

COPY

By Fax

XAVIER BECERRA
Attorney General of California
HARRISON M. POLLAK
Supervising Deputy Attorney General
LAURA J. ZUCKERMAN
Deputy Attorney General
State Bar No. 161896
1515 Clay Street, 20th Floor
Oakland, CA 94612
Telephone: (510) 879-1299
Fax: (510) 622-2270
E-mail: Laura.Zuckerman@doj.ca.gov
Attorneys for Plaintiff
The People of the State of California ex rel.
Meredith Williams, Director of the Department of
Toxic Substances Control

ENDORSED
FILED
ALAMEDA COUNTY

AUG 06 2020

CLERK OF THE SUPERIOR COURT

By *[Signature]* Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

**THE PEOPLE OF THE STATE OF
CALIFORNIA ex rel. MEREDITH
WILLIAMS, DIRECTOR OF THE
DEPARTMENT OF TOXIC SUBSTANCES
CONTROL,**

Plaintiff,

v.

**SYNERGY ENTERPRISES, INC., AND
DOES 1-20,**

Defendant(s).

CASE NO.: RG19047099

ASSIGNED FOR ALL PURPOSES TO:
JUDGE SELIGMAN
DEPARTMENT 23

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

[Code of Civ. Proc., § 664.6]

Action Filed: December 16, 2019

Plaintiff, People of the State of California ex rel. Meredith Williams, Director of the Department of Toxic Substances Control ("DTSC"), and Defendant Synergy Enterprises, Inc. (collectively referred to as "the Parties") enter into this Stipulation for Entry of Final Judgment and Permanent Injunction ("Stipulation") and stipulate as follows:

1. DTSC has filed a Complaint against Defendant Synergy Enterprises, Inc., a California-registered corporation that remediates asbestos and operates a hazardous waste transfer facility at 28436 Satellite Street, Hayward, Alameda County, and Does 1-20, on December 16,

1 2019. The Complaint alleges violations under the HWCL and the Title 22 regulations by
2 Defendant based on the following: DTSC's inspections of Defendant's facility on or about
3 March 15, 2016, and March 29, 2019; DTSC's 2016 review of its Hazardous Waste Tracking
4 System and of files requested from Defendant during the March 2016 inspection, including, but
5 not limited to, manifests, bills of lading, land disposal restrictions and exception reports;
6 transportation registration and Vehicle insurance and Financial Reports; and DTSC's review of its
7 own and Defendant's Hazardous Waste Tracking System during August of 2018. The Complaint
8 alleges violations under the HWCL, in particular Health and Safety Code section 25163,
9 subdivision (a), section 25189, subdivision (a), section 25189.2, subdivision (a), section 25201,
10 subdivision (a), and the Title 22 regulations, including California Code of Regulations, title 22,
11 section 66263.18, by Defendant, based on the facts set forth in the Complaint.

12 2. The Parties engaged in settlement negotiations prior to the filing of the Complaint
13 and this Stipulation. In these negotiations, DTSC was represented by the Office of the Attorney
14 General of the State of California. Defendant, Synergy Enterprises, Inc. was represented by
15 Dentons US LLP, a law firm.

16 3. DTSC and Synergy Enterprises, Inc. stipulate to the terms of the [Proposed] Final
17 Judgment for Civil Penalties and Permanent Injunction on Consent ("[Proposed] Final Judgment
18 on Consent"), which is lodged concurrently with this Stipulation. A copy of the [Proposed] Final
19 Judgment on Consent is attached to this Stipulation as Exhibit "A." The Parties consent to the
20 entry of the [Proposed] Final Judgment on Consent by the Court without trial or adjudication of
21 any fact or law herein. The Parties agreed that the [Proposed] Final Judgment on Consent is a
22 fair and reasonable resolution and avoids the expense and uncertainty of trial of the matters
23 alleged in the Complaint. DTSC believes that entry of the [Proposed] Final Judgment on Consent
24 is consistent with its enforcement goals and objectives.

