

1 MARC D. JOSEPH (State Bar No. 135595)
RICHARD T. DRURY (State Bar No. 163559)
2 ADAMS BROADWELL JOSEPH & CARDOZO
601 Gateway Blvd., Suite 1000
3 South San Francisco, CA 94080
Telephone: (650) 589-1660 / Facsimile: (650) 589-5062
4

JAMES R. WHEATON (State Bar No. 115230)
5 LYNNE R. SAXTON (State Bar No. 226210)
ENVIRONMENTAL LAW FOUNDATION
6 1736 Franklin, 9th Floor
Oakland, CA 94612
7 Telephone: (510) 208-4555 / Facsimile: (510) 208-4562

8 MICHAEL COSTA (State Bar No. 219416)
OUR CHILDREN'S EARTH FOUNDATION
9 100 First Street, Suite 100-367
San Francisco, CA 94105
10 Telephone: (415) 342-0042 / Facsimile: (815) 642-9181

11 ADRIENNE L. BLOCH (State Bar No. 215471)
SHANA LAZEROW (State Bar No. 195491)
12 COMMUNITIES FOR A BETTER ENVIRONMENT
1440 Broadway, Suite 701
13 Oakland, California 94612
Tel: (510) 302-0430 / Facsimile: (510) 302-0438
14

Attorneys for Plaintiffs

15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16 **FOR THE COUNTY OF SAN FRANCISCO**

17 ENVIRONMENTAL LAW FOUNDATION,
OUR CHILDREN'S EARTH FOUNDATION,
18 COMMUNITIES FOR A BETTER
ENVIRONMENT, and DOES 1 through 100,
19 On Behalf of the General Public,

20 Plaintiffs,

21 v.

22 LAIDLAW TRANSIT INC. dba LAIDLAW
EDUCATION SERVICES; LAIDLAW TRANSIT
23 SERVICES, INC.; DURHAM SCHOOL SERVICES,
L.P., and DOES 1 through 100, inclusive,
24

Defendants.

CASE NO. CGC 06-451832

**STIPULATED JUDGMENT BETWEEN
ALL PLAINTIFFS AND DEFENDANT
DURHAM SCHOOL SERVICES, L.P.**

Complaint Filed: May 2, 2006
Trial Date: Nov. 26, 2007
Hon. Ernest H. Goldsmith
Department 613

25
26
27 1941-029a

28 **STIPULATED JUDGMENT**

1 WHEREAS, Durham School Services, L.P. (“Operator”) owns and operates school buses
2 throughout the State of California;

3 WHEREAS, plaintiffs Environmental Law Foundation (“ELF”), Our Children’s Earth
4 (“OCE”), and Communities for a Better Environment (“CBE”) brought this action against Operator
5 seeking preliminary and permanent injunctive relief and penalties under California’s Proposition 65,
6 The Safe Drinking Water and Toxic Enforcement Act, California Health and Safety Code § 25249.6,
7 et seq. (“Proposition 65” or “Act”), alleging that Operator had exposed school children to diesel
8 engine exhaust without providing a warning required by the Act;

9 WHEREAS, Operator denies that it has violated Proposition 65 or any other provision of
10 law;

11 WHEREAS, Plaintiffs and Operator (collectively “the Parties”) wish to resolve all claims in
12 this action;

13 WHEREAS, the Parties consent to the entry of this Stipulated Judgment to resolve all of the
14 claims in this action concerning all of the vehicles referenced in the complaint; and

15 THEREFORE, THE PARTIES HEREBY AGREE AND IT IS ADJUDGED AND
16 ORDERED AS FOLLOWS:

17
18 1. Bus Replacement and Retrofit. Operator agrees to replace and/or retrofit its school
19 buses as set forth below.

20 2. Any terms not defined below shall be defined in the manner set forth in Webster’s
21 Unabridged Dictionary, most recent edition.

22
23 **3.0 Definitions**

24 3.1 Plaintiffs: Environmental Law Foundation, Our Children’s Earth, and Communities
25 for a Better Environment.

26 1941-029a

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

3.2 Alternative Fueled Engine or School Bus: Any engine or school bus that uses compressed or liquefied natural gas, propane, methanol, electricity, fuel cells, hybrid technology, or other advanced technologies that do not rely on diesel or gasoline fuels, and has been certified by ARB.

