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TONY RACKAUCKAS, DISTRICT ATTORNEY  
COUNTY OF ORANGE, STATE OF CALIFORNIA  
JOE D'AGOSTINO, Senior Assistant District Attorney  
BY: WILLIAM G. FALLON, SBN 190986  
Deputy District Attorney  
Consumer and Environmental Protection Unit  
401 Civic Center Drive West  
Santa Ana, California 92701  
Telephone: (714) 648-3622  
Facsimile: (714) 648-3636

*Attorney for the Plaintiff  
The People of the State of California*

*(Additional counsel on following pages)*

**IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF ORANGE, CENTRAL JUSTICE CENTER**

THE PEOPLE OF THE STATE OF CALIFORNIA, )  
Plaintiff, )  
vs. )  
VISTA PAINT CORPORATION, )  
Defendant. )

Case No.:  
**Assigned for All Purposes to:**  
**30-2010**  
**00436630**  
**INJUNCTION AND FINAL**  
**JUDGMENT PURSUANT TO**  
**STIPULATION**

**JUDGE TAM NOMOTO SCHUMANN**

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RECEIVED  
SUPERIOR COURT OF CALIFORNIA  
CENTRAL JUSTICE CENTER

DEC 29 2010

BY: N. DORFMAN

**FILED**  
ORANGE COUNTY SUPERIOR COURT

JAN 3 - 2011

ALAN CARLSON, EXECUTIVE OFFICER/CLERK

BY: *[Signature]* SILVA, DEPUTY  
*[Signature]*

- 1 | ROD PACHECO  
District Attorney of Riverside County
- 2 | DEBORAH A. LUCKY  
Supervising Deputy District Attorney
- 3 | DALE C. HOY, SBN 226182  
Deputy District Attorney
- 4 | 4075 Main Street, First Floor  
Riverside, CA 92501
- 5 | Telephone: (951) 955-6207
  
- 6 | BRADFORD R. FENOCCHIO  
District Attorney of Placer County
- 7 | CARL MAYHEW, SBN 119381  
MATTHEW C. MACLEAR, SBN 209228
- 8 | Deputies District Attorney  
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- 9 | Roseville, CA 95678  
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- 10 | BIRGIT A. FLADAGER  
District Attorney of Stanislaus County
- 11 | MATTHEW C. MACLEAR, SBN 209228  
Deputy District Attorney
- 12 | 832 12th Street, Suite 300  
Modesto, CA 95354
- 13 | Telephone: (209) 525-5550
  
- 14 | BONNIE M. DUMANIS  
District Attorney of San Diego County
- 15 | KAREN I. DOTY, SBN 126448  
JAMES WATERS, SBN 102489
- 16 | Deputies District Attorney  
330 W. Broadway, Suite 750
- 17 | San Diego, CA 92101  
Telephone: (619) 685-6531
  
- 19 | MICHAEL A. RAMOS  
District Attorney of San Bernardino County
- 20 | DANIEL SILVERMAN, SBN 224762  
Deputy District Attorney
- 21 | 412 W. Hospitality Lane, Suite 301  
San Bernardino, CA 92415-0023
- 22 | Telephone: (909) 891-3330
  
- 23 | ///
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1 **INTRODUCTION**

2 This matter relates to the People’s investigation into Vista Paint Corporation’s  
3 (hereafter referred to as “Vista Paint”) compliance with state laws and regulations governing  
4 the storage, handling, treatment, disposal and transportation of hazardous waste pursuant to  
5 Health and Safety Code Chapters 6.5 at Vista Paint retail facilities as included in  
6 ATTACHMENT A (hereafter referred to as “Covered Facilities”). As set forth in the  
7 complaint filed concurrently herewith (the “Complaint”), the People allege that Vista Paint  
8 violated Chapter 6.5 of Division 20 of the Health and Safety Code and the regulations  
9 promulgated under these chapters; and Business and Professions Code section 17200, et seq.,  
10 by its improper storage, handling, treatment, and/or transportation of hazardous waste  
11 generated by operation of their California retail facilities from August 14, 2004, through and  
12 including the day this Final Judgment is entered.