25 4. The Parties agree to dismissal without prejudice of Does 1-20.

26 5. The Parties agree that if the Court does not enter the [Proposed] Final Judgment on
27 Consent, this Stipulation and the [Proposed] Final Judgment on Consent shall have no legal force
28 and effect, the Parties are not bound by the terms of this Stipulation or the [Proposed] Final

Judgment on Consent, and each party reserves any and all of rights as to any issue or cause of action raised in the Complaint filed in this matter.

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

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

IT IS SO STIPULATED.

FOR PLAINTIFF THE PEOPLE OF THE STATE OF CALIFORNIA ex rel. MEREDITH WILLIAMS, DIRECTOR OF THE DEPARTMENT OF TOXIC SUBSTANCES CONTROL:

Original signed by Maria Soria

By:

Maria Soria
Acting Chief
Enforcement and Emergency Response
Division
Department of Toxic Substances Control

FOR SYNERGY ENTERPRISES, INC.:

DATED: 4 Aug 2020

Original signed by Russell Jacobsen

By:

Russell Jacobsen
Russell Jacobsen
Chief Financial Officer
Synergy Enterprises, Inc.

REVIEWED AND APPROVED AS TO FORM AND CONTENT:

DATED: August 6, 2020

Original signed by Laura J. Zuckerman

By:

Laura J. Zuckerman
Deputy Attorney General
Attorneys for Plaintiff
The People of the State of California ex
rel. Meredith Williams, Director of the
Department of Toxic Substances Control

DATED: August 5, 2020

By:

Original signed by Mordecai Boone
Mordecai Boone
Dentons US LLP
Attorneys for Synergy Enterprises, Inc.

OK2017506680

EXHIBIT A

1 XAVIER BECERRA
Attorney General of California
2 HARRISON M. POLLAK
Supervising Deputy Attorney General
3 LAURA J. ZUCKERMAN
Deputy Attorney General
4 State Bar No. 161896
1515 Clay Street, 20th Floor
5 Oakland, CA 94612-0550
Telephone: (510) 879-1299
6 Fax: (510) 622-2270
E-mail: Laura.Zuckerman@doj.ca.gov
7 *Attorneys for Plaintiff*
The People of the State of California ex rel.
8 *Meredith Williams, Director of the Department of*
Toxic Substances Control

Exempt from Filing Fees
Pursuant to Govt. Code
§ 6103

9
10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 COUNTY OF ALAMEDA

12
13 **THE PEOPLE OF THE STATE OF**
14 **CALIFORNIA ex rel. MEREDITH**
15 **WILLIAMS, DIRECTOR OF THE**
16 **DEPARTMENT OF TOXIC SUBSTANCES**
17 **CONTROL,**

Plaintiff,

18 v.

19 **SYNERGY ENTERPRISES, INC.,**

20 **Defendant.**

CASE NO.: RG19047099

ASSIGNED FOR ALL PURPOSES TO:
JUDGE SELIGMAN
DEPARTMENT 23

[PROPOSED]
FINAL JUDGMENT FOR CIVIL
PENALTIES AND
PERMANENT INJUNCTION
ON CONSENT

Action Filed: December 16, 2019

1 Plaintiff, the People of the State of California ex rel. Meredith Williams, Director of the
2 Department of Toxic Substances Control (“DTSC”), and Defendant Synergy Enterprises, Inc.,
3 collectively referred to as “the Parties” and singularly as “Party,” have stipulated to the entry of
4 this Final Judgment for Civil Penalties and Permanent Injunction on Consent (“Judgment”). This
5 Judgment addresses violations of the California Hazardous Waste Control Law, Health and Safety
6 Code sections 25100 et. seq. (“HWCL”), and its implementing regulations, California Code of
7 Regulations, title 22, section 66260.1 et seq. (“Title 22”), as alleged in DTSC’s Complaint for
8 Civil Penalties and Injunctive Relief (“Complaint”). The Court, pursuant to its authority under
9 Code of Civil Procedure section 664.6, having considered the Complaint, the Stipulation for
10 Entry of Final Judgment for Civil Penalties and Permanent Injunction on Consent between the
11 Parties (“Stipulation”) filed in this matter, and any other evidence or argument presented in this
12 action, and good cause appearing:

13 **NOW THEREFORE, UPON THE CONSENT OF THE PARTIES, IT IS HEREBY**
14 **ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

15 **1. THE COMPLAINT**

16 DTSC filed the Complaint against Defendant Synergy Enterprises, Inc. (“Defendant”), a
17 California-registered corporation that remediates asbestos and operates a hazardous waste transfer
18 facility at 28436 Satellite Street, Hayward, Alameda County, and Does 1-20, on December 16,
19 2019. The Complaint alleges violations under the HWCL and the Title 22 regulations by
20 Defendant based on the following: DTSC’s inspections of Defendant’s facility on or about
21 March 15, 2016, and March 29, 2019; DTSC’s 2016 review of its Hazardous Waste Tracking
22 System and of files requested from Defendant during the March 2016 inspection, including, but
23 not limited to, manifests, bills of lading, land disposal restrictions and exception reports;
24 transportation registration and Vehicle insurance and Financial Reports; and DTSC’s review of its
25 own and Defendant’s Hazardous Waste Tracking System during August of 2018. The Complaint
26 alleges violations under the HWCL, in particular Health and Safety Code section 25163,
27 subdivision (a), section 25189, subdivision (a), section 25189.2, subdivision (a), and section
28

1 25201, subdivision (a), and the Title 22 regulations, including California Code of Regulations,
2 title 22, section 66263.18, by Defendant, based on the facts set forth in the Complaint.

3 **2. JURISDICTION AND VENUE**

4 2.1 The Superior Court of California, County of Alameda, has subject matter
5 jurisdiction over the matters alleged in this action and personal jurisdiction over the Parties to this
6 Judgment. Venue in the Alameda County Superior Court is proper under Health and Safety Code
7 sections 25181 and 25183.

8 2.2 The Court orders dismissal of Does 1-20 without prejudice.

9 **3. DEFINITIONS**

10 All terms shall be interpreted as provided consistent with the HWCL and the Title 22
11 regulations. The following terms used in this Judgment shall have the meaning(s) set forth
12 below:

13 a. “EFFECTIVE DATE” is the date the Judgment is entered by the Court.

14 b. “FACILITY”: The hazardous waste transfer facility under California Health and
15 Safety Code section 25117.1 owned and operated by Defendant and located at 28436 Satellite
16 Street, Hayward, Alameda County, California.

17 c. “HAZARDOUS WASTE” shall have the definitions set forth in Health and Safety
18 Code section 25117 and in the applicable provisions of Title 22, including, but not limited to,
19 California Code of Regulations, title 22, sections 66260.10, 66261.2, and 66261.3, and sections
20 66261.20 through 66261.24.

21 **4. WAIVER OF HEARING AND TRIAL AND RIGHT TO APPEAL**

22 Pursuant to the Stipulation, Defendant waives its rights to a hearing or trial on the claims
23 alleged in the Complaint, and waives its right to appeal.

24 **5. ADMISSIONS PROVISION**

25 The violations alleged in the Complaint are deemed proven for purposes of a future
26 enforcement action or permitting or renewal decision by DTSC without any need for testimony or
27 other evidence (“Deemed Proven Violations”). DTSC may use the Deemed Proven Violations as
28 provided in Paragraph 6 herein.

