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8 *Meredith Williams, Director, California Department*
of Toxic Substances Control

Plaintiff Exempt from Filing Fees
Pursuant to Govt. Code
§ 6103

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

14 **PEOPLE OF THE STATE OF CALIFORNIA, ex rel.**
15 **Meredith Williams, Director, California**
16 **Department of Toxic Substances Control,**

17 **Plaintiff,**

18 **v.**

20 **METECH RECYCLING, INC.,**

21 **Defendant.**

Case No.:

**STIPULATION FOR ENTRY OF
FINAL JUDGMENT FOR CIVIL
PENALTIES AND
PERMANENT INJUNCTION
ON CONSENT**

(Code of Civ. Proc., § 664.6)

22
23
24 Plaintiff, People of the State of California, ex rel., Meredith Williams, Director of the
25 Department of Toxic Substances Control (“DTSC”) and Defendant METech Recycling, Inc.
26 (“METech”), collectively referred to as “the Parties” and singularly as “Party,” enter into this
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28

1 Stipulation for Entry of Final Judgment for Civil Penalties and Permanent Injunction on Consent
2 (“Stipulation”) and stipulate as follows:

3 1. DTSC filed this enforcement action against METech alleging violations of the
4 Hazardous Waste Control Law, Health and Safety Code section 25100 et seq (HWCL) and its
5 implementing regulations, California Code of Regulations, title 22, division 4.5, section 66260.1
6 et seq. (“Title 22”) as set forth in the Complaint in this action. METech operates a facility located
7 at 6200 Engle Way, Gilroy, California 95020 (“Facility”), where it accepts electronic waste and
8 scrap metal for dismantling and shredding for metals recovery. DTSC personnel conducted
9 inspections of the Facility on May 20, 2015, April 28, 2016, June 23, 2016, and May 18, 2017;
10 and DTSC personnel conducted financial responsibility reviews in connection with METech’s
11 universal waste operations at the Facility on June 26, 2015, August 4, 2016, and July 5, 2017. As
12 a result of those inspections and financial responsibility reviews, DTSC determined that METech
13 violated the HWCL and Title 22 and issued several Summary of Violations. DTSC referred
14 enforcement of the matter to the Office of the Attorney General of the State of California,
15 culminating in the filing of the Complaint for Civil Penalties and Injunctive Relief against
16 METech (“Complaint”). The Complaint alleges that METech violated the HWCL and Title 22
17 because it: failed to maintain adequate financial assurance, failed to train employees, unlawfully
18 accumulated universal waste, failed to notify DTSC of shipments containing hazardous waste,
19 unlawfully stored hazardous waste, failed to minimize the possibility of release of hazardous
20 waste or hazardous waste constituents to the environment, failed to conduct treatment activities
21 over or in a containment device sufficient in size to prevent releases, failed to remove mercury-
22 containing devices prior to treatment methods that may cause release, failed to label universal
23 waste containers, failed to close hazardous waste containers, failed to label hazardous waste
24 containers, and failed to prepare a manifest for a shipment of hazardous waste.

25 2. The Parties engaged in settlement negotiations prior to the filing of the Complaint
26 and this Stipulation. In these negotiations DTSC was represented by the Office of the Attorney
27 General of the State of California. Defendant METech was represented by Richard Dongell of
28 Murchison & Cumming LLP.

1 3. DTSC and METech stipulate to the terms of the [Proposed] Final Judgment for
2 Civil Penalties and Permanent Injunction on Consent (“[Proposed] Final Judgment”). A copy of
3 the [Proposed] Final Judgment is attached to this Stipulation as Exhibit “A.” The Parties consent
4 to the entry of the [Proposed] Final Judgment by this Court without trial or adjudication of any
5 fact or law herein. METech waives its right to a hearing or trial on the matters alleged in the
6 Complaint. The Parties agreed that the [Proposed] Final Judgment is a fair and reasonable
7 resolution of the matters alleged in the Complaint and avoids the expense and uncertainty of trial
8 of the matters alleged in the Complaint. DTSC believes that entry of the [Proposed] Final
9 Judgment is consistent with its enforcement goals and objectives.