13 The Parties have agreed to settle this matter without litigation pursuant to the terms in  
14 the proposed Final Judgment. Towards this end, the People have filed their Complaint  
15 simultaneously with the filing of this Final Judgment. The People believe the resolution  
16 embodied in this Final Judgment is fair and reasonable and fulfills the People’s enforcement  
17 objectives; that the terms of the Final Judgment are appropriate; that no further action is  
18 warranted concerning the specific violations alleged in the Complaint, except as provided in  
19 this Injunction and Final Judgment; and that entry of this Final Judgment is in the best  
20 interest of the public.

21 As such, the parties, after opportunity for review by their respective counsel, hereby  
22 stipulate and consent to the entry of this Final Judgment as set forth below:

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

24 **JURISDICTION**

25 1. The Parties stipulate and agree that the Superior Court of California, County of  
26 Orange, has subject matter jurisdiction over the matters alleged in this action and personal  
27 jurisdiction over the parties to this Final Judgment.





1 corporations, agents, or entities who are acting in concert or in participation with defendant  
2 with actual or constructive notice of this Final Judgment.

3 **INJUNCTION**

4 18. Pursuant to the provisions of Health and Safety Code sections 25181 and  
5 Business and Professions Code section 17203, Vista Paint, its officers, managers, agents,  
6 employees, contractors and successors and assigns (“Enjoined Persons”) are permanently  
7 enjoined to comply with Chapter 6.5 of Division 20 of the Health and Safety Code and the  
8 regulations promulgated under these chapters, and the requirements of the relevant CUPAs  
9 pertaining to these laws at the Covered Facilities, and any retail facilities it opens in addition to  
10 the Covered Facilities. Failure by any Enjoined Person to comply with the specific injunctive  
11 provisions that follow may subject Vista Paint to additional sanctions, including but not limited  
12 to, contempt and additional penalties.

13 **SPECIFIC PROVISIONS – HMBP REGULATED FACILITIES**

14 19. Within 120 calendar days of the entry of this Final Judgment, Vista shall  
15 provide the People with a list which includes every Vista HMBP Regulated Facility currently  
16 in operation in the State of California. Such list shall include the name and address of each  
17 facility, as well as the date(s) of the most recent submittal of the HMBP and annual hazardous  
18 materials inventory form or certification statement sent to the appropriate CUPA.

19 20. For each Vista HMBP Regulated facility, Vista shall maintain, implement and  
20 timely submit to the appropriate CUPA or governmental agency a HMBP and annual updates,  
21 as required in accordance with California Health and safety Code, Division 20, Chapter 6.95  
22 sections 25503.5, 25504, 25505, 25510 and California Code of Regulations, title 19, section  
23 2729, and California Code of Regulations, title 19, section 2732 and California Code of  
24 Regulations, title 8, section 5194(h).

25 21. If after entry of this Final Judgment, Vista establishes new facilities regulated  
26 under California Health and Safety Code, Division 20, Chapter 6.95, Vista shall inform the  
27 People in writing no later than ninety (90) calendar days following the commencement of

1 operations of each such new facility. Vista Paint's obligations under paragraph 21 to inform  
2 the People each time it establishes a new facility shall expire on December 31, 2015.

3 22. For each Vista HMBP Regulated Facility, Vista shall comply with employee  
4 training obligations as required by Health and Safety Code section 25504(c), California Code  
5 of Regulations, title 19, section 2732, and California Code of Regulations, title 8, section  
6 5194(h). Such employee training shall notify Vista employees of the existence of this Final  
7 Judgment and the ramifications for failure to comply with Health and Safety Code section  
8 25504(c), California Code of Regulations, title 19, section 2732, and California Code of  
9 Regulations, title 8, section 5194(h) at the first training of each employee following entry of  
10 the Final Judgment. Vista Paint's obligations under paragraph 22 to inform each employee  
11 about the Final Judgment at the employee's first training shall expire on December 31, 2015.

12 23. Vista shall immediately report any release or threatened release of a hazardous  
13 material or hazardous waste at or from a Vista Hazardous Waste Generator Facility or Vista  
14 HMBP Regulated Facility as required by California Health and Safety Code section 25507  
15 and California Code of Regulations, title 19, sections 2703 and 2705.

