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ENDORSED FILED
SUPERIOR COURT
COUNTY OF SAN FRANCISCO

NOV 16 2006

GORDON PARK-LI, CLERK

BY: ERNALYN BUELL
Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN FRANCISCO
UNLIMITED JURISDICTION

PEOPLE OF THE STATE OF CALIFORNIA,

Plaintiff,

v.

RENT-A-CENTER, INC., and RENT-A-
CENTER WEST, INC.,

Defendants.

Case No. CGC-06-457887

FINAL JUDGMENT

Plaintiff, the People of the State of California have appeared through its attorneys Bill Lockyer, Attorney General of the State of California, through Supervising Deputy Attorney General Ronald A. Reiter and Deputy Attorney General Joseph A. Ragazzo. Defendants Rent-A-Center, Inc. and Rent-A-Center West, Inc. (hereafter collectively referred to as "RAC") have appeared through their attorneys Stern, Van Vleck & Ruehmann, by Stanley O. Van Vleck (Cal. State Bar No. 158347) and Luce, Forward, Hamilton & Scripps, by Christopher Healey (Cal. State Bar No. 105798). Plaintiff and RAC have stipulated to the entry of this judgment without the taking of proof, without the adjudication of any fact or law, and without this judgment

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1 constituting evidence against or an admission of any party regarding any issue of law or fact
2 alleged in the complaint filed in this action, and without any defendant admitting any liability.
3 Good cause appearing:

4 IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

5 **JURISDICTION**

6 1. This Court has jurisdiction of the subject matter hereof and the parties hereto.

7 **DEFINITIONS**

8 2. The following terms have the meaning listed below:

9 A. The terms "cash price," "rental-purchase agreement," "lessor," "lessor's cost,"
10 "computer system," "electronic set," "appliance," "total of payments," and "consumer" have the
11 meaning set forth in Civil Code section 1812.622 as amended by Chapter 410 of the Statutes of
12 2006.

13 B. The term "Club Membership Program" means any membership program, benefit
14 program, or other arrangement offered to consumers for a fee (including the Rent-A-Center
15 Preferred Customer Club) which purportedly entitles the purchaser to discounts, benefits, or
16 services on a preferential basis not made generally available to the public.

17 **INJUNCTIVE RELIEF**

18 3. The injunctive provisions of this judgment apply to (a) RAC, (b) the officers and
19 directors of RAC, (c) the successors and assigns of RAC, (d) any person who acquires the right
20 to use RAC's name, logo, or trademark or the bulk of RAC's assets in connection with renting or
21 proposing to rent goods to the public under rental-purchase agreements, and (e) all persons with
22 actual or constructive knowledge of this judgment who act in concert or in participation with any
23 of the persons or entities described herein in (a) through (d). The term "Defendants" applies to
24 each of the persons and entities described herein in (a) through (e) individually and collectively
25 to all or any combination of these persons and entities.

26 4. Defendants are permanently enjoined and restrained pursuant to Sections 17203 and
27 17535 of the Business and Professions Code from directly or indirectly engaging in any of the
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1 following acts or practices in or from California:

2 A. Defendants shall not represent, disclose in a rental-purchase agreement, or charge a
3 cash price, total of payments, or purchase option price for any property subject to a rental-
4 purchase agreement that exceeds the maximum amount provided under the Karmette Rental-
5 Purchase Act (Civil Code section 1812.620 et seq.), as amended by Chapter 410 of the Statutes
6 of 2006, as permitted under Section 6 of Chapter 410 of the Statutes of 2006 until January 1,
7 2007 and as required thereafter.

8 B. Defendants shall not do any of the following in selling, offering to sell, or providing
9 any Club Membership Program:

10 (1) Solicit a consumer to purchase a Club Membership Program before the consumer has
11 signed a rental-purchase agreement or include in a rental-purchase agreement any terms or
12 obligation for a Club Membership Program.

13 (2) Fail to disclose clearly and conspicuously in writing in plain language to each
14 consumer all of the following before or at the time of the offer of a Club Membership Program
15 and before the consumer signs any agreement to purchase a Club Membership Program: (a) all
16 benefits, services, features, and discounts included as part of the Club Membership Program, (b)
17 the cost to the consumer of the Club Membership Program, including all weekly or monthly fees,
18 (c) that the purchase of the Club Membership Program is optional and may be canceled at any
19 time without charge, penalty, or obligation, and (d) that purchasing or not purchasing the Club
20 Membership Program does not affect the consumer's rights, obligations, or cost for the rental or
21 purchase of goods under the rental-purchase agreement.