3.3 Approved Diesel Emission Control Strategy:

- a. an exhaust control device(s) or emission reduction strategy that is level 3 verified by the ARB, or
- b. a combination of:
 - i. an exhaust control device(s) or emission reduction strategy that is level 2 verified by the ARB, and
 - ii. an exhaust control device(s) or emission reduction strategy that is either level 2 or level 1 verified by the ARB.

3.4 ARB: California Air Resources Board.

3.5 Existing Fleet: The school buses that were owned and operated by the Operator before January 1, 2007.

3.6 Existing School Bus: A bus operating as part of the Existing Fleet.

3.7 Gross Vehicle Weight Rating (GVWR): The weight rating of a vehicle.

3.8 Hybrid: A technology used by a vehicle to draw propulsion energy from both of the following on-vehicle sources of stored energy: 1) a consumable fuel and 2) an energy storage device such as a battery, capacitor, or flywheel.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

3.9 New School Bus Fleet: A school bus fleet that did not operate before January 1, 2007.

3.10 Operator: Durham School Services, L.P.

3.11 Replace: To sell or otherwise transfer ownership of a school bus and provide a substitute school bus, provided however, if the Operator's fleet size is reduced due to loss of contracts or otherwise, then no substitute school bus is required and the sale or divestment shall constitute the replacement of the school bus.

3.12 Repower: To remove the engine and related components and replace with an ARB-certified engine.

3.13 Retrofit: To modify with an Approved Diesel Emission Control Strategy.

3.14 School: Any public or private school used for the purpose of education and instruction of school pupils Kindergarten through Grade 12, but does not include any private school in which education and instruction is primarily conducted in private homes.

3.15 School Bus: Any vehicle used for the express purpose of transporting students Kindergarten through Grade 12 from home to school and to any school sponsored activities.

3.16 School Bus Fleet: Any group of one or more school buses.

3.17 Year of Delivery: No more than 12 months from the date that the school bus is delivered to the school bus fleet operator.

1 **4.0 Exemptions**

2
3 4.1 Type A and B school buses with a capacity of less than 30 passengers are exempt
4 from the requirements of Section 5, 6, 7, 8, and 10 only.

5 **5.0 Requirements**

6
7 5.1 On or before January 1, 2009 the Operator shall meet the following requirements:

8
9 5.1.1 The Operator shall replace all buses in its Existing Fleet operating in the State of
10 California that have model years before 1978, if any, with buses that meet the applicable
11 ARB and EPA emission standards for engines certified for the year of delivery of that school
12 bus engine and fuel type, and

13 5.2 On or before January 1, 2010 the Operator shall:

14
15 5.2.1 Replace one-third of the buses in its Existing Fleet that have model years on and after
16 1978 with buses that meet the applicable ARB and EPA emission standards for engines
17 manufactured for the year of delivery, which date shall be on or after January 1, 2007; or

18
19 5.2.2 Retrofit one-third of the buses in its Existing Fleet that have model years on and after
20 1978 with an Approved Diesel Emission Control Strategy; or

21
22 5.2.3 Repower one-third of the buses in its Existing Fleet that have model years on and
23 after 1978 with an engine meeting all the ARB and EPA emissions standards that are
24 applicable to engines produced on and after January 1, 2007.

25
26 5.3 On or before January 1, 2012 the Operator shall:

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

5.3.1 Replace two-thirds of the buses in its Existing Fleet that have model years on and after 1978 with buses that meet the applicable ARB and EPA emission standards for engines manufactured for the year of delivery, which date shall be on or after January 1, 2007; or

5.3.2 Retrofit two-thirds of the buses in its Existing Fleet that have model years on and after 1978 with an Approved Diesel Emission Control Strategy; or

5.3.3 Repower two-thirds of the buses in its Existing Fleet that have model years on and after-1978 with an engine meeting all the ARB and EPA emissions standards that are applicable to engines produced on and after January 1, 2007.

5.4 On or before January 1, 2014 the Operator shall:

5.4.1 Replace all of the buses in its Existing Fleet that have model years on and after 1978 with buses that meet the applicable ARB and EPA emission standards for engines manufactured for the year of delivery, which date shall be on or after January 1, 2007; or

5.4.2 Retrofit all of the buses in its Existing Fleet that have model years on and after 1978 with an Approved Diesel Emission Control Strategy; or

5.4.3 Repower all of the buses in its Existing Fleet that have model years on and after 1978 with an engine meeting all the ARB and EPA emissions standards that are applicable to engines produced on and after January 1, 2007.