16 **SPECIFIC PROVISIONS – HAZARDOUS WASTE FACILITIES**

17 24. Within ninety (90) calendar days of entry of this Final Judgment, Vista Paint  
18 shall provide the People with a list which includes every Vista Paint Hazardous Waste  
19 Generator Facility it currently owns or operates in California. Such list shall include the name  
20 and address of each facility.

21 25. If, after the entry of this Final Judgment, Vista Paint establishes a new facility  
22 regulated under California Health and Safety Code, Division 20, Chapter 6.5, Vista Paint shall  
23 inform the People in writing no later than ninety (90) calendar days following commencement  
24 of operations of the new facility and Vista Paint shall provide the People with the address of  
25 the new facility and when it commenced generating or accumulating hazardous waste, along  
26 with all valid permits demonstrating lawful operation of a business handling hazardous  
27

1 materials and generating hazardous waste. Vista Paint's obligations under paragraph 25 to  
2 provide the People with the address of new facilities shall expire on December 31, 2015.

3 26. Within ninety (90) calendar days following the entry of this Final Judgment,  
4 Vista Paint shall ensure that each Vista Paint Hazardous Waste Generator facility has a proper  
5 EPA Identification Number ("EPA ID Number") as required by California Code of  
6 Regulations, title 22, section 66262.12. Each facility will use a single EPA ID number in its  
7 HMBPs and on manifests for hazardous waste generated by Vista.

8 27. Vista Paint shall comply with the employee training and records requirements as  
9 mandated by California Code of Regulations, title 8, section 5194(h), pertaining to the  
10 management of hazardous waste.

11 28. Vista Paint shall comply with employee training obligations as set forth in  
12 California Code of Regulations, title 22, section 66265.16, pertaining to handling of  
13 hazardous waste, including but not limited to the requirement to maintain, for a period of three  
14 years, training documentation for each employee involved in hazardous waste handling.

15 29. At each Vista Paint Hazardous Waste Generator Facility, Vista Paint shall  
16 determine if a generated waste is a "hazardous waste" as required by California Code of  
17 Regulations, title 22, section 66262.11, and, if such waste is determined to be hazardous,  
18 handle the hazardous waste in accordance with the requirements of Chapter 6.5 of the Health  
19 & Safety Code and its implementing regulations in the California Code of Regulations, title  
20 22.

21 30. Vista Paint shall, at all times, have in place a hazardous waste contingency plan  
22 and emergency response procedures for each Vista Paint retail facility in the State of  
23 California, as required by California Code of Regulations, title 22, section 66265.51 through  
24 66265.56.

25 31. Vista Paint shall maintain and operate all Vista Paint retail facilities in the  
26 State of California so as to minimize the possibility of a fire, explosion, or any unplanned  
27 sudden or non-sudden release of hazardous waste or hazardous waste constituents to air, soil  
28

1 or surface water which could threaten human health or the environment, as required by of  
2 California Code of Regulations, title 22, section 66265.31. This paragraph, however, does not  
3 require Vista Paint to make additional modifications or retrofits that are not required by law.

4 32. Vista Paint shall not dispose, or cause the disposal of hazardous waste at a point  
5 not authorized, in violation of Health and Safety Code section 25189.

6 33. At each Vista Paint Hazardous Waste Generator Facility, Vista Paint shall  
7 obtain and keep current all required hazardous waste generator permits required by county and  
8 local ordinances.

9 34. Vista Paint shall not transport hazardous waste unless such transport is by a  
10 properly licensed and registered hauler of hazardous waste, as required by Health and Safety  
11 Code section 25163.

12 35. Vista Paint shall comply with the provisions of California Code of Regulations,  
13 title 22, sections 66262.30, 66262.31, 66262.32 and 66262.33, concerning the transportation  
14 of hazardous waste.

15 36. Vista Paint shall properly prepare, process and maintain copies of all hazardous  
16 waste manifests in accordance with California Code of Regulations, title 22, sections  
17 66262.20, 66262.23 and 66262.40(a).

18 37. At each Vista Paint Hazardous Waste Generator Facility, Vista Paint shall  
19 manage containers of hazardous waste in accordance with the provisions of California Code  
20 of Regulations, title 22, section 66262.34 and 66265.173.