10 4. The Parties agree that if the Court does not enter the [Proposed] Final Judgment, this
11 Stipulation and the [Proposed] Final Judgment shall have no legal force and effect, the Parties are
12 not bound by the terms of this Stipulation or the [Proposed] Final Judgment, and each Party
13 reserves any and all of rights as to any issue or cause of action raised in the Complaint filed in
14 this matter.

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

18 6. This Stipulation may be executed by the Parties in counterparts, and when a copy is
19 signed by an authorized representative of each Party, the Stipulation shall be effective as if a
20 single document were signed by all Parties.

21 **IT IS SO STIPULATED.**
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24 FOR THE DEPARTMENT OF TOXIC SUBSTANCES CONTROL:

25 By: Original signed by Maria Soria

26 Maria Soria
27 Acting Division Chief
28 Enforcement and
Emergency Response Division

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Hazardous Waste Management Program
Department of Toxic Substances Control

FOR METECH RECYCLING, INC.

Original signed by Rex Cheng

DATE: 8/21/2020 _____

By: _____
(Rex Cheng)
(President)
ME Tech Recycling, Inc.

REVIEWED AND APPROVED AS TO FORM AND CONTENT:

Original signed by Xavier Becerra

DATED: _____

By: _____
XAVIER BECERRA
Attorney General of California
ROBERT SWANSON
Deputy Attorney General
Attorneys for Department of Toxic
Substances Control

Original signed by Richard Dongell

DATED: 9/15/2020 _____

By: _____
RICHARD DONGELL
Murchison & Cumming LLP
Attorney for METech Recycling, Inc.

Exhibit A

1 XAVIER BECERRA
Attorney General of California
2 MARGARITA PADILLA
Supervising Deputy Attorney General
3 ROBERT D. SWANSON
Deputy Attorney General
4 State Bar No. 295159
1300 I Street, Suite 125
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Attorneys for People of the State of California ex rel.
8 *Meredith Williams, Director, California Department*
of Toxic Substances Control

Plaintiff Exempt from Filing Fees
Pursuant to Govt. Code
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10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 COUNTY OF ALAMEDA

14 **PEOPLE OF THE STATE OF CALIFORNIA, ex**
rel. Meredith Williams, Director, California
15 *Department of Toxic Substances Control,*

16 **Plaintiff,**

17 **v.**

18 **METECH RECYCLING, INC.,**

19 **Defendant.**

Case No.:

[PROPOSED]

**FINAL JUDGMENT FOR CIVIL
PENALTIES AND PERMANENT
INJUNCTION ON CONSENT**

(Code of Civ. Proc., § 664.6)

21 **WHEREAS**, Plaintiff, the People of the State of California, ex rel. Meredith Williams,
22 Director, California Department of Toxic Substances Control (“DTSC”) and Defendant, METech
23 Recycling, Inc. (“METech”) collectively referred to as “the Parties” and singularly as “Party,” by
24 and through their respective representatives and counsel, entered into a Stipulation for Entry of
25 Final Judgment for Civil Penalties and Permanent Injunction on Consent in this matter
26 (“Stipulation”) and thereby have consented to the entry of this Final Judgment for Civil Penalties
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1 and Permanent Injunction on Consent (“Final Judgment”) and this court’s subject matter and
2 personal jurisdiction over the Parties;

3 **WHEREAS**, the Stipulation and the terms of this Final Judgment were negotiated in good
4 faith and at arms’ length by the Parties to further the public interest and to avoid expensive and
5 protracted litigation regarding the violations alleged in the Complaint for Civil Penalties and
6 Injunctive Relief (“Complaint”) filed by DTSC, and the Stipulation of the Parties and this Final
7 Judgment constitute a compromise of the matter (set forth in further detail herein); and

