. - Environmental Health Department	\$ 10,000.00	\$ -	\$ 10,000.00
Department of Toxic Substances Control	\$ 10,000.00	\$ -	\$ 10,000.00
Fresno Co. - Community Health Dept., Environmental Health Division	\$ 10,000.00	\$ 115,000.00	\$ 125,000.00
Humboldt Co. Div. of Environmental Health	\$ 10,000.00	\$ -	\$ 10,000.00
Kern Co. - Environmental Health Services Department	\$ 10,000.00	\$ 115,000.00	\$ 125,000.00
Kings Co. Environmental Health Services	\$ 10,000.00	\$ -	\$ 10,000.00
Los Angeles City Fire	\$ 10,000.00	\$ 294,000.00	\$ 304,000.00
Santa Fe Springs Dept. of Fire - Rescue	\$ 10,000.00	\$ 294,000.00	\$ 304,000.00
Monterey Co. - Environmental Health Division	\$ 10,000.00	\$ -	\$ 10,000.00
Orange Co. - Environmental Health **(see below)	\$ 10,000.00	\$ 115,000.00	\$ 125,000.00
Riverside Co. Dept. of Environmental Health	\$ 10,000.00	\$ -	\$ 10,000.00
Sacramento Co. Environmental Management Dept	\$ 10,000.00	\$ 294,000.00	\$ 304,000.00
San Bernardino Co. Fire Dept Haz Mat *** (see below)	\$ 15,000.00	\$ 503,000.00	\$ 518,000.00
San Diego Co. Dept. of Environmental Health	\$ 10,000.00	\$ -	\$ 10,000.00
San Joaquin Co. - Environmental Health Department	\$ 10,000.00	\$ 115,000.00	\$ 125,000.00
San Luis Obispo County Environmental Health Services	\$ 10,000.00	\$ -	\$ 10,000.00
Santa Clara Co. - Dept. of Environmental Health, Haz Mat Compliance Div.	\$ 10,000.00	\$ 294,000.00	\$ 304,000.00
Shasta Co. - Environmental Health Division	\$ 10,000.00	\$ -	\$ 10,000.00
Sonoma Co. - Fire & Emergency Services Dept.	\$ 10,000.00	\$ -	\$ 10,000.00
City of Oxnard Fire Dept.	\$ 10,000.00	\$ 115,000.00	\$ 125,000.00
Total - Agency Civil Penalties	\$ 215,000.00	\$ 2,369,000.00	\$ 2,584,000.00

**ORANGE: \$125,000.00 is restricted to the Orange County Health Care Agency/Environmental Health and is to be placed in a special revenue account. These funds are to be used for the enhancements of the Hazardous Waste Program and Underground Storage Tank Program and other uses as determined by the Director of Environmental Health. Said payment shall be made in the form of a check made payable to the County of Orange/Auditor-Controller.

***This \$518,000.00 is restricted to the San Bernardino County Fire Protection District, Office of the Fire Marshal, Hazardous Materials Section and is to be placed in a special revenue account. These funds are to be used for the enhancement of the Unified Program for special projects, trainings, and other uses as determined by the Fire Marshal.

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EXHIBIT D

Exhibit D - Costs

Agency	Total Costs to Agency
Alameda Co. District Attorney's Office	\$ 60,000.00
Los Angeles City Attorney's Office	\$ 75,000.00
Orange Co. District Attorney's Office	\$ 60,000.00
Sacramento Co. District Attorney's Office * (see below)	\$ 60,000.00
San Bernardino Co. District Attorney's Office	\$ 155,000.00
San Bernardino Co. - Fire Haz Mat	\$ 10,000.00
San Joaquin Co. District Attorney's Office ** (see below)	\$ 80,000.00
	\$ -
Total - Prosecutor Costs	\$ 500,000.00

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

** SAN JOAQUIN: This money shall be paid in two separate checks: (1) one check addressed to the San Joaquin County District Attorney's Office in the amount of \$74,291.83, and (2) one check addressed to the Craig Thompson Environmental Protection Prosecution Fund in the amount of \$5,708.17

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EXHIBIT E

Exhibit E - SEPs

Agency	Total Amount to Agency
California CUPA Forum	\$ 86,000.00
Western States Project	\$ 100,000.00
California Hazardous Materials Investigators Association (CHMIA)	\$ 86,000.00
California Hazardous Materials Investigators Association (CHMIA)(Cal-AECTP)	\$ 86,000.00
Cal EPA - Environmental Enforcement and Training Account (PC 14300)	\$ 86,000.00
Total SEPs	\$ 444,000.00

EXHIBIT E – SUPPLEMENTAL ENVIRONMENTAL PROJECTS¹

1. California CUPA Forum.²

Defendants shall provide the amount of Eighty-Six Thousand Dollars (\$86,000.00) payable to California CUPA Forum to fund scholarships for attendance and participation at the annual California Unified Program Annual Training Conference. Each of these scholarships shall cover conference registration, transportation, meals, and hotel at the training conference rate. Travel and per diem expenses will be reimbursed in accordance with the reimbursement policies of the "California CUPA Forum Board Training Conference Expense Reimbursement Policies", and any subsequent modifications thereto.

2. Western States Project.²

Defendants shall provide the amount of One Hundred Thousand Dollars (\$100,000.00) payable to the Western States Project to be used by the Western States Project for both remote and live trainings for current California Environmental Prosecutors and/or investigators/professional staff.

3. California Hazardous Material Investigators Association (CHMIA).²

Defendants shall provide the amount of Eighty-Six Thousand Dollars (\$86,000.00) to be used by the California Hazardous Materials Investigators Association ("CHMIA") to fund scholarships for attendance and participation at the annual training conference presented by CHMIA. Each of these scholarships shall cover conference registration, food, lodging at the training conference rate and incidentals. Per diem expenses will be reimbursed in accordance with CHMIA's reimbursement policy and any subsequent modifications thereto. Defendants' check shall be made payable to the "CALIFORNIA HAZARDOUS MATERIALS INVESTIGATORS ASSOCIATION."

4. California Advanced Environmental Criminal Training Program (Cal-AECTP) with CHMIA.²

Defendants shall provide the amount of Eighty-Six Thousand Dollars (\$86,000.00) payable to the California Hazardous Materials Investigators Association ("CHMIA") to be used by CHMIA to fund full scholarships for attendance and participation in the Advanced Environmental Crimes Training Program. Each of these scholarships shall cover conference registration, travel, food, lodging, and incidentals.

5. Cal EPA – Environmental Enforcement and Training Account (PC§14300)²

Defendants shall provide the amount of Eighty-Six Thousand Dollars (\$86,000.00) payable to the "Secretary for California Environmental Protection Agency" for deposit in the Environmental Enforcement and Training Account as set forth in Penal Code Section 14300 et seq., for purposes consistent with the mission of the Environmental Enforcement and Training Act of 2002.

¹ Any public statement, oral or written, in print, film, or other media, made by Defendants making reference to the Supplemental Environmental Project(s) under this Final Judgment from the date of its execution shall include the following language: "This project was undertaken in connection with the People of the State of California's settlement of an environmental enforcement action, The People v. XPO, Inc., et al."

² If the payment provided by Defendants is accepted by a designated entity, the designated entity shall provide, until the exhaustion of the funds, annual letter reports describing the specific use of the funds. The annual letter reports shall be submitted to the Plaintiff's representatives identified in this Final Judgment.