21 38. At each Vista Paint Hazardous Waste Generator Facility, Vista Paint shall  
22 properly designate and use a hazardous waste storage area that segregates incompatible waste  
23 streams from coming into contact with one another, as required by California Code of  
24 Regulations, title 22, sections 66265.172 and 66265.177.

25 39. Vista Paint shall conduct weekly inspections of hazardous waste storage areas at  
26 each Vista Paint Hazardous Waste Generator Facility, as required by California Code of  
27 Regulations, title 22, section 66265.174.



1 Orange County District Attorney's Office  
2 Consumer and Environmental Protection Unit  
3 401 Civic Center Drive, West  
4 Santa Ana, CA 92701  
5 ATTN: William G. Fallon, DDA

6 43. To secure payment of future amounts due pursuant to Exhibit E of this  
7 Judgment, concurrent with the execution of the Stipulation for Entry of Judgment, Defendant  
8 Vista Paint Corporation shall execute and deliver to the People a Promissory Note in the face  
9 amount of One Million and Seventy-Five Thousand Dollars and no cents (\$1,075,000). This  
10 Promissory Note shall include a provision whereby Vista Paint promises that it will inform  
11 any potential buyer or other entity that may take control of Vista Paint Corporation of its  
12 obligations pursuant to this judgment, including the payment of any unpaid monies. This  
13 Promissory Note shall also specify that the payments required pursuant to this Judgment are  
14 not dischargeable in bankruptcy. The penalty provision set forth in paragraph 47 for late  
15 payments shall not be imposed if a payment is late due to a bankruptcy stay.

16 **CIVIL PENALTIES**

17 44. Vista Paint shall pay \$848,500 dollars as civil penalties pursuant to section  
18 17206 of the Business and Professions Code to the prosecuting agencies/regulatory agencies  
19 identified in, and in accordance with the terms of, **Attachment B**, attached hereto and  
20 incorporated by reference.

21 **COSTS OF INVESTIGATION AND ENFORCEMENT**

22 45. Vista Paint shall pay \$18,556.00 dollars, for costs of investigation, and other  
23 costs of enforcement pursuant to section 17203 of the Business and Professions Code, to the  
24 entities identified in, and in accordance with the terms of, **Attachment C**, attached hereto and  
25 incorporated by reference.

26 ///





1 future releases, spills, or disposals of hazardous waste or hazardous substances that were  
2 caused or contributed to by Vista Paint at its Covered Facilities are not Covered Matters.  
3 Additionally, notwithstanding any other provision of the Final Judgment, claims relating to  
4 the disposal of hazardous wastes or hazardous substances that are unrelated to the allegations  
5 at issue in the Final Judgment and unknown to the People are not Covered Matters.

6 56. In any subsequent action that may be brought by the People based on any  
7 Reserved Claim(s), Vista Paint agrees that it will not assert that the failure to pursue the  
8 Reserved Claims as part of this action constitutes claim-splitting, laches or is otherwise  
9 inequitable because of this asserted failure. This Paragraph does not bar Vista Paint from  
10 asserting any statute of limitations or other affirmative defenses that may be applicable to  
11 any Reserved Claims.

12 57. The provisions of paragraph 53 are effective on the date of entry of the Final  
13 Judgment. The continuing effect of paragraph 53 is expressly conditioned on Vista Paint's  
14 payment of the amounts due under this Final Judgment.

15 58. Paragraph 53 does not limit the ability of the People to enforce the terms of the  
16 Final Judgment.

17 59. Vista Paint covenants not to pursue any civil or administrative claims against  
18 the People or against any agencies of the State of California, any counties in the State of  
19 California or any CUPA, Participating Agency or Local Agency, or against their officers,  
20 employees, representatives, agents or attorneys arising out of or related to any Covered  
21 Matter.

