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5 Dallas, TX 75219  
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6

7 [Additional Counsel Listed on Next Page]

8 Attorneys for Plaintiffs ENVIRONMENTAL LAW FOUNDATION,  
OUR CHILDREN'S EARTH FOUNDATION, and  
9 COMMUNITIES FOR A BETTER ENVIRONMENT

10 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
11 **IN AND FOR THE COUNTY OF LOS ANGELES**

12 ENVIRONMENTAL LAW FOUNDATION; OUR  
CHILDREN'S EARTH FOUNDATION; and  
13 COMMUNITIES FOR A BETTER  
ENVIRONMENT, On Behalf of the General Public  
14

15 Plaintiffs,

16 v.

17 ATLANTIC EXPRESS OF L.A., INC.; ATLANTIC  
EXPRESS OF CALIFORNIA, INC.; EMBREE  
18 BUSES, INC.; STUDENT TRANSPORTATION OF  
AMERICA, INC.; SANTA BARBARA  
19 TRANSPORTATION CORPORATION; STORER  
TRANSPORTATION SCHOOL AND CONTRACT  
20 SERVICE; STORER TRANSPORTATION  
SERVICE; MERCED TRANSPORTATION  
21 COMPANY; MICHAEL'S TRANSPORTATION  
SERVICE, INC.; and DOES 1 through 100,  
22 inclusive,  
23

24 Defendants.

CASE NO.: BC401484

**NOTICE OF ENTRY OF JUDGMENT**

Court: Central Civil West Complex  
25 Dept.: 311  
26 Judge: Hon. Carl J. West

27 Complaint Filed: November 7, 2008  
28 Trial Date: Not set

1 RICHARD T. DRURY (State Bar No. 163559)  
SUMA PEESAPATI (State Bar No. 203701)

2 LOZEAU | DRURY LLP  
3 1516 Oak Street, Suite 216  
4 Alameda, CA 94501  
5 Telephone: 510-749-9102  
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15 ENVIRONMENTAL LAW FOUNDATION  
16 1736 Franklin, 9th floor  
17 Oakland, CA 94612  
18 Telephone: 510-208-4555  
19 Fax: 510-208-4562

20 MICHAEL COSTA (State Bar No. 219416)  
21 OUR CHILDREN'S EARTH FOUNDATION  
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23 San Francisco, CA 94118  
24 Telephone: 415-896-5289  
25 Fax: 815-642-9181

26 ADRIENNE L. BLOCH (State Bar No. 215471)  
27 SHANA LAZEROW (State Bar No. 195491)  
28 COMMUNITIES FOR A BETTER ENVIRONMENT  
1440 Broadway, Suite 701  
Oakland, CA 94612  
Telephone: 510-302-0430  
Fax: 510-302-0438

1 TO ALL PARTIES AND ATTORNEYS OF RECORD IN THIS ACTION:

2 PLEASE TAKE NOTICE THAT on May 7, 2009 the Honorable Carl J. West entered the attached  
3 Stipulated Judgment between the Plaintiffs and Defendant Michael's Transportation Service, Inc.  
4

5 Dated: May 29, 2009

6 BARON & BUDD, P.C.  
7 CELESTE A. EVANGELISTI  
8 LAURA J. BAUGHMAN  
9 THOMAS M. SIMS

10 LOZEAU | DRURY LLP  
11 RICHARD T. DRURY

12 ENVIRONMENTAL LAW FOUNDATION  
13 JAMES R. WHEATON  
14 LYNNE R. SAXTON

15 OUR CHILDREN'S EARTH FOUNDATION  
16 MICHAEL COSTA

17 COMMUNITIES FOR A BETTER ENVIRONMENT  
18 SHANA LAZEROW  
19 ADRIENNE BLOCH

20   
21 \_\_\_\_\_

22 CELESTE A. EVANGELISTI (SBN 225232)  
23 Attorneys for Plaintiffs  
24 Environmental Law Foundation  
25 Our Children's Earth Foundation  
26 Communities for a Better Environment  
27  
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1 **Proof of Service**

2 I am employed in the County of Dallas, Texas. I am over the age of 18 and not a party to this  
3 action. My business address is 3102 Oak Lawn Avenue, Suite 1100, Dallas, Texas 75219.