8 **WHEREAS**, the Superior Court of the State of California for the County of Alameda
9 (“Court”) finds that the settlement between the Parties is fair and reasonable and in furtherance of
10 the public interest;

11 **NOW THEREFORE**, upon the consent of the Parties, **IT IS HEREBY ORDERED,**
12 **ADJUDGED, AND DECREED:**

13 **1. JURISDICTION AND VENUE.**

14 This Court has subject matter jurisdiction over the matters alleged in the Complaint, and
15 personal jurisdiction over the Parties, and venue in this Court is proper.

16 **2. DEFINITIONS.**

17 All terms shall be interpreted consistent with chapter 6.5 of division 20 of the California
18 Health and Safety Code (Health & Saf. Code, § 25100 et seq) and the regulations promulgated in
19 division 4.5 of title 22 of the California Code of Regulations (“Title 22”), hereafter, collectively
20 the “HWCL.”

21 a. “Day” and “Days” shall have the same meaning as set forth in Title 22, section
22 66260.10.

23 b. “Effective Date” shall mean the date this Final Judgment in this matter is entered by
24 this Court.

25 **3. APPLICABILITY.**

26 The Stipulation and this Final Judgment shall apply to and be binding on: (1) METech and
27 METech’s officers, directors, managers, employees, agents, contractors, representatives, and any
28 successors in interest and assigns in their official capacity and (2) DTSC and any successor

1 agency that may have responsibility for and jurisdiction over the subject matter of this Final
2 Judgment entered in this matter.

3 **4. MATTERS COVERED AND RESERVED CLAIMS.**

4 4.1. Except as otherwise provided herein, the Stipulation and this Final Judgment is a
5 final and binding resolution and settlement of the violations of the HWCL, that were specifically
6 alleged by DTSC against METech in the Complaint. The matters described in the previous
7 sentence are “Covered Matters.” Any claim, violation, or cause of action that is not a Covered
8 Matter is a “Reserved Claim.” Nothing herein shall limit the ability of DTSC to enforce the terms
9 of the Stipulation or this Final Judgment or to pursue any Reserved Claim.

10 4.2. Reserved Claims include, without limitation, any claims under the Comprehensive
11 Environmental Response, Compensation, and Liability Act (CERCLA, 42 U.S.C., § 9601 et seq.),
12 the California Hazardous Substance Account Act (State Superfund, Health & Saf. Code, § 25300
13 et seq.), corrective action under Health and Safety Code section 25187, subd. (b), or any other
14 claims under the HWCL that are not Covered Matters. Except as expressly provided herein,
15 nothing in this Final Judgment or the Stipulation is intended to be, nor shall it be, construed to
16 preclude DTSC, or any federal, state, or local agency, department, board, or other entity, from
17 exercising its authority or rights under any federal, state, or local law, statute, or regulation. In
18 any subsequent action that may be brought by DTSC based on any Reserved Claim by this Final
19 Judgment, METech agrees that they will not assert that DTSC’s exercise of its enforcement
20 discretion not to pursue such claim, violation, or cause of action as part of this action constitutes
21 claim-splitting, laches, waiver, or is otherwise inequitable. METech agrees that this Final
22 Judgment is valid and enforceable and waives any collateral attack on this Final Judgment or
23 other assertion that this Final Judgment is contrary to law.

24 4.3. The provisions of Paragraph 4.1 do not limit DTSC from enforcing the terms of this
25 Final Judgment.

26 4.4. The provisions of Paragraph 4.1 are effective on the Effective Date, but the
27 continuing effect of Paragraph 4.1’s provisions is expressly conditioned on METech’s full
28 payment of the amounts due under this Final Judgment as set forth in Paragraph 7 below.