22 **NOTICE**

23 60. All submissions and notices required by this Final Judgment shall be sent to:

24 For the People:

25 Dale C. Hoy  
26 Deputy District Attorney  
27 Riverside County District Attorney's Office  
28 3960 Orange Street, 8<sup>th</sup> Floor  
Riverside, CA 92501

1 William G. Fallon  
2 Deputy District Attorney  
3 Orange County District Attorney's Office  
4 401 Civic Center Dr. West  
5 Santa Ana, Ca 92701

6 For Vista Paint:

7 Rachelle Singer, Esq.  
8 2020 E. Orangethorpe Ave., Ste. 210  
9 Fullerton, CA 92831

10 Eddie Fischer  
11 Vista Paint Corporation President  
12 2020 E. Orangethorpe Ave., Ste. 210  
13 Fullerton, CA 92831

14 **NO LIABILITY OF THE PEOPLE**

15 61. The People shall not be liable for any injury or damage to persons or property  
16 resulting from acts or omissions by Vista, its directors, officers, employees, agents,  
17 representatives, contractors, successors, or assigns, in carrying out activities pursuant to this  
18 Final Judgment, nor shall the People be held as a party to or guarantor of any contract entered  
19 into by Vista Paint or their respective officers, directors, employees, agents, representatives,  
20 contractors, successors, or assigns, in carrying out the requirements of this Final Judgment.

21 **NO WAIVER OF RIGHT TO ENFORCE**

22 62. The failure of the People to enforce any provision of this Final Judgment shall  
23 neither be deemed a waiver of such provision nor in any way affect the validity of this Final  
24 Judgment. The failure of the People to enforce any such provision shall not preclude it from  
25 later enforcing the same or any other provision of this Final Judgment. No oral advice,  
26 guidance, suggestions or comments by employees or officials of the People or Vista, or people  
27 or entities acting on behalf of Vista, regarding matters covered in this Final Judgment, shall be  
28 construed to relieve any Party of its obligations under this Final Judgment.



1 **INTERPRETATION**

2 68. This Final Judgment was drafted equally by all Parties. The Parties agree that  
3 the rule of construction holding that ambiguity is construed against the drafting party shall not  
4 apply to the interpretation of this Final Judgment.

5 **INTEGRATION**

6 69. This Final Judgment constitutes the entire agreement between the Parties and  
7 may not be amended or supplemented except as provided for in the Final Judgment. No oral  
8 representations have been made or relied upon other than as expressly set forth herein.

9 **MODIFICATION OF FINAL JUDGMENT**

10 70. This Final Judgment may be modified only on noticed motion by one of the  
11 Parties with approval of the court, or upon written notice by all of the Parties and the approval  
12 of the court.

13 **JURISDICTION RETAINED**

14 71. Jurisdiction is retained for the purpose of enabling any party to this Final  
15 Judgment to apply to the Court at any time for such further orders and directions as may be  
16 deemed necessary or appropriate for the construction of or the carrying out of this Final  
17 Judgment, the enforcement of the compliance with the injunctive provisions hereof, and for the  
18 punishment of violations of the injunctive provisions hereof.

19 **STIPULATION AND JUDGMENT**

20 72. Plaintiff, the People of the State of California, having filed the Complaint herein,  
21 and appearing through its attorneys: Tony Rackauckas, District Attorney of the County of  
22 Orange, and William G. Fallon, Deputy District Attorney; Rod Pacheco, District Attorney for the  
23 County of Riverside, and Dale C. Hoy, Deputy District Attorney; Michael A. Ramos, District  
24 Attorney for the County of San Bernardino, and Daniel I. Silverman, Deputy District Attorney;  
25 Bonnie M. Dumanis, District Attorney for the County of San Diego, and Karen I. Doty, Deputy  
26 District Attorney, and James Waters, Deputy District Attorney; Bradford R. Fenocchio, District  
27 Attorney for the County of Placer, and Carl Mayhew, Deputy District Attorney, and Matthew C.

1 Maclear, Deputy District Attorney; Birgit A. Fladager, District Attorney for the County of  
2 Stanislaus, Matthew C. Maclear, Deputy District Attorney; and the Defendant, VISTA PAINT  
3 CORPORATION, a California Corporation, appearing with and through its attorney Rachelle  
4 Singer, General Counsel to Vista Paint Corporation, hereby stipulate and agree that judgment  
5 may be entered in this case in accordance with the Injunction and Final Judgment herein set  
6 forth. This "Injunction and Final Judgment Pursuant to Stipulation" may be executed in  
7 counterpart, and a facsimile signature shall be deemed to be, and shall have the same force and  
8 effect as, an original signature.