4 On May 29, 2009 I served the foregoing document described as:

5 **NOTICE OF ENTRY OF JUDGMENT**

6 on the parties listed below by **First Class US Mail** or other method as noted:

7 Patricia Guerrero  
Latham & Watkins  
8 600 W. Broadway, #1800  
San Diego, CA 92101-3375  
9 Counsel for Atlantic Express of LA, Inc. and  
Atlantic Express of California

April Strauss ([aprilstrauss@sbcglobal.net](mailto:aprilstrauss@sbcglobal.net))  
Law Office of April Strauss  
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Mountain View, CA 94040  
FAX: 408-774-1906

10 Arthur Godwin  
Mason Robbins Ganss  
11 700 Loughborough Dr., #D  
P.O. Box 2067  
12 Merced, CA 95344-0067  
13 Counsel for Storer Transportation School and  
Contract Service; Storer Transportation Service;  
14 and Merced Transportation Company

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Sheppard Mullin  
16 333 S. Hope Street, 48<sup>th</sup> Floor  
Los Angeles, CA 90071  
17 Counsel for Student Transportation of America,  
Inc. and Santa Barbara Transportaci3n Corp.

Mike Costa ([mike@ocefoundation.org](mailto:mike@ocefoundation.org))  
Our Children's Earth Foundation  
3701 Sacramento Street, #194  
San Francisco, CA 94118  
FAX: 815-642-9181

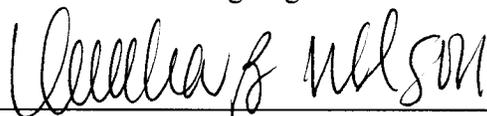
18 Dennis Simmons  
Morozumi & Simmons, LLP  
19 870 Market Street, #428  
San Francisco, CA 94102  
20 Counsel for Michael's Transportation  
21 Service, Inc.

Adrienne L. Bloch ([abloch@cbecal.org](mailto:abloch@cbecal.org))  
Shana Lazerow ([slazerow@cbecal.org](mailto:slazerow@cbecal.org))  
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22 Richard T. Drury ([richard@lozeaudrury.com](mailto:richard@lozeaudrury.com))  
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23 Lozeau Drury LLP  
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24 Alameda, CA 94501  
FAX: (510) 749-9103

Office of Attorney General  
(by **Federal Express – 2<sup>nd</sup> Day Service**)  
Proposition 65 Enforcement Reporting  
1515 Clay Street, Suite 2000  
Post Office Box 70550  
Oakland, California 94612-0550

25 I declare under penalty of perjury of the laws of the Texas that the foregoing is true and correct and that  
26 this was executed on May 29, 2009 in Dallas, Texas.

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Amelia B. Wilson

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MAY -7 2009

LOS ANGELES  
SUPERIOR COURT

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF LOS ANGELES  
CENTRAL CIVIL WEST

ENVIRONMENTAL LAW FOUNDATION,  
OUR CHILDREN'S EARTH FOUNDATION,  
COMMUNITIES FOR A BETTER  
ENVIRONMENT,  
On Behalf of the General Public,

Plaintiffs,

v.

ATLANTIC EXPRESS OF L.A., INC.;  
ATLANTIC EXPRESS OF CALIFORNIA,  
INC.; EMBREE BUSES, INC.; STUDENT  
TRANSPORTATION OF AMERICA, INC.;  
SANTA BARBARA TRANSPORTATION  
CORPORATION; STORER  
TRANSPORTATION SCHOOL AND  
CONTRACT SERVICE; STORER  
TRANSPORTATION SERVICE; MERCED  
TRANSPORTATION COMPANY;  
MICHAEL'S TRANSPORTATION  
SERVICE, INC.; and DOES 1 through 100,  
inclusive

Defendants,

CASE NO. BC 401484

~~[REDACTED]~~  
STIPULATED JUDGMENT BETWEEN  
ALL PLAINTIFFS AND MICHAEL'S  
TRANSPORTATION SERVICE, INC.