1 4.4 METech covenants not to pursue any civil or administrative claims against DTSC or
2 against any governmental unit of the State of California or against their officers, employees,
3 representatives, agents, or attorneys for actions taken arising out of or related to a Covered
4 Matter.

5 **5. ADMISSION TERMS.**

6 METech admits the violations of law as set forth in each of the causes of action alleged in
7 the Complaint.

8 **6. INJUNCTIVE TERMS.**

9 Compliance with the HWCL and its Implementing Regulations. Pursuant to the
10 provisions of Health and Safety Code sections 25181 and 25184, METech shall comply with all
11 provisions of the HWCL that are applicable to METech's operations at the Facility. Nothing in
12 this Final Judgment is intended to, nor shall it be construed to, relieve METech of any applicable
13 obligation under the foregoing statutes and regulations. The specific injunctive provisions that
14 follow may subject METech to the enforcement provisions herein including contempt and
15 additional penalties in this action, as well as in any separate enforcement action that may be
16 brought by DTSC in connection with the hazardous waste (including universal waste) operations
17 at the Facility:

- 18 a. Minimize Releases. METech shall maintain and operate the Facility to minimize
19 the possibility of a fire, explosion, or any unplanned sudden or non-sudden release
20 of hazardous waste or hazardous waste constituents to air, soil, or surface water as
21 required by Title 22, section 66265.31.
- 22 b. Mercury-Containing Components. METech shall ensure that all mercury-
23 containing lamps, polychlorinated biphenyls (PCB) capacitors, and other
24 components containing fluids that are hazardous waste, are removed prior to
25 treatment methods that may release the fluids as required by Title 22, section
26 66273.75, subdivision (a)(2).
- 27 c. Containment Device. METech shall conduct treatment activities over, or in, a
28 containment device sufficient in size and construction to contain any materials that

1 might be released to the environment under reasonably foreseeable conditions as
2 required by Title 22, section 66273.75, subdivision (a)(3).

3 d. Containment of Residuals. METech shall contain any residuals that are produced
4 from treating electronic devices, residual printed circuit boards, and/or CRTs, in a
5 manner that prevents releases of hazardous residuals to the environment under
6 reasonably foreseeable conditions as required by Title 22, section 66273.75,
7 subdivision (b)(2).

8 e. Work Plan. METech shall comply with all the requirements, including, but not
9 limited to those related to monitoring, surveillance, notification, reporting,
10 recordkeeping, personal protective equipment, hazard communication, medical
11 surveillance, and sampling and analysis, set forth in the Industrial Hygiene
12 Exposure Monitoring Work Plan, which was prepared by Forensic Analytical
13 Consulting Services that has a revision date of August 6, 2018 and is attached
14 hereto as Exhibit 1.

15 f. Storage. METech shall only store hazardous waste at the Facility if permitted, or
16 otherwise authorized by the Department, or as required by Title 22, section
17 66262.34.

18 g. Manifests. METech shall complete uniform hazardous waste manifests for all
19 hazardous waste generated at the Facility that is transported, or submitted for
20 transportation, for offsite handling, treatment, storage, or disposal prior to the time
21 the hazardous waste is shipped offsite as required by Health and Safety Code
22 section 25160, subdivision (b)(1) and Title 22, sections 66262.20, subdivision (a)
23 and 66262.23.

24 h. Financial Assurance. METech shall maintain adequate financial assurance for the
25 Facility, as required by Title 22, sections 66273.76, subdivisions (c) and (d), and
26 66265.143.