9  
10 TONY RACKAUCKAS, District Attorney  
County of Orange, State of California

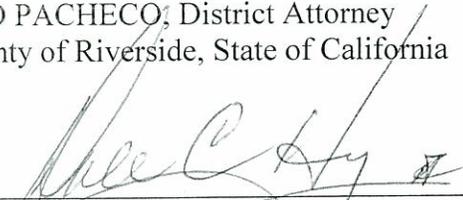
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12 DATE: 12/28/10

13 By:   
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14 WILLIAM G. FALLON  
Deputy District Attorney

15  
16 ROD PACHECO, District Attorney  
County of Riverside, State of California

17  
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19 DATE: 12/22/10

20 By:   
\_\_\_\_\_

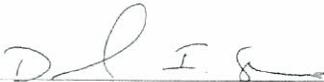
21 DALE C. HOY  
Deputy District Attorney

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MICHAEL A. RAMOS, District Attorney  
County of San Bernardino, State of California

DATE: 12/28/2020

By:   
DANIEL I. SILVERMAN  
Deputy District Attorney

BONNIE M. DUMANIS, District Attorney  
County of San Diego, State of California

DATE: \_\_\_\_\_

By: \_\_\_\_\_  
KAREN I. DOTY  
Deputy District Attorney

BRADFORD R. FENOCCHIO, District Attorney  
City of Placer, State of California

DATE: \_\_\_\_\_

By: \_\_\_\_\_  
MATTHEW C. MACLEAR  
Deputy District Attorney

BIRGIT A. FLADAGER, District Attorney  
County of Stanislaus, State of California

DATE: \_\_\_\_\_

By: \_\_\_\_\_  
MATTHEW C. MACLEAR  
Deputy District Attorney

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MICHAEL A. RAMOS, District Attorney  
County of San Bernardino, State of California

DATE: \_\_\_\_\_

By: \_\_\_\_\_

DANIEL I. SILVERMAN  
Deputy District Attorney

BONNIE M. DUMANIS, District Attorney  
County of San Diego, State of California

DATE: December 22, 2010

By: *Karen I. Doty*

KAREN I. DOTY  
Deputy District Attorney

BRADFORD R. FENOCCHIO, District Attorney  
City of Placer, State of California

DATE: \_\_\_\_\_

By: \_\_\_\_\_

MATTHEW C. MACLEAR  
Deputy District Attorney

BIRGIT A. FLADAGER, District Attorney  
County of Stanislaus, State of California

DATE: \_\_\_\_\_

By: \_\_\_\_\_

MATTHEW C. MACLEAR  
Deputy District Attorney

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MICHAEL A. RAMOS, District Attorney  
County of San Bernardino, State of California

DATE: \_\_\_\_\_

By: \_\_\_\_\_

DANIEL I. SILVERMAN  
Deputy District Attorney

BONNIE M. DUMANIS, District Attorney  
County of San Diego, State of California

DATE: \_\_\_\_\_

By: \_\_\_\_\_

KAREN I. DOTY  
Deputy District Attorney

BRADFORD R. FENOCCHIO, District Attorney  
City of Placer, State of California

DATE: 12/29/10

By: 

MATTHEW C. MACLEAR  
Deputy District Attorney

BIRGIT A. FLADAGER, District Attorney  
County of Stanislaus, State of California

DATE: 12/29/10

By: 

MATTHEW C. MACLEAR  
Deputy District Attorney

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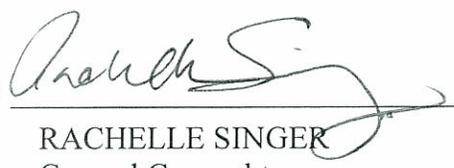
On Behalf of Vista Paint Paint:

VISTA PAINT CORPORATION

DATE: 12-28-10

By:   
EDDIE R. FISCHER  
President

DATE: 12/28/10

By:   
RACHELLE SINGER  
General Counsel to  
Vista Paint Corporation

EFFECT AND ENTRY

73. The Clerk is ordered to enter this Injunction and Final Judgment

DATED: JAN 8 - 2011



JUDGE OF THE SUPERIOR COURT

TAM NOMOTO SCHUMANN

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**EXHIBIT A**  
**LIST OF VISTA PAINT CORPORATION'S COVERED FACILITIES**

