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California ex rel. State Air Resources Board*

FILED
SOLANO SUPERIOR COURT
2014 JUN 26 P 1:56
BY K. COWGILL
DEPUTY CLERK

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SOLANO

**PEOPLE OF THE STATE OF CALIFORNIA EX
REL. STATE AIR RESOURCES BOARD,**

Plaintiffs,

v.

**MV TRANSPORTATION, INC., VALLEJO
CITIZENS TRANSIT CO., AND DOES 1-50, ET
AL.,**

Defendants

Case No. FCS041014
**STIPULATED SETTLEMENT and
[REDACTED] ORDER**

Judge: Hon. Harry S. Kinnicutt
Trial Date: November 3, 2014
Action Filed: January 7, 2013

This Stipulated Settlement (Stipulated Settlement) is entered into by and between plaintiff
People of the State of California ex rel. State Air Resources Board (Air Resources Board), and
defendant Vallejo Citizens Transit Co. (Vallejo Transit).

After mediation and arm's length negotiations, the Air Resources Board and Vallejo Transit
have reached and entered into a settlement agreement by way of this Stipulated Settlement in a

1 good faith effort to avoid the uncertainty and expense of protracted litigation. The Air Resources
2 Board believes that this settlement is in the best interests of the people of the State of California.

3 THEREFORE, the Air Resources Board and Vallejo Transit stipulate as follows:

4 1. Jurisdiction

5 This Court has jurisdiction over the subject matter of this action and the parties to this
6 Stipulated Settlement.

7 2. No Admission of Liability

8 Vallejo Transit expressly denies any fault or liability for any and all claims set forth in
9 the Complaint or all Amended Complaints filed in this matter (collectively, the Action). The
10 parties expressly acknowledge that this Stipulated Settlement is the compromise of disputed civil
11 claims and that there was no adjudication on the merits. Nothing contained herein shall be
12 deemed as an admission by any party of any liability of any kind to any other party, all such
13 liability being expressly denied.

14 3. Payment

15 Vallejo Transit shall pay the amount of \$387,750.00 as follows:

16 \$290,000.00 to the Air Pollution Control Fund of the California State Air Resources
17 Board, taxpayer ID number 68-0288069; and

18 \$97,750.00 to the San Joaquin Valley Air Pollution Control District, taxpayer ID
19 number 77-0262563 for the School Bus and Diesel Emission Reduction Supplemental
20 Environmental Project.

21 Payment shall be by certified or cashier's checks, delivered to Deputy Attorney General
22 Russell Hildreth, California Attorney General's Office, 1300 I Street, Sacramento, CA 95814,
23 within ten (10) business days of the Court's entry of this Order.

24 4. Release

25 Effective upon receipt of payments pursuant to paragraph 3, above, the Air Resources
26 Board shall and does release, discharge and covenant not to sue or to take administrative action
27 against Vallejo Transit, its predecessors-in-interest, successors and assigns, its past and present
28 parents, subsidiaries, and affiliated entities, and its past, present, and future officers, directors,

1 shareholders, employees, and agents (collectively, "Released Parties") for Matters Covered.
2 "Matters Covered" are all claims and causes of action which were asserted in the Complaint and
3 any Amended Complaint in this Action, including any and all actions, causes of action, claims,
4 demands, orders (including any administrative orders), requirements, liability, damages, penalties,
5 debts, losses, costs, expenses and fees (including attorney, expert and consultant fees and
6 litigation costs), of every kind and nature whatsoever, in law and in equity, past, present or future,
7 which arise out of or are related to Vallejo Transit's operation of the transit bus system for the
8 City of Vallejo or the Action. This release and covenant not to sue shall not act to release from
9 liability any person or entity not described above.

10 5. Dismissal of the Entire Action with Prejudice

11 Conditioned on, and within 5 business days of, receipt of payment in paragraph 3,
12 above, the Air Resources Board will file a dismissal with prejudice of the entire Action.

13 6. Scope of Stipulated Settlement

14 This Stipulated Settlement is made and entered into by and on behalf of the People of
15 the State of California ex rel. State Air Resources Board only. Except as expressly provided in
16 this Stipulated Settlement, nothing in this Stipulated Settlement is intended or shall be construed
17 to preclude the Attorney General from exercising his or her authority as an independent
18 Constitutional officer under any law, statute, or regulation. Except as expressly provided in this
19 Stipulated Settlement, nothing in this Stipulated Settlement is intended or shall be construed to
20 preclude any state, local, or federal agency, board, department, office, commission, or entity from
21 exercising its authority under any law, statute, regulation, or ordinance.