1 **6. DTSC's USE OF DEEMED PROVEN VIOLATIONS**

2 6.1 Except as expressly provided herein, DTSC shall be entitled to use the Deemed
3 Proven Violations for any of the following: (1) seek enhanced penalties in any subsequent
4 administrative or civil action to show a pattern or course of conduct or history of noncompliance
5 by Defendant, including without limitation pursuant to Health and Safety Code section 25189.4;
6 (2) make a decision regarding renewal, suspension, or termination of any permit or other grant of
7 authorization by DTSC regarding Defendant's hazardous waste operations ; or (3) take any action
8 or make any decision or determination authorized by law. Nothing in this Judgment is a waiver or
9 a limitation on such DTSC authority.

10 6.2 If DTSC seeks to use the Deemed Proven Violations in any future administrative or
11 civil action or other proceeding, decision, or process regarding Defendant, including, but not
12 limited to, any decision made pursuant to Health and Safety Code section 25186, Defendant will
13 not assert any equitable defenses in connection with DTSC's use of such Deemed Proven
14 Violations. Further, Defendant will not dispute the facts underlying the Deemed Proven
15 Violations as set forth in each of the causes of action alleged in the Complaint in any such future
16 administrative or civil action or other proceeding, decision, or process.

17 6.3 Nothing in the Stipulation or this Judgment is intended or shall be construed to affect
18 or limit DTSC's authority to take any action on Defendant's hazardous waste transporter
19 registration, including denial, revocation, or denial of registration renewal. Nor shall the
20 Stipulation or this Judgment be construed as an indication of DTSC's support for the renewal or
21 approval of any future permit or authorization, or specific terms thereof, for the FACILITY.

22 **7. NO PRECLUSION OF MORE STRINGENT REQUIREMENTS IN FUTURE**
23 **PERMITS OR AUTHORIZATIONS**

24 Nothing in this Judgment shall affect DTSC's authority to make any decision regarding
25 grants of authorization by DTSC, including but not limited to requiring different or more stringent
26 requirements in any grant of authorization by DTSC. Further, nothing in this Judgment shall be
27 construed to preclude or prejudice DTSC from exercising its discretion regarding permitting
28 decisions or determinations.

1 **8. INJUNCTIVE PROVISIONS**

2 Pursuant to the provisions of California Health and Safety Code sections 25181 and 25184,
3 Defendant is permanently enjoined to comply with the injunctive provisions in Paragraphs 8.1
4 through 8.3. For the purposes of this Judgment, these injunctive provisions shall be construed as
5 a standard or requirement issued or adopted pursuant to the HWCL.

6 8.1 As required by Health and Safety Code section 25163, subdivision (a), Defendant
7 shall not carry on or engage in the transportation of HAZARDOUS WASTE unless, at the time of
8 transportation, Defendant holds a valid registration issued by DTSC.

9 8.2 As required by Health and Safety Code section 25163, subdivision (a), any director,
10 officer, employee, representative, or agent of Defendant who transports HAZARDOUS WASTE
11 in a vehicle shall have a valid registration issued by DTSC in his or her possession while
12 transporting the HAZARDOUS WASTE.

13 8.3 As required by Health and Safety Code section 25201, subdivision (a), Defendant
14 shall not store HAZARDOUS WASTE at the FACILITY without a permit or other authorization
15 from DTSC. Defendant shall comply at all times with the exempt transfer facility requirements
16 for registered transporters as set forth in California Code of Regulations, title 22, section
17 66263.18.

18 Violations of any of these injunctive provisions may lead to revocation or cancellation of
19 Defendant's HAZARDOUS WASTE transporter registration.

20 Notwithstanding any provision in this Judgment, nothing in this Judgment shall relieve or
21 excuse Defendant from complying with all applicable requirements of the HWCL and Title 22
22 regulations.

23 **9. LIABILITY OF DEFENDANT FOR VIOLATIONS OF THE INJUNCTIVE**
24 **PROVISIONS**

25 Notwithstanding any other provision in the Judgment, Defendant shall be liable for any
26 violation of the Judgment as the result of any conduct by any person acting under, by, or behalf of
27 Defendant, including but not limited to, its directors, officers, employees, representatives, or
28 agents.