22 (3) Request or require a consumer to sign, initial, or date a Club Membership Program
23 application, contract form, or other document referring to a Club Membership Program before
24 the consumer has agreed to purchase the Club Membership Program.

25 (4) Request or require a consumer to sign a statement opting out of purchasing a Club
26 Membership Program.

27 (5) Sell more than one Club Membership Program to a consumer during the term of any
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1 rental-purchase agreement.

2 (6) Fail to disclose clearly and conspicuously all of the terms of a Club Membership
3 Program in a written agreement in the form of a single document including (a) all benefits,
4 services, features, and discounts included as part of the Club Membership Program, (b) the cost
5 of the Club Membership Program, including all weekly or monthly fees, and (c) consumer
6 cancellation rights.

7 (7) Represent that a Club Membership Program includes or purports to include any of the
8 following provisions:

9 (a) Any insurance, service contract, or extended warranty for the rented goods or
10 any term purporting to provide coverage, security, or protection for rented goods.

11 (b) Any benefits, services, discounts or referrals for any form of medical care or
12 treatment by a physician, hospital, health-related facility, or dispensary in violation of Health &
13 Safety Code section 445.

14 (c) Any automotive purchase discount service which uses the terms "invoice,"
15 "dealer invoice," "wholesale price," or any similar terms that refer to a dealer's cost for a motor
16 vehicle in violation of Business and Professions Code section 17537.7.

17 (d) Any rebates, discounts, or other economic benefits such as earning points or
18 credits toward future purchases of merchandise, when such rebates, discounts, or benefits are
19 contingent upon a future event such as customer referrals.

20 (e) A free loaner of the same or similar merchandise to customers while the rented
21 or purchased merchandise is being repaired.

22 (f) A replacement of rental merchandise and the continuation of the customers'
23 rental-purchase agreement when the rental property is damaged or destroyed by accident, fire,
24 flood, natural disaster, or is taken as a result of burglary.

25 (g) Any arrangement for coupons, vouchers, or discounts for groceries or
26 household goods unless all the terms and conditions for obtaining and using the coupons,
27 vouchers, or discounts are clearly and conspicuously disclosed.

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1 (h) Any arrangement for coupons, vouchers, or discounts for groceries or
2 household goods if the consumer must pay additional fees, such as convenience charges or
3 postage and handling fees, to use or obtain the coupons, vouchers, or discounts.

4 (8) Prohibit a consumer from canceling participation in a Club Membership Program at
5 any time without charge, penalty, or obligation.

6 (9) Fail to refund, within 10 days after cancellation, any charge allocable to the unexpired
7 balance of the term of the Club Membership Program.

8 (10) Fail to apply payments received from a consumer first to the amount owed under
9 outstanding rental-purchase agreements and then to the Club Membership Program.

10 5. RAC shall maintain a training and compliance program including all of the following:

11 A. RAC shall train its representatives, employees, and agents in California regarding the
12 requirements of the Kernet Rental-Purchase Act and the specific injunctive provisions of this
13 judgment, including the required disclosures and the avoidance of any statement that
14 misrepresents consumers' rights and obligations under rental-purchase agreements or any Club
15 Membership Program.

16 B. RAC shall provide written directives and training materials to its representatives,
17 employees, and agents in California which include the following:

18 (1) A description of all benefits, obligations, services, discounts, programs, and charges
19 related to rental-purchase agreements and any Club Membership Program;

20 (2) Sample Questions and Answers about rental-purchase agreements that accurately
21 provide information about rental-purchase agreements and the Club Membership Program and
22 that may be used by representatives, employees, agents and marketing personnel to inform
23 consumers;

24 (3) A description of statements and sales practices that are prohibited by this injunction.

25 C. RAC shall retain a qualified compliance monitor at its expense that is approved by the
26 Attorney General to monitor and review defendants' compliance with the injunctive provisions
27 of this judgment and determine whether RAC has reasonably implemented policies and
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1 procedures that are reasonably designed to prevent and detect misrepresentations and violations
2 of law by RAC's employee, representative, or agents in their dealings with consumers. These
3 audits shall cover all items specifically enumerated in the injunction. The compliance monitor
4 shall conduct a review and prepare a written report at least annually that details the monitor's
5 findings and recommendations for corrective action, if any is required. The specific tasks to be
6 undertaken by the compliance monitor in connection with assuring compliance with this
7 judgment shall be set forth more fully in an agreement to be entered into by RAC and the
8 compliance monitor, subject to the approval of the Attorney General. The Attorney General shall
9 treat all audits and written reports prepared pursuant to this injunction as confidential and not
10 subject to disclosure to third parties to the same extent as if the audits and written reports had
11 been produced pursuant to a subpoena issued by the Attorney General pursuant to Government
12 Code section 11180 et seq.