22 7. Interpretation

23 This Stipulated Settlement shall be deemed to have been drafted equally by the parties,
24 and shall not be interpreted for or against either party on the ground that any such party drafted it.
25 This Stipulated Settlement shall be governed by and construed in accordance with the laws of the
26 State of California.

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8. Integration

This Stipulated Settlement contains all of the terms and conditions agreed upon by the parties relating to the matters covered by this Stipulated Settlement, and supersedes any and all prior and contemporaneous agreements, negotiations, correspondence, understandings, and communications of the parties, whether oral or written, respecting the matters covered by this Stipulated Settlement. This Stipulated Settlement may be amended or modified only by a writing signed by the parties or their authorized representatives, and then by order of the Court.

9. Knowing, Voluntary Agreement

Each party to this Stipulated Settlement acknowledges that it has been represented by legal counsel, and that each party has reviewed, and has had the benefit of legal counsel's advice concerning, all of the terms and conditions of this Stipulated Settlement.

10. Authority to Execute

Each party to this Stipulated Settlement represents and warrants that the person who has signed this Stipulated Settlement on its behalf is duly authorized to enter into this Stipulated Settlement, and to bind that party to the terms and conditions of this Stipulated Settlement.

11. Counterparts

This Stipulated Settlement may be executed by the parties in counterpart originals with the same force and effect as if fully and simultaneously executed as a single, original document.

12. Effective Date

The effective date of this Stipulated Settlement shall be the date that it is signed by the Judge of the Superior Court.

13. No Third Party Benefits

This Stipulated Settlement is made for the sole benefit of the parties and Released Parties, and no other person or entity shall have any rights or remedies under or by reason of this Stipulated Settlement, unless otherwise expressly provided for herein.


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14. Retention of Jurisdiction

The parties agree that, pursuant to section 664.6 of the California Code of Civil Procedure, the Solano County Superior Court shall retain jurisdiction over all parties to enforce the terms of this Stipulated Settlement until its terms are performed in full.

Dated: 6/13/14

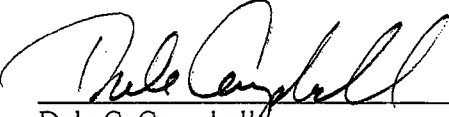

By: Erica Noble
Title: Vice President
Vallejo Citizens Transit Co.

Dated: _____

Richard W. Corey
Executive Officer
State Air Resources Board

Approved as to form:

Dated: 6/17/14


Dale C. Campbell
WEINTRAUB TOBIN CHEDIAK
COLEMAN GRODIN Law Corporation
Counsel for Vallejo Citizens Transit Co.

Dated: _____

Russell B. Hildreth
Deputy Attorney General
Attorneys for People of the State of
California ex rel. State Air Resources
Board

IT IS SO ORDERED:

Dated: _____

Hon. Harry S. Kinnicutt
Judge of the Superior Court
Solano County

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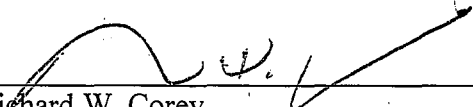
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Dated: _____

By:
Title:
Vallejo Citizens Transit Co.

Dated: 6/12/2014



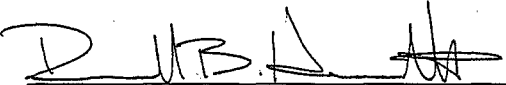
Richard W. Corey
Executive Officer
State Air Resources Board

Approved as to form:

Dated: _____

Dale C. Campbell
WEINTRAUB TOBIN CHEDIAK
COLEMAN GRODIN Law Corporation
Counsel for Vallejo Citizens Transit Co.

Dated: JUNE 19, 2014



Russell B. Hildreth
Deputy Attorney General
Attorneys for People of the State of
California ex rel. State Air Resources
Board

IT IS SO ORDERED:

Dated: JUN 23 2014

HARRY S. KINNICUTT

Hon. Harry S. Kinnicutt
Judge of the Superior Court
Solano County