City	Address	State	City	Address	State
Cathedral City	68-956 Perez Road	CA	Ontario	2268 Mountain Ave.	CA
Chula Vista	15 North 4th Avenue	CA	Orange	2341 North Tustin Ave.	CA
Corona	1431 South Rimpau	CA	Palm Desert	77920 Wolf Rd.	CA
Costa Mesa	2931 Bristol Street	CA	Rancho Cucamonga	11849 Foothill Ave, Ste. E	CA
El Cajon	1220 North Magnolia St.	CA	Riverside	3939 Tyler Ave.	CA
Encinitas	133 N. El Camino Real #A	CA	Rocklin	4155 Rocklin Rd.	CA
Escondido	602 N. Escondido Blvd.	CA	San Bernardino	414 Redlands Blvd.	CA
Fullerton	2020 E. Orangethorpe Ave.	CA	San Diego	5710 Kearny Villa Rd.	CA
Hemet	101 East Florida Ave.	CA	San Diego	1103 Morena Blvd.	CA
Huntington Beach	17445 Beach Blvd.	CA	San Juan Capistrano	31894 Suite 2B Plaza Dr.	CA
La Habra	1450 South Harbor Blvd.	CA	Stanton	8615 Katella Ave.	CA
Laguna Niguel	27450 Alicia Pkwy.	CA	Temecula	27250 Madison, Ste. F	CA
Mission Viejo	24164 Alicia Pkwy.	CA	Tustin	2400 East 17th St.	CA
Modesto	1944 W. Orangeburg Ave.	CA	Vista	611 Sycamore Ave.	CA
Moreno Valley	23030 Sunnymead Blvd.	CA			

**ATTACHMENT B**  
**(CIVIL PENALTIES)**

Pursuant to Paragraph 33, the Civil Penalties of \$848,500 to be paid pursuant to Business and Professions Code section 17206 are to be apportioned as follows:

- Orange County District Attorney's Office                      \$316,875
- Riverside County District Attorney's Office                      \$359,125
- San Diego County District Attorney's Office                      \$52,500
- San Bernardino County District Attorney' Office                      \$52,500
- Placer County District Attorney's Office                      \$33,750
- Stanislaus County District Attorney's Office                      \$33,750

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**ATTACHMENT C**  
**(INVESTIGATIVE COSTS)**

Pursuant to Paragraph 34, cost of investigation (\$18,556.00) to be paid pursuant to Business and Professions Code section 17203, shall be apportioned as follows:

- Orange County Health Care Agency,  
Environmental Health Division \$ 2,625.00
- Placer County Environmental Health \$ 1540.00
- Stanislaus County Dept of  
Environmental Resources \$ 1443.00
- Riverside County Environmental Health \$ 2448.00
- California District Attorney's Association,  
Statewide Circuit Prosecutor Project \$10,500

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**ATTACHMENT D**  
**(SUPPLEMENTAL ENVIRONMENTAL PROJECTS)**

Pursuant to Paragraph 35, cy pres restitution pursuant to Business and Professions Code section 17203, to be paid to Supplemental Environmental Projects in the amount of \$ 207,944, shall be apportioned as follows:

- Orange County Health Care Agency,  
Environmental Health Division                   \$90,000\*
- Riverside County Environmental Health       \$ 40,000
- CUPA Forum Environmental  
Protection Trust Fund                               \$ 16,722\*\*
- Hazardous Materials Division  
of the San Bernardino County  
Fire Department                                     \$ 16,722
- Placer County Environmental Health           \$ 5,000
- Stanislaus County Dept of  
Environmental Resources.                         \$ 5,000
- Environmental Enforcement and Training  
Account per Penal Code section 14300         \$34,500\*\*\*

\* Ninety Thousand Dollars (\$90,000) is restricted to the Orange County Health Care Agency/Environmental Health and to be placed in a special revenue account. These funds are to be used for the implementation and enforcement of the Hazardous Waste Program for items including , but not limited to, program enhancements, educational materials, training, compliance investigations, personnel cost and program equipment. Said payment shall be made in the form of a check made payable to the County of Orange/Auditor-Controller.