13 RESTITUTION

14 6. RAC is ordered pursuant to Business and Professions Code sections 17203 and 17535
15 to offer restitution as follows:

16 A. RAC shall offer restitution to each RAC consumer in California who, between
17 November 1, 2004 and the date of the entry of judgment, entered into a rental-purchase
18 agreement for, and acquired ownership of, new or used electronic sets, appliances, computer
19 systems, or any combination of these products, through the exercise of an early purchase option
20 provided in the agreement or required by statute. The amount of restitution to each consumer
21 required by this paragraph for each item of merchandise is the difference between the actual
22 amount paid by the consumer for the early purchase (including sales tax) and the amount that the
23 consumer would have paid for the early purchase (including sales tax) if the original cash price
24 disclosed in the rental-purchase agreement for the merchandise when new had been (1) for
25 electronic sets, 1.8 times the lessor's cost of the product to RAC, (2) for computer systems, 1.45
26 times the lessor's cost of the product to RAC, and (3) for appliances, 1.6 times the lessor's cost
27 of the product to RAC.

1 B. RAC shall offer restitution to each RAC consumer in California who entered into a
2 rental-purchase agreement for, and acquired ownership of, new or used electronic sets,
3 appliances, computer systems, or any combination of these products, by paying the total amount
4 (e.g., total of payments) needed to acquire ownership under the rental-purchase agreement
5 between November 1, 2004 and the date of entry of judgment. The amount of restitution to each
6 consumer required by this paragraph 6B for each item shall be the average payment that RAC
7 paid as restitution to consumers for the same product type under paragraph 6A.

8 C. RAC shall offer restitution to each RAC consumer in California who entered into a
9 rental-purchase agreement for new or used electronic sets, computer systems, appliances, or any
10 combination of these products, between November 1, 2004 and the date of entry of this judgment
11 and whose agreement remains in force on the date of entry of this judgment. The amount of
12 restitution to each consumer required by this paragraph 6C for each item shall be the average
13 payment for that RAC paid as restitution to consumers for the same product type under paragraph
14 6A.

15 D. RAC shall offer restitution to each RAC consumer in California who purchased any
16 Club Membership Program between November 1, 2004 and the date of entry of judgment. The
17 amount of restitution to each consumer required by this paragraph is the total amount paid by the
18 consumer for all Club Membership Programs during that period.

19 E. The restitution required under paragraphs 6A through 6D is cumulative. RAC shall
20 offer a consumer all of the restitution to which the consumer is eligible under paragraphs 6A
21 through 6D for all transactions within the prescribed time period.

22 7. A. RAC may condition payment of full restitution to a consumer pursuant to
23 paragraphs 6A through 6C on the consumer's limited release of all claims the consumer may
24 have against RAC based on the cash price for goods set forth in the consumer's rental-purchase
25 agreement. RAC may condition payment of full restitution pursuant to paragraph 6D on the
26 consumer's limited release of any claim the consumer may have against RAC based on the
27 consumer's purchase of any Club Membership Program.

1 B. The release shall be clearly and conspicuously printed on the back of the restitution
2 check in the space reserved for the consumer's endorsement and shall be in the following form
3 with the appropriate language as set forth in brackets below depending on the basis or bases for
4 restitution : "By cashing this check, I release in full settlement all claims that I may have against
5 Rent-A-Center, Inc. and Rent-A-Center West, Inc. that arise from or relate to [the cash price set
6 forth in any and all rental-purchase agreements I entered into on or after November 1, 2004] [my
7 purchase of the Preferred Customer Club Program on or after November 1, 2004]."