5.5 All existing gasoline or alternative fueled school buses and any diesel school buses manufactured after January 1, 2007 shall be considered compliant if they meet the following:

5.5.1 Operated per manufacturer's specifications, and

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

5.5.2 If replaced, shall be replaced with a school bus meeting all the applicable ARB and EPA current year emissions standards for the year of delivery of that school bus engine and fuel type.

5.6 On and after January 1, 2007, any new school bus fleet and any additions to the Existing Fleet must meet all the applicable ARB and EPA emissions standards for the year of delivery of that school bus engine and fuel type.

5.7 Operator shall operate and maintain all Approved Diesel Emission Control Strategies installed on any school buses in accordance with manufacturers' specifications, and conduct any necessary ongoing maintenance and repairs required to keep such Strategies in good working condition. For any Approved Diesel Emission Control Strategies that require the use of a particular type of fuel, Operator shall be required to use the appropriate specified fuel on an ongoing basis.

5.8 At any time, Operator may replace any Approved Diesel Emission Control Strategy with another equally effective Approved Diesel Emission Control Strategy, or may Replace its school buses with buses that meet the applicable ARB and EPA emission standards for engines manufactured for the year of delivery, which date shall be on or after January 1, 2007.

6.0 Reporting Requirements

6.1 On or before January 1, 2009, the Operator shall provide Plaintiffs with a written document signed under penalty of perjury by a representative of Operator authorized to sign on behalf of Operator listing all existing school buses in Operator's fleet in the State of

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

California, and identifying the following information for each school bus subject to this action:

- 6.1.1 The manufacturer, to include make and model of the chassis, and the model_year
- 6.1.2 The engine manufacturer.
- 6.1.3 The engine model year.
- 6.1.4 The engine fuel type.
- 6.1.5 The Vehicle Identification Number (VIN).
- 6.1.6 The gross vehicle weight rating.
- 6.1.7 The size in passenger capacity.
- 6.1.8 Any currently installed emission controls.
- 6.1.9 An explanation of the general manner in which each bus has complied with the requirements of Section 5.

7. Ongoing Reporting: On January 1 of each year from 2010 to 2015, Operator shall provide Plaintiffs with a written statement, signed under penalty of perjury by a representative of Operator authorized to sign on behalf of Operator, certifying that all school buses subject to this action are in compliance with Section 5 of this Judgment, have been maintained continuously in compliance with this Judgment, and identifying any changes that have been made to any school buses from the prior year's report. If any of Operator's school buses were out of compliance with the terms of Section 5 for any portion of the year, Operator shall so specify and shall state what actions were taken to bring such school bus into compliance with Section 5.

1941-029a

1 8. Monitoring: Plaintiffs may, at their own expense, inspect any or all of Operators’
2 facilities at any time during the effective life of this Judgment to ensure that Operator is in
3 compliance with the terms of the Judgment. Upon request, Operator shall make available to
4 Plaintiffs any and all documentary evidence reasonably necessary to monitor compliance with this
5 Judgment, including, but not limited to invoices and receipts indicating payment for any retrofits,
6 repowering, or replacement of school buses. Operator shall provide Plaintiffs with reasonable access
7 to any and all of its facilities for the purpose of conducting inspections on any or all of Operator’s
8 school buses to verify that Operator has taken the actions required by this Judgment. Operator shall
9 instruct its employees, agents and representatives to allow Plaintiffs onto Operator’s sites and to
10 provide Plaintiffs reasonable access to any school buses and/or documents at the sites. Plaintiffs
11 shall coordinate any such site inspections with Operator to select a mutually convenient time at
12 which a majority of Operator’s buses normally housed at the specified location will be at the location
13 and available for inspection.
14

15 9. Warning: Until such time as its buses have been retrofitted, repowered or replaced in
16 compliance with Section 5 of this Judgment, Operator shall, within thirty days of the entry of this
17 Judgment, provide the following warnings to students and their parents, unless the Operator is
18 prevented from doing so by the California Highway Patrol or any other entity with regulatory
19 authority over signage on school buses, and subject to compliance with applicable regulations and
20 any existing contractual requirements with school districts, except that no warnings shall be required
21 for any school bus meeting all the ARB and EPA emissions standards that are applicable to engines
22 produced on and after January 1, 2007:

- 23 a. Each bus that does not comply with Section 5 of this Judgment shall bear a prominent
24 sign near the entry of the bus stating: “WARNING: This bus contains diesel engine
25 exhaust, a chemical known to the State of California to cause cancer.” Said signs
26

