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Filed
STEPHANIE BOHRER, CLERK
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DEPUTY

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[Additional Plaintiff's Counsel Listed as Signatories]

Attorneys for The People of the State of California

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN JOAQUIN**

STK-CV-~~UPT~~-2024-1154

12 THE PEOPLE OF THE STATE OF CALIFORNIA,)

C:

13 Plaintiff,

Assigned to for all purposes to:

14 vs.

**STIPULATION FOR ENTRY OF
FINAL JUDGMENT AND
PERMANENT INJUNCTION;
FINAL JUDGMENT AND
PERMANENT INJUNCTION**

16 TESLA, INC., a Delaware Corporation,

17 Defendant.

*Exempt from fees per Gov.
Code § 6103*

JAN 30 2024

21 Plaintiff, THE PEOPLE OF THE STATE OF CALIFORNIA, generally appearing
22 through its attorneys: Pamela Y. Price, District Attorney of Alameda County; Michael L.
23 Ramsey, District Attorney of Butte County; Diana Becton, District Attorney of Contra Costa
24 County; Lisa A. Smittcamp, District Attorney of Fresno County; Cynthia J. Zimmer, District
25 Attorney of Kern County; George Gascón, District Attorney of Los Angeles County; Lori E.
26 Frugoli, District Attorney of Marin County; Jeannine M. Pacioni, District Attorney of Monterey
27 County; Todd Spitzer, District Attorney of Orange County; Morgan Gire, District Attorney of
28 Placer County; Michael A. Hestrin, District Attorney of Riverside County; Thein Ho, District

1 Attorney of Sacramento County; Jason Anderson, District Attorney of San Bernardino County;
2 Summer Stephan, District Attorney of San Diego County; Brooke Jenkins, District Attorney of
3 San Francisco County; Ronald J. Freitas, District Attorney of San Joaquin County; Dan Dow,
4 District Attorney of San Luis Obispo County; Stephen M. Wagstaffe, District Attorney of San
5 Mateo County; John Savrnock, District Attorney of Santa Barbara County; Jeffrey F. Rosen,
6 District Attorney of Santa Clara County; Krishna A. Abrams, District Attorney of Solano
7 County; Carla Rodriguez, District Attorney of Sonoma County; Jeff Laugero, District Attorney
8 of Stanislaus County; Timothy B. Ward, District Attorney of Tulare County; and Erik
9 Nasarenko, District Attorney of Ventura County (collectively “the People”) and Defendant,
10 TESLA, INC., a Delaware Corporation (hereafter “Defendant”), generally appearing through its
11 attorney, Margaret Rosegay of Pillsbury Winthrop Shaw Pittman LLP (collectively, “Parties”),
12 do

13 **HEREBY STIPULATE AND AGREE AS FOLLOWS:**

14 1. This Court may enter this Stipulation for Entry of Final Judgment and Permanent
15 Injunction (hereafter “Final Judgment”) without the taking of proof, without trial or
16 adjudication of any fact or law, on the *ex parte* request of any Party, and without notice to the
17 other Parties;

18 2. The Court has subject matter jurisdiction over the matters alleged in this action
19 and personal jurisdiction over the Parties to this Final Judgment;

20 3. This Final Judgment is a fair and reasonable resolution of the matters alleged in
21 the People’s Complaint herein;

22 4. This Final Judgment is not an admission by Defendant of any issue of law or fact
23 or any violation of law in the above captioned matter or any violation of law;

24 5. This Final Judgment shall be binding upon the Parties;

25 6. The Parties waive any right to set aside this Final Judgment through any
26 collateral attack, and further waive their right to appeal from this Final Judgment;

27 7. The Parties have agreed to settle this action on the terms set forth in this Final
28 Judgment. The People believe the resolution of the violations alleged in the concurrently filed

1 Complaint is fair and reasonable and fulfills the People's enforcement objectives, that no
2 further action is warranted concerning the specific violations alleged in the Complaint except
3 as provided pursuant to the Final Judgment, and that this Final Judgment is in the best
4 interests of the general public. Defendant agrees this Final Judgment is a fair and reasonable
5 resolution of the matters alleged in the Complaint.