8 8. The distribution of restitution payments to eligible consumers shall be handled by a
9 Settlement Administrator approved by the Attorney General and retained by RAC within 30 days
10 of the date of the entry of this judgment or such other reasonable time to which RAC and the
11 Attorney General may agree. The Settlement Administrator's responsibilities shall be set forth in
12 an agreement that is approved by the Attorney General. The Settlement Administrator's charges,
13 including all costs and expenses, shall be paid solely by RAC. The Settlement Administrator
14 shall be independent of Defendants and shall be substantially experienced in the administration
15 of consumer restitution or payment programs, including restitution programs involving
16 government agencies. The Settlement Administrator shall have on staff or shall contract with
17 one or more certified public accountants that may monitor and verify compliance as required by
18 this judgment.

19 9. RAC shall use all reasonable efforts, including an examination of its books and
20 records, to identify the most current, complete, and accurate names and last known addresses of
21 consumers eligible to receive restitution and the amount of restitution which the consumer is
22 eligible to receive. RAC shall transmit this information to the Settlement Administrator and the
23 Attorney General within 30 days after the Settlement Administrator has been retained.
24 Thereafter and before mailing any check as provided in paragraph 11, the Settlement
25 Administrator shall conduct reasonable address checks, including, when appropriate, the use of
26 the National Change of Address data base, to confirm and update the address information
27 provided by RAC. The Settlement Administrator shall use reasonable skip tracing services to
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1 locate an eligible consumer for whom a current address cannot otherwise be reasonably obtained
2 if the cost of the service is reasonable under the circumstances including the amount of
3 restitution and the likelihood that the skip tracing service would successfully locate the eligible
4 consumer.

5 10. RAC shall designate an employee, agent, or other representative to oversee the
6 identification of the consumers eligible to receive restitution and the appropriate amount thereof
7 as provided in paragraph 6. The person designated shall prepare a declaration or affidavit based
8 on personal knowledge that describes in detail (a) the books, records, databases, or other
9 electronic or paper documents or other sources of information containing the identity of
10 consumers and the payment and other data required to determine the amount of restitution owed
11 under paragraph 6, (b) the steps undertaken to identify consumers eligible to receive restitution,
12 (c) the steps undertaken to determine the amount of restitution each consumer is eligible to
13 receive, and (d) the preparation of the information transmitted to the Settlement Administrator.
14 The declaration shall be prepared and provided to the Settlement Administrator and the Attorney
15 General within 10 days after the information is transmitted to the Settlement Administrator as
16 provided in paragraph 9.

17 11. A. Prior to the mailing of the letters and checks as provided in subparagraph C of
18 this paragraph, the Settlement Administrator shall conduct a reasonable review of the procedures
19 undertaken by RAC to ascertain the identity of consumers eligible to receive restitution and the
20 amount of restitution. The review shall include a sufficient reasonable sampling of the data base
21 and the calculation of refund amounts to enable the Settlement Administrator to represent to the
22 Attorney General that RAC has satisfied its restitution obligation under this judgment. The
23 review shall be completed within 30 days or such other time as may be agreed among the
24 Settlement Administrator, RAC, and the Attorney General but in no event more than 90 days.

25 B. If the Settlement Administrator concludes that RAC's procedures were deficient, the
26 Settlement Administrator shall ascertain the identity of consumers eligible for restitution and the
27 proper amount thereof. The Settlement Administrator shall present the revised information to
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1 RAC and the Attorney General within 10 days of completing the review. If RAC disputes the
2 Settlement Administrator's determination that additional restitution should be paid and the
3 parties are unable to resolve the dispute, RAC, the Attorney General, or the Settlement
4 Administrator may seek direction from the court. If RAC does not dispute the Settlement
5 Administrator's determinations, RAC shall deliver all restitution checks to the Settlement
6 Administrator within 10 days after receiving the Settlement Administrator's review, and the
7 Settlement Administrator shall distribute the checks and letter as provided in subparagraph C of
8 this paragraph.

9 C. Within 15 days of completing its review of the procedures undertaken by RAC as set
10 forth in subparagraphs A and B of this paragraph, and upon finally receiving the information
11 about the identity of consumers and the amount of restitution as provided in paragraph 9, the
12 Settlement Administrator shall mail checks for restitution to each eligible consumer accompanied
13 by a letter in substantially the following form:

14 "[Date the letter is mailed]

15 [Name]

16 [Address]

17 Re: People of the State of California v. Rent-A-Center, Inc. (San Francisco County
18 Superior Court Case No. [insert case number])

19 The California Attorney General and Rent-A-Center, Inc. and Rent-A-Center West, Inc.
20 (together referred to as Rent-A-Center) have settled a dispute about whether Rent-A-Center
21 properly disclosed the cash price of certain merchandise in rental-purchase agreements and about
22 whether Rent-A-Center engaged in proper practices in the sale of its Preferred Customer Club
23 Program. Without admitting any violation of law or wrongful conduct, Rent-A-Center is
24 required to make refunds to certain groups of customers (1) who bought property under rental-
25 purchase agreements after November 1, 2004, (2) who signed rental-purchase agreements after
26 November 1, 2004 that were still ongoing after the settlement date, or (3) who were members of
27 the Preferred Customer Club between November 1, 2004 and the date of the settlement.
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1 According to Rent-A-Center records, you are entitled to a refund. Enclosed is your refund
2 check.