Case Filed: Nov. 7, 2008  
Trial Date: Not set  
Hon. Carl J. West

Dept. 311

1 RECITALS

2 WHEREAS,

3 a. Michaels' Transportation Service, Inc. ("Michael's" or "Operator") owns and  
4 operates School Buses in the State of California;

5 b. Plaintiffs Environmental Law Foundation ("ELF"), Our Children's Earth  
6 ("OCE"), and Communities for a Better Environment ("CBE") brought this action against  
7 Operator seeking preliminary and permanent injunctive relief and penalties under California's  
8 Proposition 65, The Safe Drinking Water and Toxic Enforcement Act, California Health and  
9 Safety Code § 25249.6, et seq. ("Proposition 65" or "Act"), alleging that operator had exposed  
10 passengers and drivers to diesel engine exhaust without providing a warning pursuant to the Act;

11 c. Operator denies that it has violated Proposition 65 or any other provision of law;

12 d. Plaintiffs and Operator (collectively "the Parties") wish to resolve all claims in  
13 this action;

14 e. Without any admission of liability, the Parties consent to the entry of this  
15 Stipulated Judgment to resolve all of the claims in this action;

16 THEREFORE, THE PARTIES HEREBY AGREE AND IT IS ADJUDGED AND  
17 ORDERED AS FOLLOWS:

18 TERMS AND CONDITIONS

19 **1. Definitions**

20 The following terms are defined as follows:

21 (a) "Approved Diesel Emission Control Strategy" shall mean a CARB-verified Level  
22 III active or passive pollution control device, verified for use only with tested engines  
23 that meet minimum exhaust temperature requirements for a specified portion of each  
24 bus's duty cycle.

25 (b) "CARB" shall mean the California Air Resources Board.

26 (c) "Effective Date" shall mean the date the Judge signs this Stipulated Judgment.  
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- 1 (d) "Existing Fleet" shall mean a fleet of School Buses that was in operation on  
2 November 7, 2008.
- 3 (e) "Existing School Bus" shall mean a School Bus operating as part of an Existing  
4 Fleet.
- 5 (f) "Gross Vehicle Weight Rating" ("GVWR") shall mean the weight rating of a  
6 vehicle.
- 7 (g) "Level III" shall mean those technologies achieving at least an 85 percent or  
8 greater reduction in particulate matter or less than 0.01 g/bhp-hr emission level.
- 9 (h) "Low-Use Vehicle" shall mean any School Bus for which usage is less than 1000  
10 miles per year.
- 11 (i) "Operator" shall mean defendants Michael's Transportation Service, Inc.
- 12 (j) "Plaintiffs" shall mean the Environmental Law Foundation, Our Children's Earth,  
13 and Communities for a Better Environment.
- 14 (k) "Retrofit" shall mean to modify with an Approved Diesel Emission Control  
15 Strategy.
- 16 (l) "Replace" shall mean to replace an existing diesel-engine School Bus listed on  
17 Exhibit A with a non-diesel school bus, or a model 2007 or newer diesel-engine  
18 school bus, or a model 2003 or newer diesel-engine school bus that is equipped with  
19 an Approved Diesel Emission Control Strategy.
- 20 (m) "School" shall mean any public or private school within the State of California  
21 used for the purpose of education and instruction of school pupils but does not include  
22 any private school in which education and instruction is primarily conducted in  
23 private homes.
- 24 (n) "School Bus" shall mean any vehicle used primarily for the express purpose of  
25 transporting students from home to School and to any School-related activities.
- 26 (o) "School Bus Fleet" shall mean any group of one or more School Buses.
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1 (p) "Year of Delivery" shall mean no more than 12 months from the date the School  
2 Bus is delivered to the School Bus Fleet Operator.

3 **2. List of Buses:** Attached hereto as Exhibit A is a complete list of all diesel School Buses  
4 owned and operated by Operator as of November 7, 2008.

5 **3. Fleet Modernization:**

6 (a) Operator agrees to Retrofit or Replace 100% of their Existing Fleet which are pre-  
7 2003 model year diesel-fueled School Buses over 14,000 lbs GVWR and are still owned  
8 and operated by an Operator as of October 1, 2010.

9 (b) Low-Use Vehicles shall be exempt from the requirement set forth in the preceding  
10 subparagraph. However, if a School Bus designated as a Low-Use Vehicle is driven  
11 more than 1000 miles in any twelve month period, then Operator shall Retrofit or  
12 Replace that School Bus within one-hundred and twenty (120) days of exceeding the  
13 1000 miles per year threshold.

14 (c) Operator agrees to pursue funds from the California Air Resources Board, local  
15 Air Quality Management District(s) and/or Air Pollution Control District(s), and/or other  
16 available sources, to Retrofit 100% of its Existing Fleet over 14,000 lbs GVWR  
17 (including 2003 model year and newer diesel school buses, but not including buses of  
18 model year 2007 or newer), if such funds become available.