- 1 i. Training. METech shall comply with the training requirements pertaining to the
2 management of universal waste at the Facility as required by Title 22, section
3 66273.36.
- 4 j. Notification to DTSC of Shipments Containing Hazardous Waste. METech shall
5 immediately notify DTSC if it receives as a universal waste, a shipment containing
6 hazardous waste that is not a universal waste as required by Title 22, section
7 66273.38, subdivision (g).
- 8 k. Closed Containers. METech shall always keep containers holding hazardous
9 waste closed during storage, except when it is necessary to add or remove waste,
10 as required by Code of Federal Regulations, title 40, sections 265.173, subdivision
11 (a), 262.34, subdivisions (d)(2), and Title 22, section 66262.34, subdivision (d)(2).
- 12 l. Accumulation Time Limits and Labelling Requirements for Hazardous Waste.
13 METech shall not accumulate hazardous waste, which is not universal waste, at
14 the Facility for longer than the time limits established by Title 22, section
15 66262.34, and METech shall label or mark each container used for onsite
16 accumulation of hazardous waste at the Facility clearly with the words,
17 “HAZARDOUS WASTE” as required by Title 22, section 66262.34, subdivision
18 (f)(3).
- 19 m. Accumulation Time Limits for Universal Waste and Labelling Requirements for
20 Universal Waste. METech shall not accumulate universal waste at the Facility for
21 longer than one year from the date the universal waste was generated, or was
22 received from another universal waste handler as required by Title 22, section
23 66273.35, subdivision (a), and METech shall be able to demonstrate the length of
24 time that universal waste has been accumulated from the date it became a waste or
25 was received at the Facility as required by Title 22, section 66273.35, subdivision
26 (b). If METech fails to properly label universal waste as required under this
27 provision, METech must manage the waste in accordance with the requirements of
28 title 22, section 66262.34.

1 n. Labeling and Marking of Electronic Devices and CRTs. METech shall either label
2 or mark each electronic device, CRT, and container and pallet containing
3 electronic devices or CRTs at the Facility with the phrase “Universal Waste-
4 Electronic Device(s)” or “Universal Waste-CRT glass” as required by Title 22,
5 section 66273.34, subdivisions (d), (e), and (f) or combine, package, and
6 accumulate each electronic device, CRT, and/or container of CRT glass in
7 appropriate containers or within a designated area demarcated by boundaries that
8 are clearly labeled with applicable portion(s) of the following phrase: “Universal
9 Waste-Electronic Device(s)/Universal Waste -CRT(s)/Universal Waste-CRT
10 Glass” as required by Title 22, section 66273.34, subdivision (g).

11 **7. MONETARY SETTLEMENT REQUIREMENTS.**

12 7.1. METech shall pay DTSC the total amount of three hundred and ten thousand dollars
13 (\$310,000) in civil penalties as follows:

14 7.2. The first payment of one hundred thousand dollars (\$100,000.00) (“Initial Payment”)
15 shall be made within 30 days of the Effective Date. Payment of the remaining two hundred and
16 ten thousand dollars (\$210,000.00) shall be made in nine (9) equal payments of ten thousand
17 dollars (\$10,000.00), followed by six (6) equal payments of twenty thousand dollars (\$20,000.00)
18 (“Monthly Payments”). Defendant shall pay the first Monthly Payment within 60 days of the
19 Effective Date, with each subsequent payment due within an additional 30 days of the Effective
20 Date (i.e., the second Monthly Payment shall be made within 90 days of the Effective Date, the
21 third Monthly Payment shall be made within 120 days of the Effective Date, etc.). All payments
22 must be received by DTSC by the respective due dates as set forth in the below chart:
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Payment No.	Due Date	Amount Due
1	Within 30 days of the Effective Date of the Final Judgment	\$100,000.00
2	Within 60 days of the Effective Date of the Final Judgment	\$10,000.00
3	Within 90 days of the Effective Date of the Final Judgment	\$10,000.00
4	Within 120 days of the Effective Date of the Final Judgment	\$10,000.00
5	Within 150 days of the Effective Date of the Final Judgment	\$10,000.00
6	Within 180 days of the Effective Date of the Final Judgment	\$10,000.00
7	Within 210 days of the Effective Date of the Final Judgment	\$10,000.00
8	Within 240 days of the Effective Date of the Final Judgment	\$10,000.00
9	Within 270 days of the Effective Date of the Final Judgment	\$10,000.00
10	Within 300 days of the Effective Date of the Final Judgment	\$10,000.00
11	Within 330 days of the Effective Date of the Final Judgment	\$20,000.00
12	Within 360 days of the Effective Date of the Final Judgment	\$20,000.00