3 PLEASE READ THIS LETTER CAREFULLY. IF YOU CASH THE ENCLOSED
4 CHECK YOU WILL RELEASE CERTAIN LEGAL CLAIMS AGAINST RENT-A-CENTER.
5 By signing and cashing this check, you will give up your right to sue Rent-A-Center, Inc. and
6 Rent-A-Center West, Inc. for any claims you may have based on the amount of the cash price of
7 merchandise disclosed in rental-purchase agreements and based on the sale of memberships in
8 the Preferred Customer Club Program between November 1, 2004 and the date of the settlement.

9 If you decide not to accept this refund, please return or destroy the check. If you want to
10 consider whether you may have any private claim and whether it is worth pursuing, you may
11 want to contact a lawyer to advise you. Please note that Rent-A-Center, the California Attorney
12 General, and the Settlement Administrator who has mailed you this letter and check cannot give
13 you legal advice.

14 If you would like additional information or have any questions, please contact the RAC
15 Settlement Administrator: [Name, address, and toll free number of RAC Settlement
16 Administrator.]

17 12. To facilitate the Settlement Administrator's responsibilities, RAC shall make
18 available to the Settlement Administrator within 15 days after retaining the Settlement
19 Administrator sufficient documents, persons, and other information, including data bases, names
20 of customers, most recent addresses, Social Security numbers, driver's license numbers, and all
21 other information reasonably related to the determination of whether a person is a consumer
22 eligible to receive restitution under this judgment, the identity and location of the consumer, the
23 proper amount of restitution, and any other information that would facilitate the delivery of
24 restitution or that would facilitate the Settlement Administrator's performance of its duties under
25 this judgment. The information received by the Settlement Administrator shall be treated as
26 consumers' confidential personal identifying information and not disclosed to third parties other
27 than the Attorney General.

1 13. A. If any check sent to a consumer is returned undeliverable or if a consumer's check
2 is not cashed within six months of the date of issue, all funds payable under paragraph 6 but not
3 deliverable or remaining uncashed shall promptly but in no event later than July 1, 2007, be paid
4 to the Attorney General.

5 B. The Attorney General shall place the funds in the Special Deposit Fund pursuant to
6 Government Code section 16370 or any other appropriate interest bearing or revenue earning
7 trust account approved by the Attorney General and shall separately account for the funds.

8 C. Subject to paragraph 13D, the Attorney General shall make the funds received under
9 paragraph 13A available for (1) the payment of properly calculated restitution amounts under this
10 judgment, and (2) the payment of any settlement or judgment arising from any claims against
11 defendants after the date of the entry of this judgment that relate to the amount or disclosure of
12 cash price in violation of former Civil Code sections 1812.622(e) and 1812.644 (in effect before
13 January 1, 2007) or the sale of memberships in a Club Membership Program.

14 D. Paragraph 13C applies only to claims made by and payable to consumers whom RAC
15 identified as eligible to receive restitution under paragraph 6 but who did not receive or cash
16 restitution checks. Funds may not be used to pay for attorney's fees, costs, noneconomic
17 damage, exemplary damages, statutory damages, fines, or penalties. The Attorney General's
18 obligation to make funds available for the payment of claims, as described in paragraphs 13C and
19 13D, ends upon the expiration of the statute of limitations or other bar to consumer claims
20 described in paragraph 13C and in no event later than October 31, 2010. Thereafter, any
21 remaining funds shall become the funds of the Attorney General and shall be subject to all of the
22 provisions of paragraphs 15B through 15E.

23 14. Within 210 days after all restitution checks have been mailed, the Settlement
24 Administrator shall deliver to RAC and the Attorney General a confidential written report
25 describing its activities in effectuating the restitution program and a list of all consumers to
26 whom a restitution check was mailed that indicates for each consumer whether the check was
27 cashed, was returned by the post office as undeliverable, or was not returned as undeliverable but
28 was not cashed.