19 (d) Operator agrees to apply for any public and private funding to Retrofit or Replace  
20 diesel-fueled School Buses in its fleet that are at or under 14,000 lbs GVWR within a  
21 commercially reasonable time after becoming aware of such funding either on its own or  
22 as a result of communications with Plaintiffs or their counsel, and if awarded any such  
23 funding, will use said funds to Retrofit or Replace School Buses in its Existing Fleet at or  
24 under 14,000 lbs GVWR.

25 **4. Retrofit subsidies:** Operator may use public or private Retrofit subsidies towards  
26 meeting its Fleet Modernization obligations in Section 3.

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1 **5. Attorney Fees:**

2 (a) Operator shall pay the following amount to plaintiffs:

3 (i) fifteen thousand dollars (\$15,000), subject to review and approval  
4 pursuant to Cal. Health and Safety Code § 25249.7(f) within 30 days after the  
5 Effective Date; and

6 (ii) an additional fifteen thousand dollars (\$15,000), subject to review and  
7 approval pursuant to Cal. Health and Safety Code § 25249.7(f), within 365 days  
8 after the Effective Date.

9 (b) All payments set forth in this section shall be made by (i) certified check, bank  
10 check or cashier's check to "Baron & Budd, P.C. Attorney Trust Fund Account," and  
11 shall be delivered by overnight mail or hand delivery to Baron & Budd, P.C., attn: Laura  
12 Baughman, 3102 Oak Lawn Avenue, Suite 1100, Dallas, TX 75219 or (ii) wire transfer  
13 to an account designated by Baron & Budd, P.C.

14 **6. Reporting**

15 (a) On or before November 5, 2010, Operator will represent in writing under penalty  
16 of perjury, with copies of such writing to be provided to a designated representative for  
17 Plaintiffs:

18 (i) which School Buses (including the VIN) received Retrofits and the make  
19 and model of the retrofit technology installed on each;

20 (ii) which School Buses (including the VIN) were Replaced, including VIN of  
21 the bus that was Replaced and the year, make and model of each new (replacing)  
22 bus;

23 (iii) that 100% of their pre-2003 model year diesel-fueled School Buses over  
24 14,000 lbs GVWR were Retrofitted or Replaced by October 1, 2010 in  
25 accordance with Section 3(a), except for Low-Use Vehicles; and,  
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(iv) which School Buses (including VIN) are claimed as Low-Use Vehicles and the number of miles driven per year for that vehicle in the preceding three years.

(b) Within thirty days of the Effective Date, Operator will request from the California Department of Motor Vehicles (“DMV”) a list of all School Buses in its California fleet. Within ten days after receiving a list from DMV, Operator will provide Plaintiffs’ designated representative with a copy of the DMV list. The DMV list will be kept confidential by Plaintiffs, including after termination of this Stipulated Judgment.

**7. Liquidated Damages**

(a) On or before December 1, 2010, Operator shall pay liquidated damages equal to \$15,000 for each School Bus that had not been Retrofitted or Replaced pursuant to the terms of paragraph 3(a) of this Stipulated Judgment by October 1, 2010.

(b) Payment of a penalty pursuant to this section does not excuse Operator from compliance with the terms of this Stipulated Judgment. Even if Operator pays a penalty for failing to timely meet its Fleet Modernization obligations under Section 3(a), Operator commits pursuant to this Stipulated Judgment to Retrofit or Replace 100% of its pre-2003 model year diesel-fueled School Buses over 14,000 lbs GVWR by October 1, 2010 in accordance with Section 3(a), unless:

- (i) it no longer owns such diesel School Buses, or
- (ii) a *force majeure* event occurs (as more fully described in Section 14, below).

(c) Any liquidated damages will be treated as penalties under Proposition 65, and shall be paid seventy five percent (75%) to the State of California to the funds identified in Proposition 65 (Health and Safety Code section 25249.12) and twenty five percent (25%) to Plaintiffs, in the manner described in Section 5(b), above.

1 **8. Warning**

2 (a) Within sixty (60) days after the Effective Date, Operator shall post the following  
3 warning on all of its pre-2007 model year diesel School Buses that it owns or operates  
4 that have not been Retrofitted (including Low-Use Vehicles):

5 **WARNING: This bus contains diesel engine exhaust, a chemical known to**  
6 **the State of California to cause cancer.**

7 (b) Warnings shall be in the form of a placard on each such School Bus in a  
8 reasonable location where students and driver are likely to see it.