13	Within 390 days of the Effective Date of the Final Judgment	\$20,000.00
14	Within 420 days of the Effective Date of the Final Judgment	\$20,000.00
15	Within 450 days of the Effective Date of the Final Judgment	\$20,000.00
16	Within 480 days of the Effective Date of the Final Judgment	\$20,000.00

7.3. If METech fails to make a payment (i.e., the Initial Payment or one of the fifteen (15) Monthly Payments) as required herein, such failure shall result in the immediate acceleration of the balance due and owing and METech shall pay DTSC post-judgment interest as provided by Code of Civil Procedure section 685.010 (10 percent) from the date of default. In addition, DTSC shall be entitled to payment of its attorneys' fees and costs incurred in pursuing enforcement of the full monetary payment due under this Final Judgment and to interest on the unsatisfied amount of this Final Judgment, as provided in California Civil Code section 685.010.

7.4 METech shall pay all monies owed to DTSC pursuant to this Final Judgment by cashier's check, made payable to the "Department of Toxic Substances Control" and bearing the notation "METech Recycling" and the case number that is assigned by the Court and shall be sent via certified mail to:

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

7.5 The Initial Payment and each Monthly Payment shall be accompanied by the Payment Voucher that is attached to this Final Judgment as Exhibit 2. An electronic (i.e., Adobe PDF)

1 copy or paper photocopy of each cashier's check shall be sent, at the same time, to those persons
2 identified in Paragraph 9.

3 **8. DTSC ENFORCEMENT OF JUDGMENT.**

4 DTSC may move the court for relief for any violation of any provision of this Final
5 Judgment including, but not limited to, contempt, additional injunctive provisions, or additional
6 penalties consistent with the provisions of this Final Judgment and applicable law. Such
7 motion(s) shall be brought pursuant to Code of Civil Procedure section 1005. Further, nothing
8 herein shall limit any rights of: DTSC to seek any other relief or remedies provided by law with
9 respect to Reserved Claims, including but not limited to, seeking such relief or remedies in a new
10 action. Except as provided herein, METech's rights to defend against any motion for enforcement
11 of this Consent Judgment or against a new enforcement action brought by DTSC are reserved.

12 **9. NOTICES.**

13 All notices under the Stipulation and this Final Judgment entered by this Court shall be in
14 writing and shall be sent via electronic mail and United States mail, to the following identified
15 addressees, or such other addressees, or changes to the addressees below, as a Party may
16 designate in writing from time to time:

17 a. For Plaintiff:

18 Rick Robison
19 Senior Environmental Scientist (Supervisory)
20 Department of Toxic Substances Control
21 700 Heinz Avenue
22 Berkeley, California 94710
23 Email: Robison.Rick@dtsc.ca.gov

24 Brooke O'Hanley Selzer
25 Senior Attorney
26 Office of Legal Counsel
27 Department of Toxic Substances Control
28 700 Heinz Avenue
29 Berkeley, California 94710
30 Email: Brooke.Selzer@dtsc.ca.gov

31 Robert D. Swanson
32 Deputy Attorney General
33 Office of the Attorney General
34 1300 I St., 15th Floor
35 Sacramento, CA 95814
36 Email: Robert.Swanson@doj.ca.gov

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b. For Defendant:

Rex Cheng
METech Recycling, Inc.
6200 Engle Way
Gilroy, CA 95020
Email: rcheng@metechrecycling.com

Richard Dongell
Of Counsel
Murchison & Cumming LLP
18201 Von Karman Ave., Suite 1100 Suite 950
Irvine, CA 92612
Email: RDongell@murchisonlaw.com

Any party may change its respective representative(s) for purpose of notice by providing the name, mailing address, and email address of the new representative, in writing, to those persons identified above. All notices or other communications required or permitted under this Final Judgment that are addressed as provided above are effective upon delivery by United States mail.