1941-029a

1 shall be at least 10 inches high by 10 inches wide. The word "warning" shall be
2 centered three-quarters of an inch from the top of the sign in ITC Garamond bold
3 condensed type face all in one-inch capital letters. Three-sixteenths of an inch from
4 the base of the word "warning" shall be a line extending from left to right across the
5 width of the sign one-sixteenth of an inch in thickness. Centered one-half inch below
6 the line shall be the body of the warning message in 36/50 ITC Garamond bold
7 condensed type face with the initial letter of each word, other than the conjunctive
8 "and," capitalized. For the body of the warning message, left and right margins of at
9 least one-half of an inch, and a bottom margin of at least one-half inch shall be
10 observed. Larger signs shall bear substantially the same proportions of type size and
11 spacing to sign dimension as the sign 10 inches high by 10 inches wide. This
12 provision does not preclude any other signage that defendant may elect to post at
13 defendant's sole discretion, provided that no other signage may refer to diesel engine
14 exhaust.

- 15
- 16 b. Operator shall provide written notices to any and all school districts and private
17 school operators where Operator's buses are in use that have not been retrofitted,
18 repowered or replaced in accordance with Section 5. Said notice shall state:
19 "WARNING: The school bus provided for the child living in this address contains
20 diesel engine exhaust, a chemical known to the State of California to cause cancer."
21 Operator shall request that all such school districts and private school operators
22 distribute said notices to the parents of all students who ride Operator's school buses
23 in all languages spoken in the school district at issue.

24 10. Settlement Payment. In consideration of the releases and covenants contained herein,
25 on or before March 1, 2008 Operator agrees to pay the following sums in full settlement of this

26 1941-029a

1 litigation and the controversy relating to this litigation. In consideration of the fact that Operator has
2 agreed to expend significant sums to retrofit and/or replace its buses in a manner that Proposition 65
3 warning signs will not be necessary, and in light of the fact that Operator has agreed to settle this
4 case early in the process without protracted litigation, and in order to encourage expeditious
5 replacement and/or retrofit of buses, no Settlement Payment(s) shall be required for any school bus
6 that has been retrofitted or replaced in accordance with paragraph 5 of this Judgment on or before
7 December 31, 2007. For the remainder of the Existing Fleet still owned as of December 31, 2007
8 and subject to this Paragraph 10, the Settlement Payment amount shall be calculated as follows:
9

- 10 a. \$10,000 for each school bus with a model year before 1988 that was in operation on
11 or after May 2, 2006.
- 12 b. \$6,000 for each school bus with a model year on or after 1988, but before 1991, that
13 was in operation on or after May 2, 2006.
- 14 c. \$2,500 for each school bus with a model year on or after 1991, but before 1994, that
15 was in operation on or after May 2, 2006.
- 16 d. \$1,000 for each school bus with a model year on or after 1994, but before 2007 that
17 was in operation on or after May 2, 2006.
- 18 e. Said payments shall be made payable to: “Adams Broadwell Joseph & Cardozo –
19 Client Trust Account” and delivered by overnight mail to 601 Gateway Blvd., Suite
20 1000, South San Francisco, CA 94080. Said funds, (less any portion retained by
21 Adams Broadwell Joseph & Cardozo for any sums owed to it), shall be distributed to
22 Plaintiffs who shall deposit said funds into one or more segregated accounts of any
23 nonprofit corporation(s) as they in their sole discretion shall determine, which is/are
24
25

1 recognized as exempt from taxation under section 501(c)(3) of the Internal Revenue
2 Code, and said funds shall be used exclusively for research, public education and
3 advocacy to reduce exposures to chemicals listed under Proposition 65, Health and
4 Safety Code section 25249.5, *et seq.*

- 5
6 f. Exception: Notwithstanding the above, no Settlement Payment shall be required for
7 any of Operator's school buses operating primarily pursuant to contract(s) in the
8 County of Los Angeles, California, with model years prior to 1994 that have been
9 retrofitted or replaced in accordance with paragraph 5 of this Judgment on or before
10 September 1, 2008. Said Settlement Payment(s), if any, shall be made on or before
11 March 1, 2009 in the manner set forth above in this paragraph.