1 **10. PAYMENTS**

2 10.1 Defendant is liable for total payments of five-hundred thousand dollars (\$500,000),
3 which shall consist of civil penalties comprised as follows:

4 10.1.1 Civil Penalty payment to DTSC in the amount of \$500,000 to be paid over two years
5 as follows: two hundred thousand dollars (\$200,000), shall be made within thirty (30) calendar
6 days of the Effective Date, and additional payments of \$37,500 shall be made every ninety (90)
7 calendar days after the initial payment for eight (8) quarters thereafter.

8 10.1.2 If any payment due under Paragraph 10.1.1 is due on a weekend or holiday on
9 which banks are closed for normal business, the due date shall be extended to the next business
10 day which is not a holiday. The payment schedule shall be thereafter calculated from that
11 extended due date.

12 10.1.3 Defendant may additionally pay any amount over and above the amount due for any
13 quarterly payment after the Effective Date without penalty. Such prepayment shall reduce the
14 total civil penalty balance owed by Defendant, but shall not in any event reduce the amount of
15 any quarterly payment below \$37,500, unless doing so would result in full payment of the balance
16 of the civil penalty. Should Defendant elect to prepay any amount of civil penalty, Defendant
17 shall notify DTSC that it is doing so when submitting payment confirmation as set forth in
18 Paragraph 10.3.

19 10.2 Defendant(s) shall pay the penalty by cashier's check or wire transfer made payable
20 to "California Department of Toxic Substances Control" and bearing the notation "HWCA
21 Docket # 20167255 and Site Code 601615," and shall send any check to:

22 Cashier
23 Accounting Office, MS-21A
24 Department of Toxic Substances Control
25 P.O. Box 806
26 Sacramento, CA 95812-0806

27 ///

28 ///

1 10.3 An electronic copy or paper photocopy of each payment shall be sent, at the same
2 time, to DTSC and Office of Attorney General personnel specified in Paragraph 11 (“Notices”)
3 below. Upon request, DTSC will provide its confidential wire transfer information to Defendant.

4 10.4 Defendant shall be liable for a late payment penalty of \$10,000 for each calendar day
5 that one or more payment(s) required pursuant to Paragraph 10.1.1 is late. In the event that
6 DTSC brings a motion to enforce payment of Defendant’s obligations, DTSC shall be entitled to
7 recover from Defendant its attorneys’ fees and costs incurred for such action.

8 10.5 In addition, in the event that Defendant fails to make a payment required within a
9 deadline required by this Judgment, all amounts owing shall become due and payable and DTSC
10 may bring a motion to enforce the payment of such obligation. DTSC shall be entitled to
11 statutory interest on the amount remaining unsatisfied pursuant to Code Civil Procedure section
12 685.010 until full payment is made. DTSC shall be entitled to recover from Defendant its
13 attorneys’ fees and costs incurred for such action.

14 **11. NOTICES TO PARTY REPRESENTATIVES**

15 All submissions and notices required by this Judgment shall be sent to:

16 For DTSC:

17 Name: Rick Robison
18 Title: Unit Chief, State Oversight and Enforcement Branch
19 Address: Department of Toxic Substances Control
700 Heinz Avenue, Unit 200
Berkeley, California 94710

20 Name: Laura J. Zuckerman
21 Title: Deputy Attorney General
22 Address: State of California Department of Justice, Attorney General’s Office
1515 Clay Street, 20th Floor
P.O. Box 70550
Oakland, CA 94612
23 Laura.Zuckerman@doj.ca.gov

24 For Defendant:

25 Name: Russell Jacobsen
26 Title: Chief Financial Officer
27 Address: Synergy Enterprises, Inc.
28436 Satellite Street
Hayward, CA 94545

russell.jacobsen@synergyenterprises.com

(additional email notice recipient)

Any Party may change its notice name and address by informing the other Party in writing, but no change is effective until it is received. All notices and other communications required or permitted under this Judgment that are properly addressed as provided in this paragraph are effective upon delivery if delivered personally or by overnight mail, or are effective seven (7) calendar days following deposit in the United States mail, postage prepaid, if delivered by mail.