9 (c) The warning must remain on each of the buses described in paragraph 8(a) as long  
10 as the bus is owned or operated by Operator and continues to meet the definition of  
11 "School Bus" hereunder; however, Operator may remove the warning from any bus that  
12 is Retrofitted in the future.

13 **9. Plaintiffs' Application for Attorney Fees.** Operator will not oppose any application for  
14 attorney fees and costs by Plaintiffs; provided, such application is not in an amount in excess of  
15 the amount set forth in Section 5(a).

16 **10. Support for Retrofit applications.** Plaintiffs will not oppose Operator's applications for  
17 public or private grant monies for Retrofits and Replacements and will take no actions to  
18 encourage or assist non-signatories to this Stipulated Judgment to oppose any such applications.

19 **11. Obligations of Operators.** With the exception of Section 5, the obligations of each  
20 Operator set forth in this Stipulated Judgment are individual, and not joint and several.  
21 Accordingly, each Operator is only required to Retrofit or Replace School Buses, in accordance  
22 with Section 3, that are owned or operated by that Operator. Section 5 imposes joint and several  
23 obligations upon both Operators.

24 **12. Release.** Except for the obligations under this Stipulated Judgment and any other  
25 documents to be executed, and conditioned upon transfer of the consideration and receipt of all  
26 signed documents set forth herein, ELF, OCE and CBE, on behalf of themselves and in the  
27 public interest, hereby release and discharge Operator and its respective parents, subsidiaries,  
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1 officers, employees, directors, shareholders and affiliates from any and all claims asserted, or  
2 that could have been asserted, in this litigation arising from Operators' alleged failure to provide  
3 Proposition 65 warnings regarding the exposure of individuals to diesel engine exhaust and its  
4 constituents.

5 **13. No Admission of Liability.** This Stipulated Judgment is entered into in compromise of  
6 disputed claims, the existence of any liability for which is expressly denied. The Parties agree  
7 that this Stipulated Judgment shall not be deemed or construed for any purpose as an admission  
8 of liability or responsibility for or participation in any unlawful or wrongful act at any time by  
9 any Party hereto or any other person or entity.

10 **14. Force Majeure:**

11 (a) If performance of any covenant or obligation by a Party is prevented or delayed  
12 by one or more events of *Force Majeure*, the time for the performance of such covenant  
13 or obligation will be extended for the period that such performance is delayed or  
14 prevented by such event(s) of *Force Majeure*.

15 (b) A Party seeking an extension of time pursuant to the provisions of this Section  
16 shall give written notice to the other Party describing with reasonable particularity (to the  
17 extent known) the facts and circumstances constituting a *Force Majeure* event within 14  
18 days after determining that such *Force Majeure* cause shall affect or hinder the Party's  
19 performance under this Stipulated Judgment. The written notification shall describe the  
20 factual basis for the *Force Majeure*, and the measures the Party is taking to mitigate the  
21 delay, and the expected length of the delay, to the extent reasonably possible. The Party  
22 seeking an extension of time for performance pursuant to this Section shall have an  
23 affirmative duty to diligently pursue resolution of the *Force Majeure* event(s) to the  
24 extent such resolution is possible, but in no event beyond the term of this Stipulated  
25 Judgment.

26 (c) As used herein, "*Force Majeure*" shall mean:  
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(i) act of God, fire, earthquake, flood, act of war or terrorism, riot or civil commotion, strike or a labor dispute that has the same effect as a strike, or other cause (whether similar or dissimilar) beyond the reasonable control of such Party (but in all cases excluding inability to perform for financial reasons);

(ii) Notice from:

(A) an original equipment manufacturer,

(B) a governmental agency with jurisdiction over transportation, education, health or safety issues; or

(C) a recognized third party vendor who installs CARB verified pollution control devices; that:

a particular retrofit device or technology should not be used on a particular bus type, engine family group, or exhaust system due to technical limitations, safety or health issues. An example of this includes but is not limited to notice from a third party vendor that a particular bus does not meet minimum exhaust temperature requirements for a pollution control device to be used effectively. The inability to use one device does not relieve Operator of the obligation to try another CARB-verified device; or

(iii) lack of availability of parts or vehicles due to failure of a manufacturer to meet orders placed, where orders are placed in a timely manner and in accord with standard industry practice.