6 WHEREAS, Defendant has represented to the People the actions taken by Defendant
7 during the course of this investigation in an effort to improve its compliance related to the
8 management of Covered Waste, including but not limited to, Defendant's implementation of an
9 internal waste audit program and sharing audit results with the People, Defendant's hiring of
10 additional professional environmental staff, Defendant's use of an independent third-party
11 contractor to audit compliance related to the management of Covered Waste, and Defendant's
12 development of enhanced training programs and materials related to the management of
13 Covered Waste.

14 NOW THEREFORE, the Parties having consented to the entry of this Final Judgment
15 and requested that this Court enter this Final Judgment, and the Court having considered this
16 Stipulation for Entry of Final Judgment and Permanent Injunction reached between the Parties,
17 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

18 **1. JURISDICTION AND VENUE**

19 The Superior Court of California, County of San Joaquin, has subject matter jurisdiction
20 over the matters alleged in this action and personal jurisdiction over the Parties to this Final
21 Judgment because at least some of the violations of law at issue are alleged to have occurred in
22 the County of San Joaquin, and by virtue of the Parties' general appearance.

23 **2. SETTLEMENT OF DISPUTED CLAIMS**

24 The Parties have stipulated and consented to the entry of this Final Judgment to resolve
25 the disputed claims, as set forth in the Complaint, prior to the taking of any proof, and without
26 trial or adjudication of facts or law herein. The Court finds that this Final Judgment is a fair and
27 reasonable resolution of the Covered Matters (as defined in Paragraph 6 below) and is in the
28 best interest of the public. The Parties hereby waive the right to appeal.

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3. DEFINITIONS

Except where otherwise expressly defined in this Final Judgment, all terms shall be interpreted consistently with Health and Safety Code section 25100 et seq. (Hazardous Waste Control Law) and the regulations promulgated under that statutory scheme.

“Covered Wastes” means hazardous waste as defined in Health and Safety Code section 25117, and California Code of Regulations, Title 22, sections 66260.10 and 66261.3.

“Facilities” means Defendant’s Fremont Factory, SSD and Energy locations within the State of California, listed in **Exhibit A**, which are currently or were formerly owned or operated by Defendant within the statutory period, as well as any such facilities that are owned or operated by Defendant in California subsequent to the Effective Date of this Final Judgment until termination of the injunctive provisions of this Final Judgment.

“Participating Agency” or “PA” is defined in Health and Safety Code sections 25123.7(c) and 25404(a) and means a state or local agency that has a written agreement with the UPA, and the approval of the California Environmental Protection Agency, to implement or enforce one or more state environmental program elements specified in Health and Safety Code section 25404(c).

“Unified Program Agency” or “UPA,” is defined in Health and Safety Code sections 25123.7(d) and 25404(a), and means the agency that, pursuant to Chapter 6.11 of Division 20 of the Health and Safety Code, and Title 27 of the California Code of Regulations, is certified by the California Environmental Protection Agency with the jurisdictional responsibility and authority to implement and enforce certain state environmental program requirements specified in Health and Safety Code section 25404(c)(1).

4. INJUNCTIVE RELIEF

4.1 Applicability

The provisions of this injunction are applicable to Defendant, and its respective successors and assignees, and to all persons, employees, officers, directors, partnerships, corporations, and other entities acting under, by, through, on behalf of, or in concert with

1 Defendant, having actual or constructive knowledge of this injunction, that actively participate
2 in the operation of hazardous waste management programs for Defendant's Facilities located in
3 the State of California ("Enjoined Persons").

4 **4.2 General Injunctive Provisions**

5 Pursuant to the provisions of Health and Safety Code sections 25181, 25184, and
6 Business and Professions Code section 17203, the Enjoined Persons are permanently enjoined
7 from violating Chapter 6.5 of Division 20 of the Health and Safety Code and the regulations
8 promulgated under that chapter. Notwithstanding any other provision in this Final Judgment,
9 nothing in this Final Judgment shall relieve Defendant from prospectively complying with any
10 and all applicable laws and regulations.

11 **4.3 Specific Injunctive Provisions**

12 The following specific injunctive provisions relate to the disposal of hazardous waste
13 found by the People during inspections of trash containers, dumpsters, or compacters at the
14 Facilities, and not related to inspections conducted by any UPA or PA.