12 11. Support for Retrofits/Replacements: Plaintiffs agree to make reasonable good faith
13 efforts to support Operator in attempts to secure financial support for efforts to retrofit and/or replace
14 its school buses for the duration of this Judgment, if such support is requested in writing by Operator
15 to Plaintiffs. Such efforts may, at the discretion of plaintiffs, include letters, telephone
16 communications, electronic mail communications, or testimony to agencies and/or charitable
17 foundations that provide financial support for school bus retrofits and/or replacements.
18

19 12. General Release. Excepting the obligations under this Judgment and any other
20 documents to be executed, and conditioned upon transfer of the consideration and receipt of all
21 signed documents set forth herein, the Parties, on behalf of themselves, their members, and the
22 general public, hereby release and discharge each other from any and all claims asserted, or that
23 could have been asserted, in this litigation arising from the facts alleged in the Proposition 65
24 Notices, the Complaint, and all amendments to the Complaint, including, but not limited to any
25 claims arising under state or federal law that could have been asserted arising from the facts alleged

1 in the Proposition 65 Notices, the Complaint, and all amendments to the Complaint through the dates
2 of Dismissal pursuant to Paragraph 14, including, but not limited to, any and all claims concerning
3 exposure of students, parents of students, any other passengers, workers, and any other person
4 exposed to diesel engine exhaust from Operator's school buses.
5

6 13. Unknown Claims. It is possible that other injuries or damages not now known to the
7 Parties arising out of the facts alleged in the Complaint will develop or be discovered, and this
8 Judgment is expressly intended to cover and include all such injuries or damages, including all rights
9 of action therefor. Each Party hereby expressly, knowingly, and voluntarily waives the provisions of
10 Section 1542 of the California Civil Code, which provides as follows:

11 "A general release does not extend to claims which the creditor does
12 not know or suspect to exist in his favor at the time of executing the
13 release, which if known to him must have materially affected his
14 settlement with the debtor."
15

16 14. Dismissal of Pending Actions. After satisfying all of the obligations set forth in this
17 Judgment, Operator shall notify Plaintiffs in writing of such fact. Said writing shall be signed under
18 penalty of perjury by a representative of Operator authorized to sign on behalf of Operator and shall
19 specify each obligation and shall state how and when each obligation was satisfied. Plaintiffs shall,
20 within sixty (60) days after receiving said written notice from Operator, cause this action to be
21 dismissed with prejudice.

22 15. No Admission of Liability. This Judgment is entered into in compromise of disputed
23 claims, the existence of any liability for which is expressly denied. The Parties agree that this
24 Judgment shall not be deemed or construed for any purpose as an admission of liability or
25

1 responsibility for or participation in any unlawful or wrongful act at any time by any Party hereto or
2 any other person or entity.

3
4 16. Attorneys' Fees and Costs. On or before thirty days after the entry by the Court of
5 this Judgment, Operator shall pay to Plaintiffs the total sum of \$160,000.00 (one-hundred sixty-
6 thousand dollars) in full payment of attorney's fees and costs for this action. Said payments shall be
7 made payable to: Adams Broadwell Joseph & Cardozo -- Client Trust Account and shall be
8 delivered by overnight mail to the address in paragraph 17 below.

9 17. Notices. Whenever notice or a document is required to be sent to Plaintiffs, it
10 shall be sent to:

11 Richard T. Drury
12 Adams Broadwell Joseph & Cardozo
13 601 Gateway Blvd., Suite 1000
14 South San Francisco, CA 94080

15 Whenever notice or a document is required to be sent to Operator, it shall be sent to:

16 David M. Bates
17 Gardere Wynne Sewell LLP
18 1000 Louisiana, Suite 3400
19 Houston, Texas 77001

20 18. Force Majeure. The Parties shall not be responsible for failure to perform hereunder
21 (other than with respect to payment obligations) due to force majeure, which shall include: fires,
22 floods, riots, strikes, labor disputes, freight embargoes or transportation delays, shortage of labor,
23 inability to secure fuel, material, supplies or equipment or power, acts of God or of terrorism, war or
24 civil disturbances, any existing or future laws, rules, regulations or acts of any government
25 (including any orders, rules or regulations issued by any official or agency or such government)
26 affecting a Party that would delay or prohibit performance hereunder, or any cause beyond the
27 reasonable control of a Party. If an event of force majeure should occur, the affected Party shall

28 1941-029a

1 promptly give notice thereof to the other Party and such affected Party shall use its reasonable best
2 efforts to cure or correct any such event of force majeure. Any delay in compliance resulting from a
3 force majeure shall extend any compliance deadline only for the duration of the disruption caused by
4 the force majeure.
5

6 18. Severability. In the event that any portion of this Judgment is found to be illegal,
7 invalid, unenforceable or otherwise without legal force or effect, the remainder of the Judgment will
8 remain in force and be fully binding.