10. NO WAIVER OF RIGHT TO ENFORCE.

DTSC’s decision not 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 or DTSC’s enforcement authority. DTSC’s decision not to enforce any such provision of this Final Judgment shall not preclude it from later enforcing the same or other provisions.

11. NECESSITY OF WRITTEN APPROVALS.

All notices, approvals, and decisions of DTSC under the terms of the Stipulation or this Final Judgment shall be communicated to METech in writing. No oral advice, guidance, suggestions, or comments by employees or officials of the Parties, or people or entities acting on behalf of the Parties, regarding matters covered in this Final Judgment or the Stipulation shall be construed to relieve METech of the obligations applicable to them under this Final Judgment or the Stipulation.

1 **12. EFFECT OF STIPULATION AND FINAL JUDGMENT.**

2 Nothing in this Final Judgment shall relieve METech from the obligation to obtain all
3 necessary permits, entitlements, and authorizations, or from any other obligations it has under
4 law, statute, regulation, ordinance, permitting authority, or other authority. Except as expressly
5 provided in this Final Judgment, nothing herein is intended to be, nor shall it be, construed to
6 preclude DTSC, or any state, county, or local agency, department, board, or entity from
7 exercising its authority under any law, statute, or regulation. Except as expressly provided in this
8 Final Judgment, METech retains all of their rights, claims, and defenses to the exercise of the
9 aforementioned authority.

10 **13. NO LIABILITY OF DTSC.**

11 DTSC shall not be liable for any injury or damage to persons or property resulting from
12 acts or omissions by METech or their agents, servants, employees, representatives, or other
13 persons acting in concert or participating with METech, in carrying out activities pursuant to the
14 Stipulation or this Final Judgment, nor shall DTSC be held as a party to or guarantor of any
15 contract entered into by METech or their agents, servants, employees, representatives, or other
16 persons acting in concert or participating with METech, in carrying out the requirements of the
17 Stipulation and this Final Judgment.

18 **14. FUTURE STATUTORY AND REGULATORY CHANGES.**

19 Nothing in this Final Judgment shall excuse METech from meeting any more stringent
20 requirements that may be imposed by applicable law or by changes in the applicable law.

21 **15. INTEGRATION.**

22 The Stipulation and this Final Judgment constitute the entire agreement between the
23 Parties with respect to the Covered Matters and may not be amended or supplemented except as
24 provided for herein. No oral representations have been made or relied on other than as expressly
25 set forth herein.

26 **16. PAYMENT OF LITIGATION EXPENSES AND FEES.**

27 Other than as specified above, each Party shall bear its own attorneys' fees and costs.
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17. RETENTION OF JURISDICTION.

The Parties agree that this Court has continuing jurisdiction to interpret and enforce the provisions of the Stipulation and this Final Judgment and to address any other matters arising out of or regarding the Stipulation or this Final Judgment.

18. ABILITY TO INSPECT AND COPY RECORDS AND DOCUMENTS

METech shall permit any duly authorized representative of DTSC and/or the Gilroy Fire Department (Certified United Program Agency (“CUPA”)) or successor agency to inspect and copy METech’s records and documents to determine whether METech is in compliance with the terms of the Stipulation and this Final Judgment. Nothing in this Paragraph is intended to require access to or production of any privileged documents.

19. EQUAL AUTHORSHIP.

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

20. AMENDMENTS TO THE FINAL JUDGMENT.

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

IT IS ORDERED THAT THE FINAL JUDGMENT BE ENTERED.

Dated: _____, 2020

JUDGE OF THE SUPERIOR COURT