15 Pursuant to Health and Safety Code sections 25181 and Business and Professions Code
16 section 17203, the Enjoined Persons are enjoined, restrained, and prohibited from doing any of
17 the following at and from any of the Facilities:

18 4.3.a. Disposing, or causing the disposal, of hazardous waste at a point not
19 authorized by law, in violation of Health and Safety Code sections 25189 and 25189.2,
20 including, but not limited to, the disposal of hazardous waste into any trash container, dumpster,
21 or compactor at the Facilities, or causing the disposal of hazardous waste at a transfer station or
22 landfill that is not permitted to accept hazardous waste;

23 4.3.b. Transporting, transferring custody of, or causing to be transported in
24 California any hazardous waste unless the transporter is registered to transport hazardous waste,
25 as required by Health and Safety Code section 25163;

26 4.3.c. Failing to determine if a waste generated at the Facilities is a hazardous
27 waste, as required by California Code of Regulations, Title 22, sections 66262.11 and
28 66260.200(c);

1 4.3.d. Failing to properly mark, label, and store containers and tanks of
2 hazardous waste at the Facilities, as required under California Code of Regulations, Title 22,
3 section 66262.34;

4 4.3.e. Failing to properly use and complete a uniform hazardous waste manifest
5 prior to transportation of hazardous waste from the Facilities, as required by Health and Safety
6 Code section 25160 and California Code of Regulations, Title 22, section 66262.42;

7 4.3.f. Failing to timely file with the Department of Toxic Substances Control
8 (“DTSC”) a hazardous waste manifest for all hazardous waste that is transported, or submitted
9 for transportation, for offsite handling, treatment, storage, disposal, or any combination thereof,
10 from any Facility, as required by Health and Safety Code section 25160(b)(3) and California
11 Code of Regulations, Title 22, section 66262.23;

12 4.3.g. Failing to segregate incompatible hazardous waste, as required by
13 California Code of Regulations, Title 22, section 66265.177;

14 4.3.h. Failing to properly manage universal waste, including but not limited to
15 non-empty aerosol cans within the meaning of Health and Safety Code section 25201.16, at the
16 Facilities, as required by California Code of Regulations, Title 22, section 66273.1 et seq.; and

17 4.3.i. Failing to comply with employee training and record-keeping
18 requirements, pertaining to the handling of hazardous waste, as required by California Code of
19 Regulations, Title 22, section 66265.16.

20 **4.4 Environmental Compliance Assurance Program**

21 Pursuant to the provisions of Health and Safety Code Sections 25181 and Business and
22 Professions Code Section 17203, and to ensure compliance with Paragraphs 4.2 and 4.3 above,
23 Defendant shall implement and maintain the following Environmental Compliance Assurance
24 Program which shall include:

25 4.4.a. **Covered Waste Audit Program.** Defendant shall, for a period of five
26 (5) years, commencing on the Effective Date of this Final Judgment, conduct annual waste
27 audits of the trash containers, dumpsters, and compactors (collectively, “Receptacles”) from
28 which waste is removed by a third-party waste hauler for disposal at municipal landfills

1 (hereinafter, "Waste Audits"). The audits shall be conducted utilizing an independent third-
2 party contractor at ten percent of the Facilities then-currently owned or operated by Defendant,
3 so as to identify, segregate, photograph, and commemorate in a report any Covered Waste that
4 is prohibited by law and this Final Judgment from disposal at a municipal landfill. The Fremont
5 Factory shall be among the facilities that are audited on an annual basis. The audit of the
6 Fremont Factory shall include, but not be limited to, the Receptacle located in the Material
7 Staging Area that receives waste from various dumpsters located on the Fremont Factory floor
8 and that is used exclusively for the disposal of waste at a municipal landfill. The audit of the
9 Fremont Factory shall also include other Receptacles located at the Fremont Factory as deemed
10 appropriate by the third-party contractor conducting the audits if such Receptacles contain waste
11 that is removed by a third-party waste hauler, or if the Receptacles themselves are removed
12 from the Fremont Factory by a third-party waste hauler, for disposal at a municipal landfill.