12. MATTERS COVERED AND RESERVED CLAIMS

12.1 The Judgment is a final and binding resolution and settlement of the claims, violations, and causes of action specifically alleged by DTSC in the Complaint in this matter against Defendant (“Covered Matters”). Any claim, violation, or cause of action that is not a Covered Matter is a “Reserved Claim.” The provisions of Paragraph 12.1 are effective on the date of the entry of the Judgment, provided, however, that the continuing effect of the provision of Paragraph 12.1 is expressly conditioned on Defendant’s full payment of the amounts due under this Judgment as set forth in Paragraph 10.

12.2 Reserved Claims include, without limitation, any claim or cause of action against Defendant under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA, 42 U.S.C. § 9601 et seq.), the California Hazardous Substance Account Act (State Superfund, Health & Saf. Code, § 25300 et seq.), and Health and Safety Code section 25187, subdivision (b) (corrective action concerning a release of hazardous waste or a hazardous constituent into the environment), for performance of cleanup, corrective action, or response action for any actual past or future releases, spills, or disposals of HAZARDOUS WASTE at or from Defendant’s FACILITY. Reserved Claims also include claims based on a failure of Defendant to meet a requirement of the Judgment, including but not limited to any efforts by DTSC to enforce this Judgment.

12.3 DTSC reserves the right to pursue any Reserved Claim and Defendant reserves the right to defend against any Reserved Claim.

12.4 In any subsequent action that may be brought by DTSC based on any Reserved Claim, Defendant agrees that it will not assert that DTSC’s decision not to pursue any Reserved

1 Claim as part of this action constitutes claim-splitting, laches, or any other lack of timeliness,
2 except for the statute of limitations.

3 **13. DEFENDANT'S COVENANT NOT TO PURSUE CIVIL OR ADMINISTRATIVE**
4 **CLAIMS**

5 Defendant, on behalf of itself and its directors, officers, and employees, covenants not to
6 pursue any civil or administrative claims against DTSC or against any agency of the State of
7 California, or against any of their respective officers, employees, representatives, agents or
8 attorneys arising out of any Covered Matter (unless such entities pursue claims against
9 Defendant, in which case Defendant reserves its right to assert any rights, claims, and defenses it
10 may have, subject to the terms of this Judgment).

11 **14. DTSC'S ENFORCEMENT OF THE JUDGMENT**

12 DTSC has continuing authority to enforce this Judgment. If Defendant fails to comply with
13 the terms of the Judgment, DTSC may pursue any available remedies, including but not limited to
14 contempt, sanctions, or additional penalties in this action for violations of the terms of the
15 Judgment. DTSC may move the court for relief for any violation of any provision of this
16 Judgment. Such motion, and any motion by any Party to enforce or address the terms of this
17 Judgment, shall be brought pursuant to Code of Civil Procedure section 1005. Except as
18 expressly stated in this Judgment, nothing herein shall limit any rights of DTSC to seek any other
19 relief or remedies provided by law, including but not limited to seeking such relief or remedies in
20 a new action, or the rights of Defendant to defend against any request of or action by DTSC for
21 such other relief or remedies.