(d) This section does not apply to Operator's obligation to post any warnings required pursuant to this Stipulated Judgment on buses owned and operated by Operator.

15. Notices. Whenever notice or a document is required to be sent to Plaintiffs, it shall be sent to:

Laura Baughman  
Baron & Budd, P.C.  
3102 Oak Lawn Avenue, Suite 1100  
Dallas, TX 75219

Whenever notice or a document is required to be sent to Operator, it shall be sent to:

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Dennis Simmons  
Morozumi & Simmons, LLP  
870 Market St #428  
San Francisco, CA 94102

**16. Severability.** In the event that any portion of this Stipulated Judgment is found to be illegal, invalid, unenforceable or otherwise without legal force or effect, the remainder of the Stipulated Judgment will remain in force and be fully binding.

**17. Entire Agreement.** This Stipulated Judgment constitutes the entire agreement and understanding between the Parties. All agreements or representations, expressed or implied, of the Parties with regard to this subject matter are contained in this Stipulated Judgment. The Parties acknowledge that there are no other warranties, promises, assurances or representations of any kind, express or implied, upon which the Parties have relied in entering into this Stipulated Judgment, unless expressly set forth herein. All prior representations, understandings and agreements between the Parties concerning settlement are superseded by this Stipulated Judgment. The terms of this Stipulated Judgment shall not be changed, revised or modified except by written agreement signed by the Parties to this Stipulated Judgment and shall not take effect until approved by the Court.

**18. Acknowledgment of Terms.** The Parties have read and understood the terms of this Stipulated Judgment, have had the opportunity to consult with counsel regarding those terms, and understand and acknowledge the significance and consequence of each such term.

**19. Parties Affected.** This Stipulated Judgment shall be binding upon and inure to the benefit of the Parties hereto, and their respective heirs, predecessors, successors, affiliated companies, subsidiaries, officers, directors, shareholders, partners, trustees, employees, assigns, executors, administrators, agents and attorneys, and all persons and/or entities connected with each of them, and the general public.

**20. Warranty.** Each Party warrants that (a) the person executing this Stipulated Judgment is fully authorized to do so and to enter into the terms and conditions hereof; and (b) the claims being released pursuant to this Stipulated Judgment have not been assigned or otherwise transferred to any other person or entity.

1 **21. Construction.** This Stipulated Judgment is the product of negotiation and preparation by  
2 and among each Party hereto and their respective attorneys. Accordingly, the Stipulated  
3 Judgment shall not be construed against the Party preparing it. The section headings are  
4 included for convenience only and are not intended to be operative as part of this Stipulated  
5 Judgment.

6 **22. Execution of Documents.** The Parties agree to execute this Stipulated Judgment and all  
7 such other documents as are reasonably necessary to effect the terms and conditions of this  
8 Stipulated Judgment. The Stipulated Judgment may be executed in counterparts, each of which  
9 shall be considered an original.

10 **23. Retention of Jurisdiction.** This Court shall retain jurisdiction to enforce the terms of  
11 this Stipulated Judgment.

12 APPROVED AS TO SUBSTANCE:

13 Dated: \_\_\_\_\_

\_\_\_\_\_  
Michael's Transportation Service, Inc.

15 Dated: \_\_\_\_\_

\_\_\_\_\_  
Environmental Law Foundation

17 Dated: \_\_\_\_\_

\_\_\_\_\_  
Our Children's Earth Foundation

19 Dated: \_\_\_\_\_

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Communities for a Better Environment

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 2 and among each Party hereto and their respective attorneys. Accordingly, the Stipulated  
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 8 Stipulated Judgment. The Stipulated Judgment may be executed in counterparts, each of which  
 9 shall be considered an original.

10 **23. Retention of Jurisdiction.** This Court shall retain jurisdiction to enforce the terms of  
 11 this Stipulated Judgment.

12 APPROVED AS TO SUBSTANCE:

13 Dated: 2-20-09

Michael T. Brown  
 Michael's Transportation Service, Inc.

14 Dated: \_\_\_\_\_

Environmental Law Foundation

15 Dated: \_\_\_\_\_

Our Children's Earth Foundation

16 Dated: \_\_\_\_\_

Communities for a Better Environment

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1 **21. Construction.** This Stipulated Judgment is the product of negotiation and preparation by  
2 and among each Party hereto and their respective attorneys. Accordingly, the Stipulated  
3 Judgment shall not be construed against the Party preparing it. The section headings are  
4 included for convenience only and are not intended to be operative as part of this Stipulated  
5 Judgment.