13 4.4.a.1. Defendant shall provide Notice of any scheduled Waste Audit to the
14 People, as set forth in Paragraph 21 of this Final Judgment, at least twenty (20) court days prior
15 to any Waste Audit, to allow the People the option to send an observer. No advance notice shall
16 be provided to the Facility prior to the Waste Audit.

17 4.4.a.2. Within sixty (60) days following a Waste Audit, the third-party auditor
18 shall provide the People and Defendant , with a detailed summary of the results of the Waste
19 Audit, which shall include any protocols followed, the Facility address, date the audit was
20 conducted, identification of all persons present, and photographs and descriptions of any and all
21 Covered Wastes found in the Receptacles subject to the audit..

22 4.4.a.3. In the event any independent third-party Waste Audit identifies Covered
23 Waste in a Receptacle which would be removed by a third-party waste hauler for disposal at a
24 municipal landfill, Defendant shall, within ninety (90) days of receipt of the audit findings,
25 provide a written reminder to every Facility Manager and employee of the Facility that was
26 subject to the Waste Audit whose job responsibilities include the management of Covered
27 Wastes, to remind them of their obligations under the law and this Final Judgment.

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1 4.4.a.4. In the event that fifty percent (50%) or more of the independent third
2 party audits conducted in any one year period finds one or more items of Covered Waste in an
3 audited Receptacle, Defendant shall, within ninety (90) days of receipt of the audit findings,
4 require all Facility Managers and any employee at every Facility whose job responsibilities
5 include the management of any Covered Waste to complete a refresher training on Defendant's
6 California policies related to the same.

7 4.4.b. **Training.** In addition to any training required under Section 4.4.a.,
8 Defendant shall ensure that all employees at all of their Facilities are familiar with waste
9 handling and emergency procedures that are applicable to their responsibilities during normal
10 facility operations and emergencies, and shall maintain proof of training required by California
11 Code of Regulations, title 22, section 66265.16, for each employee responsible for hazardous
12 waste management at the Facilities as follows:

13 4.4.b.1. Defendant shall require employees who are responsible for
14 characterization, handling, storage, or disposal of hazardous waste to participate in a training
15 program so as to familiarize themselves with hazardous waste handling and emergency
16 procedures, as applicable to the employee's responsibilities during normal operations and
17 emergencies, within six (6) months of hire. Such employees shall be supervised by a manager
18 trained in such procedures, until the employees in question have completed such training
19 program. Defendant shall maintain and review records quarterly to ensure that this requirement
20 is met.

21 4.4.b.2. For any training conducted in accordance with 4.4.b., Defendant shall
22 maintain documentation sufficient to identify the topic(s) and date of training. Such records
23 may be maintained electronically. Defendant shall maintain such documentation for a period of
24 three (3) years from the date on which the training was conducted.

25 4.4.b.3. To the extent any one of Defendant's Facilities generates more than
26 1,000 kg/month of hazardous waste, or 1 kg/month of acute hazardous waste, or 100 kg/month
27 of acute spill residue or soil, then Defendant shall additionally comply with the personnel
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1 training requirements contained in California Code of Regulations, Title 22 section 66265.16, to
2 the extent applicable, for that particular Facility's employees.

3 4.4.b.4. Defendant shall promptly make available upon request by any UPA
4 Inspector, peace officer, or agent of the Department of Justice, California Environmental
5 Protection Agency, the DTSC, or any District Attorney's office, all training documentation for
6 each Facility. In the event that such records are not available during a governmental inspection,
7 Defendant shall provide such records requested within five (5) business days.

8 5. CIVIL PENALTIES AND COSTS

9 Within thirty (30) calendar days of Entry of this Final Judgment, Defendant shall pay
10 ONE MILLION, FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000.00), as follows:

11 5.1 Civil Penalties

12 Pursuant to Health and Safety Code sections 25100 to 25259 and Business and
13 Professions Code section 17206, Defendant shall pay civil penalties in the amount of One
14 Million Three Hundred Thousand Dollars (\$1,300,000.00), to be distributed, consistent with
15 Government Code section 26506, to the prosecuting agencies identified in, and in accordance
16 with the terms of, **Exhibit B**, attached.