22 **15. EFFECT OF JUDGMENT ON INDEPENDENT EXERCISE OF AUTHORITY**

23 Except as expressly provided in this Judgment, nothing in this Judgment is intended nor
24 shall it be construed to preclude DTSC, or any state, county, city, or local agency, department,
25 board or entity, including, but not limited to, any Unified Program Agency (UPA), from
26 exercising its authority under any law, statute or regulation. The imposition of penalties by
27 motion pursuant to Paragraph 14 is in addition to any separate enforcement action that may be
28 taken by DTSC, or any state, county, city or local agency, department, board, or entity, or any

1 UPA for violations of applicable environmental protection laws and/or the implementing
2 regulations.

3 Nothing in this Judgment is intended nor shall it be construed to excuse Defendant from
4 compliance with any applicable laws and regulations or obligations imposed on Defendant.
5 Except as expressly provided in this Judgment, Defendant retains all of its rights, claims, and
6 defenses to the exercise of the aforementioned authority.

7 **16. NECESSITY FOR WRITTEN COMMUNICATIONS FROM DTSC**

8 All notices, approvals, and decisions of DTSC regarding any matter under the terms of this
9 Judgment shall be communicated to Defendant in writing. No oral advice, guidance, suggestions,
10 or comments by employees or officials of DTSC, or representatives of any instrumentality,
11 agency, board or department of the State of California, to representatives or persons acting on
12 behalf of Defendant regarding submissions, notices, or any matter covered in this Judgment shall
13 be construed to relieve Defendant of its obligation to obtain any final written approvals required
14 by the Judgment.

15 **17. NON-LIABILITY OF DTSC FOR ACTS OR OMISSIONS OF DEFENDANT IN**
16 **COMPLYING WITH THE JUDGMENT**

17 DTSC shall not be liable for any injury or damage to persons or property resulting from acts
18 or omissions by Defendant or its directors, officers, employees, agents, representatives, or
19 contractors in carrying out activities pursuant to this Judgment, nor shall DTSC be held as a party
20 to or guarantor or any contract entered into by Defendant or its directors, officers, employees,
21 agents, representatives, or contractors in carrying out the requirements of this Judgment.

22 **18. NO WAIVER OF RIGHT TO ENFORCE**

23 If DTSC does not enforce a provision of the Judgment, it shall neither be deemed a waiver
24 of such provision nor in any way affect either the validity of the Judgment or DTSC's
25 enforcement authority. If DTSC does not enforce a provision of the Judgment as to an act or
26 omission by Defendant, it shall not preclude DTSC from exercising its authority to enforce the
27 same or other provisions of the Judgment as to any other acts or omissions by Defendant. Except
28

as expressly provided in this Judgment, Defendant retains all rights, claims, and defenses allowed by law to any such later enforcement.

19. FUTURE REGULATORY CHANGES

Nothing in the Judgment shall excuse Defendant from meeting any more stringent requirements that may be imposed by applicable law or by any changes in the applicable law.

20. APPLICATION OF JUDGMENT

The Judgment shall apply to and be binding upon Defendant and DTSC, including their respective successors and assigns.

21. CONTINUING JURISDICTION

This Court shall retain continuing jurisdiction to interpret and enforce the terms of this Judgment and to address any other matters or disputes arising out of or regarding this Judgment.

22. INTERPRETATION

The Parties agree that the rule of construction holding that ambiguity is construed against the drafting party shall not apply to the interpretation of this Judgment.

23. INTEGRATION

This Judgment embodies the entire agreement between the Parties, and may not be amended or supplemented except as provided for in this Judgment. No representations have been made or relied upon other than as expressly set forth herein.

24. MODIFICATION OF JUDGMENT

The Judgment may be modified only pursuant to a noticed motion filed and served in accordance with Code of Civil Procedure section 1005 by one of the Parties, and with approval of the Court, or upon written consent by all of the Parties and the approval of the Court.

25. COSTS AND ATTORNEYS' FEES

Except as otherwise provided in this Judgment, each Party shall bear its own costs and

///

///

///

1 attorneys' fees.

2

3 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

4

5 Dated: _____

Judge of the Superior Court

6

OK2013508821

7

DTSC v Synergy - Final Judgment.docx

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28