9 19. Entire Agreement. This Judgment constitutes the entire agreement and understanding
10 between the Parties. All agreements or representations, expressed or implied, of the Parties with
11 regard to this subject matter are contained in this Judgment. The Parties acknowledge that there are
12 no other warranties, promises, assurances or representations of any kind, express or implied, upon
13 which the Parties have relied in entering into this Judgment, unless expressly set forth herein. All
14 prior representations, understandings and agreements between the Parties concerning settlement are
15 superseded by this Judgment. The terms of this Judgment shall not be changed, revised or modified
16 except by written agreement signed by the Parties to this Judgment and shall not take effect until
17 approved by the Court.
18

19 20. Acknowledgment of Terms. The Parties have read and understood the terms of this
20 Judgment, have had the opportunity to consult with counsel regarding those terms, and understand
21 and acknowledge the significance and consequence of each such term.

22 21. Parties Affected. This Judgment shall be binding upon and inure to the benefit of the
23 Parties hereto, and their respective heirs, predecessors, successors, affiliated companies, subsidiaries,
24 officers, directors, shareholders, partners, trustees, employees, assigns, executors, administrators,
25

1 agents and attorneys, and all persons and/or entities connected with each of them, and the general
2 public.

3
4 22. Warranty. Each Party warrants that (a) the person executing this Stipulated Judgment
5 is fully authorized to do so and to enter into the terms and conditions hereof; and (b) the claims
6 being released pursuant to this Stipulated Judgment have not been assigned or otherwise transferred
7 to any other person or entity.

8
9 23. Construction. This Stipulated Judgment is the product of negotiation and preparation
10 by and among each Party hereto and their respective attorneys. Accordingly, the Stipulated
11 Judgment shall not be construed against the Party preparing it. The paragraph headings are included
12 for convenience only and are not intended to be operative as part of this Agreement.

13 24. Enforcement of Agreement. If a dispute or disagreement arises under this
14 Agreement, the Parties agree to meet and confer and will attempt in good faith to try to resolve the
15 dispute or disagreement, including, if necessary, participation in mediation, prior to commencement
16 of any legal proceedings. If such negotiations and mediation are unsuccessful, and if any Party to
17 this Stipulated Judgment commences legal proceedings against the other to enforce any term or
18 condition of this Stipulated Judgment, or to seek damages for the breach of any term or condition of
19 this Stipulated Judgment, the prevailing Party shall be entitled to recover his/her/its reasonable
20 attorneys' fees, costs and expenses associated therewith, including any such attorneys' fees, costs
21 and expenses incurred on appeal.

22 25. Execution of Documents. The Parties agree to execute this Stipulated Judgment and
23 all such other documents as are reasonably necessary to effect the terms and conditions of this
24 Stipulated Judgment. The Stipulated Judgment may be executed in counterparts, each of which shall
25 be considered an original.

26 1941-029a

1 26. Retention of Jurisdiction: This Court shall retain jurisdiction to enforce the
2 terms of this Stipulated Judgment, and, in such case, shall allow the case to be reopened
3 without payment of a filing fee.

4 Respectfully Submitted:

5 APPROVED AS TO SUBSTANCE:

6 Dated: _____

_____ Environmental Law Foundation

7 Dated: _____

_____ Our Children’s Earth Foundation

8 Dated: _____

_____ Communities for a Better Environment

9 Dated: _____

_____ Durham School Services, L.P.

10 APPROVED AS TO FORM:

11 Dated: _____

ADAMS BROADWELL JOSEPH &
CARDOZO

12 By: _____

Richard Toshiyuki Drury
Attorneys for Plaintiffs

13 Dated: _____

GARDERE WYNNE SEWELL, LLP

14 By: _____

David Bates
Attorneys for Defendants

15 Dated: _____

SHEPPARD, MULLIN, RICHTER &
HAMPTON LLP

16 By: _____

Jeffrey Parker
Attorneys for Defendants

17 **APPROVED AND ORDERED:**

18 Dated: _____

_____ Hon. Ernest H. Goldsmith
Judge of the Superior Court

19 1941-029a

20 STIPULATED JUDGMENT

Page 17