17 5.2 Reimbursement of Costs of Investigation and Enforcement

18 Defendant shall additionally pay Two Hundred Thousand Dollars (\$200,000.00) for
19 reimbursement of attorneys' fees, costs of investigation, and other costs of enforcement, to the
20 entities identified in, and in accordance with the terms of, **Exhibit C**, attached.

21 5.3 Filing Fee

22 Defendant shall pay a first appearance fee in this matter, in the sum of FOUR
23 HUNDRED AND THIRTY-FIVE DOLLARS (\$435.00) payable to the Clerk of the Court.
24 Payment shall be made contemporaneously with the execution of this Stipulation and delivered
25 to the San Joaquin County District Attorney's Office, Attention Celeste Kaisch, 222 E. Weber
26 Ave., Room 202, Stockton, California 95202, for delivery to the Clerk of the Court with the
27 People's *ex party* filing of this Final Judgment.

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1 **5.4 *Payments and Expenditures***

2 The payment of all civil penalties, reimbursement of cost payments, and other
3 expenditures set forth in Paragraphs 5.1 and 5.2 above, shall be made by checks payable as
4 outlined in Exhibits B and C, and delivered to the San Joaquin County District Attorney’s
5 Office, Attention: Celeste Kaisch, 222 E. Weber Ave., Room 202, Stockton, California 95202,
6 for distribution pursuant to the terms of this Final Judgment.

7 **6. MATTERS COVERED BY THIS FINAL JUDGMENT**

8 6.1 This Final Judgment is a final and binding resolution and settlement of all
9 claims, violations and causes of action arising from the matters and allegations regarding the
10 subject matter of this Final Judgment that were or could have been alleged in the Complaint as
11 to Defendant’s Facilities through and until January 15, 2024, which shall be known as "Covered
12 Matters."

13 6.2 Any claim, violation, or cause of action that is not a Covered Matter is a
14 "Reserved Claim." Reserved Claims include, without limitation, any violation that occurs after
15 the Effective Date; any claim, violation, or cause of action against Defendant’s independent
16 contractors or subcontractors arising as a result of such independent contractor’s or
17 subcontractor’s independent failure to characterize or properly store, transport, or dispose of
18 hazardous waste generated by Defendant; and separate and independent violations arising out of
19 matters or allegations that are not set forth in the Complaint, whether known or unknown.
20 Reserved Claims also includes any claims or causes of action against Defendant, including their
21 officers and employees, and each of them, for performance of cleanup, corrective action, or
22 response action for any actual past or future releases, spills, or disposals of hazardous waste or
23 hazardous substances that were caused or contributed to by Defendant at or from any of the
24 Facilities. Each of the above is not included as “Covered Matters.” Any claims, violations, or
25 cause of actions arising out of any UPA inspections of the Facilities are not included as
26 “Covered Matters.”

27 6.3 In any subsequent action that may be brought by the People based on any
28 Reserved Claim, Defendant cannot assert that failing to pursue any Reserved Claim as part of

1 this action constitutes claim-splitting. This section (Paragraph 6) does not affect any statute of
2 limitations, if any, which may be applicable to any Reserved Claim, and does not prohibit
3 Defendant from asserting any statute of limitations or other legal or equitable defenses that may
4 be applicable to any Reserved Claim.

5 6.4 Defendant covenants not to pursue any civil or administrative claims against the
6 People or against any agency of the State of California, or any county or city in the State of
7 California, or any UPA, Participating Agency or local agency (collectively, "Agencies"), or
8 against any of their officers, employees, representatives, agents, or attorneys, arising out of or
9 related to any Covered Matter and arising before entry of this Final Judgment; provided,
10 however, that if any agencies initiate claims against Defendant, Defendant retains any and all
11 rights and defenses against such Agencies.

12 6.5 The continuing effect of paragraph 6.1 is expressly conditioned on Defendant's
13 full payment of the amounts due under this Final Judgment as set forth in Paragraph 5.

14 **7. EFFECT OF FINAL JUDGMENT**

15 Except as expressly provided in this Final Judgment, nothing herein is intended, nor
16 shall it be construed, to preclude the People, or any state, county, city, or local agency,
17 department, board, or any UPA or PA from exercising its authority under any law, statute, or
18 regulation.