\*\* Sixteen Thousand Seven Hundred and Twenty-Two Dollars (\$16,722) to the CUPA Forum Environmental Protection Trust Fund, which is administered by the California Certified Unified Program Agency (CUPA) Forum Board, to be used by that Board for the purpose of enhancing, inspecting and the enforcement of Unified Programs throughout the State of California.

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1 \*\*\*\* Thirty-Four Thousand and Five Hundred Dollars (\$34,500) as a supplemental environmental  
2 project, said payment (in the form of a check) to be made payable to the "Secretary of the California  
3 Environmental Protection Agency" for deposit in the Environmental Enforcement Training Account  
4 as set forth in Penal Code section 14300 et seq.. The Parties recognize that the authority to allocate  
5 these funds is given to the Secretary of the California Environmental Protection Agency, but the  
6 Parties respectfully request the Secretary to award an additional 25% of this donation to the  
7 Environmental Circuit Prosecutor Project under the provisions of Penal Code sections 14308 and  
8 14314(d).

**ATTACHMENT E**  
**(MONETARY DISBURSEMENTS)**

Pursuant to Paragraph 42, all Penalties, Costs and SEPs are to be paid pursuant to the following “payments.” All payments are to be in the form of checks made payable to the entity described below. These payments are to be provided as follows:

To be Paid **within 15 days of receiving notice** (via email) of the entry of the “Injunction and Final Judgment Pursuant to Stipulation” by the Court or by January 15, 2011 (whichever date is later):

- **Total Payments to be \$98,056.00**
  - “County of Orange/Auditor-Controller” \$ 2,625
  - “Placer County Environmental Health” \$ 1,540
  - “Stanislaus County Dept of Environmental Resources” \$ 1,443
  - “Riverside County Environmental Health” \$ 2,448
  - “Riverside County Environmental Health” \$40,000
  - “Placer County Environmental Health” \$5,000
  - “CDAA-Statewide Circuit Prosecutor Project” \$10,500
  - “Secretary of the California Environmental Protection Agency” \$34,500

To be Paid by **January 31, 2011**:

- **Total Payments to be \$199,944.00**
  - “County of Orange/Auditor-Controller” \$90,000
  - “CUPA Forum Environmental Protection Trust Fund” \$16,722
  - “Hazardous Materials Division of the San Bernardino County Fire Department” \$16,722
  - “Stanislaus County Dept of Environmental Resources” \$5,000
  - “County of Orange” \$26,500
  - “Riverside County District Attorney’s Office” \$30,000
  - “San Diego County District Attorney’s Office” \$4,500
  - “San Bernardino County District Attorney’s Office” \$4,500
  - “Placer County District Attorney’s Office” \$3,000
  - “Stanislaus County District Attorney’s Office” \$3,000

1 To be Paid by **January 15, 2012:**

2 • **Total Payments to be \$299,000**

- 3 ○ "County of Orange" \$110,000
- 4 ○ "Riverside County District Attorney's Office" \$125,000
- 5 ○ "San Diego County District Attorney's Office" \$20,000
- 6 ○ "San Bernardino County District Attorney's Office" \$20,000
- 7 ○ "Placer County District Attorney's Office" \$12,000
- 8 ○ "Stanislaus County District Attorney's Office" \$12,000

9 To be Paid by **January 15, 2013:**

10 • **Total Payments to be \$250,000**

- 11 ○ "County of Orange" \$94,000
- 12 ○ "Riverside County District Attorney's Office" \$106,000
- 13 ○ "San Diego County District Attorney's Office" \$15,000
- 14 ○ "San Bernardino County District Attorney's Office" \$15,000
- 15 ○ "Placer County District Attorney's Office" \$10,000
- 16 ○ "Stanislaus County District Attorney's Office" \$10,000

17 To be Paid by **January 15, 2014:**

18 • **Total Payments to be \$228,000**

- 19 ○ "County of Orange" \$86,375
- 20 ○ "Riverside County District Attorney's Office" \$98,125
- 21 ○ "San Diego County District Attorney's Office" \$13,000
- 22 ○ "San Bernardino County District Attorney's Office" \$13,000
- 23 ○ "Placer County District Attorney's Office" \$8,750
- 24 ○ "Stanislaus County District Attorney's Office" \$8,750