6 **22. Execution of Documents.** The Parties agree to execute this Stipulated Judgment and all  
7 such other documents as are reasonably necessary to effect the terms and conditions of this  
8 Stipulated Judgment. The Stipulated Judgment may be executed in counterparts, each of which  
9 shall be considered an original.

10 **23. Retention of Jurisdiction.** This Court shall retain jurisdiction to enforce the terms of  
11 this Stipulated Judgment.

12 APPROVED AS TO SUBSTANCE:  
13

14 Dated: \_\_\_\_\_

15 Dated: 2/24/09

17 Dated: \_\_\_\_\_

19 Dated: \_\_\_\_\_

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\_\_\_\_\_  
Michael's Transportation Service, Inc.  
*Sydney Saxon*  
Environmental Law Foundation

\_\_\_\_\_  
Our Children's Earth Foundation

\_\_\_\_\_  
Communities for a Better Environment

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12 APPROVED AS TO SUBSTANCE:  
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14 Dated: \_\_\_\_\_ Michael's Transportation Service, Inc.  
15 Dated: \_\_\_\_\_ Environmental Law Foundation  
16 Dated: 2/24/09 \_\_\_\_\_  
17 Our Children's Earth Foundation  
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19 Dated: \_\_\_\_\_ Communities for a Better Environment  
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13 APPROVED AS TO SUBSTANCE:

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Dated: \_\_\_\_\_

\_\_\_\_\_  
Michael's Transportation Service, Inc.

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Dated: \_\_\_\_\_

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Environmental Law Foundation

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Dated: \_\_\_\_\_

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Our Children's Earth Foundation

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Dated: 5/24/09

Bill Gallegos  
\_\_\_\_\_  
Communities for a Better Environment

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**APPROVED AS TO FORM:**

Dated: \_\_\_\_\_

LOZEAU/DRURY LLP  
BARON & BUDD, P.C.

By: \_\_\_\_\_  
Richard Drury  
Attorneys for Plaintiffs

MOROZUMI & SIMMONS, LLP

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Dennis Simmons, Attorneys for  
Michael's Transportation Service, Inc.

**APPROVED AND ORDERED:**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Hon. Carl J. West  
Judge of the Superior Court

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APPROVED AS TO FORM:

Dated: \_\_\_\_\_

LOZEAU/DRURY LLP  
BARON & BUDD, P.C.

By: \_\_\_\_\_  
Richard Drury  
Attorneys for Plaintiffs

Dated: Feb. 26, 2009

MOROZUMI & SIMMONS, LLP

By: *Dennis Simmons*  
Dennis Simmons, Attorneys for  
Michael's Transportation Service, Inc.

APPROVED AND ORDERED:

Dated: \_\_\_\_\_

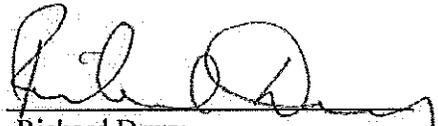
\_\_\_\_\_  
Hon. Carl J. West  
Judge of the Superior Court

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APPROVED AS TO FORM:

Dated: 2/25/09

LOZEAU/DRURY LLP  
BARON & BUDD, P.C.

By:   
Richard Drury  
Attorneys for Plaintiffs

MOROZUMI & SIMMONS, LLP

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Dennis Simmons, Attorneys for  
Michael's Transportation Service, Inc.

APPROVED AND ORDERED:

Dated: MAY -7 2009

CARL J. WEST  
Hon. Carl J. West  
Judge of the Superior Court

# EXHIBIT A

01/23/2009 12:58 FAX

Michaels-Transportation

0002/0004

BUS #	MAKE	YEAR	GVW	TYPE BUS	RETROFITTED	LEVEL OF POLLUTION CONTROL
1	FORD	1994	9600	SCHOOL	NO	LEVEL 1
2	FORD	1984	9600	SCHOOL	NO	LEVEL 1
3	GILLIG	1986	25500	SCHOOL	NO	LEVEL 1
4	THOMAS	2001	34200	SCHOOL	NO	LEVEL 1
5	THOMAS	1995	33200	SCHOOL	NO	LEVEL 1
6	INTL	2007	36220	SCHOOL	NO	LEVEL 1
7	INTL	2007	36220	SCHOOL	NO	LEVEL 1
8	INTL	2007	36220	SCHOOL	NO	LEVEL 1
9	INTL	2007	36220	SCHOOL	NO	LEVEL 1
10	VANHOOL	2007	50700	TOUR BUS/SPAB	NO	LEVEL 1
11	INTL	2007	36220	SCHOOL	NO	LEVEL 1
12	INTL	2007	36220	SCHOOL-COMM	NO	LEVEL 1
13	INTL	2007	36220	SCHOOL-COMM	NO	LEVEL 1
14	INTL	2007	36220	SCHOOL	NO	LEVEL 1
16	THOMAS	2006	36200	SCHOOL	NO	LEVEL 1
16	THOMAS	2006	36200	SCHOOL	NO	LEVEL 1
17	THOMAS	2006	36200	SCHOOL	NO	LEVEL 1
18	BB	2007	36200	SCHOOL	NO	LEVEL 1
19	BB	2007	36200	SCHOOL	NO	LEVEL 1
20	INTL	2008	36220	SCHOOL	NO	LEVEL 1
21	INTL	2008	36220	SCHOOL	NO	LEVEL 1

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Michaels-Transportation

0003/0004

BUS #	MAKE	YEAR	GVW	TYPE BUS	RETROFITTED	LEVEL OF POLLUTION CONTROL
22 8157	VANHOOL	2001	50700	TOUR BUS/SPAB	NO	LEVEL 1
23 8422	BB	2001	33700	SCHOOL	NO	LEVEL 1
24 8423	BB	2002	33700	SCHOOL	NO	LEVEL 1
25 8424	BB	2001	33700	SCHOOL	NO	LEVEL 1
26 8425	BB	2001	33700	SCHOOL	NO	LEVEL 1
27 8426	BB	2001	33700	SCHOOL	NO	LEVEL 1
28 8427	BB	1999	36200	SCHOOL	NO	LEVEL 1
29 8428	BB	1998	36200	SCHOOL	NO	LEVEL 1
30 8429	BB	2005	36200	SCHOOL-COMM	NO	LEVEL 1
31 8430	BB	2005	36200	SCHOOL-COMM	NO	LEVEL 1
32 8431	BB	2005	36200	SCHOOL	NO	LEVEL 1
33 8432	BB	2005	36200	SCHOOL-COMM	NO	LEVEL 1
34 8443	THOMAS	1999	34200	SCHOOL	NO	LEVEL 1
35 8445	THOMAS	1999	34200	SCHOOL	NO	LEVEL 1
36 8446	THOMAS	1999	34200	SCHOOL	NO	LEVEL 1
37 8447	INTL	1999	36220	SCHOOL	NO	LEVEL 1
38 8450	INTL	2002	36220	SCHOOL-COMM	NO	LEVEL 1
39 8451	INTL	2002	36220	SCHOOL-COMM	NO	LEVEL 1
40 8454	INTL	2002	36220	SCHOOL-COMM	NO	LEVEL 1
41 8455	INTL	2002	36220	SCHOOL	NO	LEVEL 1
42 8456	INTL	2003	36220	SCHOOL	NO	LEVEL 1
43 8457	INTL	2003	36220	SCHOOL	NO	LEVEL 1
44 8458	INTL	2003	36220	SCHOOL-COMM	NO	LEVEL 1

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Michaels-Transportation

0004/0004

BUS #	MAKE	YEAR	GVW	TYPE BUS	RETROFITTED	LEVEL OF POLLUTION CONTROL
45	INTL	1999	36220	SCHOOL-COMM	NO	LEVEL 1
46	INTL	2005	36220	SCHOOL-COMM	NO	LEVEL 1
47	INTL	2004	36220	SCHOOL	NO	LEVEL 1
48	INTL	2004	36220	SCHOOL	NO	LEVEL 1
50	GMC	2004	19500	SPAB	NO	LEVEL 1
51	GMC	2005	19500	SPAB	NO	LEVEL 1
52	FORD	2007	14050	SCHOOL	NO	LEVEL 1
53	INTL	2009	36220	SCHOOL	YES	LEVEL 3
54	INTL	2009	36220	SCHOOL	YES	LEVEL 3
55	INTL	2009	36220	SCHOOL	YES	LEVEL 3
56	INTL	2009	36220	SCHOOL	YES	LEVEL 3
57	INTL	2009	36220	SCHOOL	YES	LEVEL 3