MONETARY PAYMENT

15. A. Upon entry of judgment, RAC shall cause to be directed to the Attorney General the full amount of the "AG Reserve," including accrued interest, as described in the Addendum to Stipulation of Settlement in *Griego v. Rent-A-Center, Inc.*, San Diego Superior Court No. JCCP 4244 (hereafter referred to as *Griego*), as entered by the parties on October 11, 2005 and approved by the court on October 12, 2005.

B. The Attorney General shall place the funds described in paragraph 15A in the Special Deposit Fund pursuant to Government Code section 16370 or any other appropriate interest bearing or revenue earning trust account approved by the Attorney General. All interest earned on the funds described in paragraph 15A shall be subject to all of the provisions of paragraphs 15B through 15D. The Attorney General shall hold the funds including all accrued interest in trust and shall expend the funds and accrued interest only for the purposes provided in paragraph 15C. The Attorney General shall separately account for the funds including accrued interest in a manner that clearly distinguishes the funds from other funds that are held or are under the control of the Attorney General. The Attorney General shall account for expenditures to ensure compliance with the use restrictions and reporting requirement described in paragraphs 15C and 15D.

C. The Attorney General shall use the AG Reserve funds and accrued interest solely and exclusively for the following purposes and subject to the following restrictions as provided in the Designated Use Agreement ordered as part of the *Griego* judgment: All such funds shall be used exclusively by the Attorney General, in the State of California, and solely and exclusively for the benefit of California consumers in the areas of consumer lending, consumer finance, debt collection or the sale and lease of consumer goods or services (including insurance), including but not limited to education, investigation and/or prosecution in those areas, but not for the purpose of investigating or prosecuting antitrust or environmental matters.

D. The Attorney General shall, as provided in the *Griego* judgment, prepare an annual report describing with particularity how the AG Reserve funds have been applied, showing that such funds have been used in accordance with the purposes specified in paragraph 15C (to the

1 extent such funds have been expended) and accounting for such expenditures. The annual report
2 shall be submitted as provided in the *Griego* judgment. Nothing herein shall be construed to
3 require the Attorney General to disclose the existence of any confidential investigation or
4 otherwise violate any statutory limit or prohibition on the release of information.

5 E. All interest and other revenues derived from the trust funds described in paragraphs
6 15A and 15B shall solely and exclusively augment, and in no manner supplant or cause any
7 reduction of any portion of, the Attorney General's budget.

8 16. Upon entry of judgment, RAC shall pay to the Attorney General the sum of seven
9 hundred fifty thousand (\$750,000) pursuant to Business and Professions Code sections 17206
10 and 17536.

11 **MAINTENANCE OF AND ACCESS TO RECORDS**

12 17. For the purpose of ensuring compliance with the injunctive provisions, RAC shall
13 maintain a log of consumer complaints received by telephone that includes the name, address and
14 telephone number of the complainant and a description of the complaint; all written or
15 electronically transmitted (e.g., e-mail) consumer complaints; written reports; notices; and
16 restitution letters for four (4) years from the date of the judgment. Defendants shall make
17 available to the Attorney General, at Defendants' expense, within 30 days of the Attorney
18 General's written request, copies of all requested documents relating to Defendants' compliance
19 with this injunction. In the event Defendants need additional reasonable time to comply with the
20 document request and cannot agree with the Attorney General on the additional time period, or
21 Defendants otherwise believe that the Attorney General's request for documents is overly broad
22 or unduly burdensome, Defendants may apply to the court for additional time or for such other
23 relief as the court may deem appropriate.

24 **RETENTION OF JURISDICTION**

25 18. The court shall retain jurisdiction for the purposes of enabling any party to this
26 judgment to apply to the court at any time for such further orders and directions as may be
27 necessary or appropriate for (a) the construction or implementation of this judgment; (b) the
28 modification of any of the injunctive provisions for good cause shown because of changed legal

1 or factual circumstances; and (c) the enforcement of this judgment and punishment of violations
2 thereof.

3 **COSTS**

4 19. Each party shall bear its own costs, including court costs, and attorney's fees.

5 **EFFECTIVE DATE**

6 20. This judgment shall take effect immediately upon entry hereof.
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10 **NOV 16 2006**

11 DATE

PETER J. BUSCH

JUDGE OF THE SUPERIOR COURT
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