19 **8. NO WAIVER OF RIGHT TO ENFORCE**

20 The failure of the People to enforce any provision of this Final Judgment shall neither be
21 deemed a waiver of such provision nor shall in any way affect the validity of this Final
22 Judgment. The failure of the People to enforce any such provision shall not preclude them from
23 later enforcing the same or any other provision of this Final Judgment, or of any law or statute
24 cited in any such provision. Except as expressly provided in this Final Judgment, Defendant
25 retains all defenses to any such later enforcement action.

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1 **9. INTERPRETATION**

2 This Final Judgment was drafted equally by all Parties hereto. Accordingly, any and all
3 rules of construction including Civil Code section 1654 which provides that ambiguity is
4 construed against the drafting party shall not apply to the interpretation of this Final Judgment.

5 **10. INTEGRATION**

6 This Final Judgment incorporates and reflects all terms and conditions of the agreement
7 between the Parties and may not be amended or supplemented except as provided for herein. No
8 oral advice, guidance, suggestions or comments by employees or officials of any Party
9 regarding matters covered in this Final Judgment shall be construed to relieve any Party of its
10 obligations under this Final Judgment. No oral representations have been made or relied upon
11 other than as expressly set forth herein.

12 **11. FUTURE REGULATORY CHANGES**

13 Nothing in this Final Judgment shall excuse Defendant from meeting any more-stringent
14 requirement(s) that may be imposed by applicable existing law or by any change in the
15 applicable law. To the extent any future statutory or regulatory change makes Defendant's
16 obligations less stringent than those provided for in this Final Judgment, Defendant's
17 compliance with the changed law shall be deemed compliance with this Final Judgment;
18 however, any change in law or regulation shall not reduce or diminish Defendant's obligations
19 to comply with Paragraph 4.4, above.

20 **12. STATUS REPORT**

21 At the conclusion of each calendar year, following the Entry of Judgment, Defendant
22 shall prepare and submit a Status Report containing the information described below. The
23 obligation to provide a Status Report shall continue for a period of no less than five (5) years, in
24 which Defendant shall submit a summary of all actions taken in the previous calendar year.

25 Defendant shall provide the persons listed in Paragraph 21 with the Status Report. The
26 Status Report required herein shall include a summary description of the actions taken by the
27 Defendant pursuant to this Final Judgment in the previous calendar year to comply with their
28 obligations related to Covered Wastes as set forth in Paragraph 4. Defendant shall provide

1 copies of any Waste Audit (including all reports and photographs taken) conducted by or on
2 behalf of Defendant for any Facility. Defendant shall also provide a copy of all state, county,
3 city inspection reports, notices of violation, and notices to comply, received by Defendant for
4 any Facility related to Covered Wastes as set forth in Paragraph 4. Defendant shall provide a
5 copy of any return to compliance or responsive statements, if any, submitted by or on behalf of
6 Defendant from the prior calendar year. The Status Report shall be submitted with a
7 certification, signed by a responsible representative, which shall attest:

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9 "I certify under penalty of law that I have personally examined and am familiar
10 with the information submitted in this document and all documents submitted
11 herewith; and that, to the best of my knowledge and belief, the submitted
12 information is true, accurate, and complete."

13 The Status Report shall be submitted within the first ninety (90) days following the calendar year
14 to which it relates.

15 **13. TERMINATION OF COMPLIANCE ASSURANCE PROGRAM**

16 Defendant's obligations to engage in a compliance program pursuant to Paragraph 4.4 of
17 this Final Judgment and Permanent Injunction shall terminate five (5) years after the Effective
18 Date of this Final Judgment, provided that Defendant first demonstrates that it paid all amounts
19 owed per Paragraph 5, above.

20 **14. CONTINUING JURISDICTION**

21 The Court shall retain continuing jurisdiction to enforce the injunctive terms of this
22 Final Judgment and to address any other matters arising out of or regarding this Final Judgment.

23 **15. ABILITY TO INSPECT AND COPY RECORDS AND DOCUMENTS**

24 Defendant shall permit any duly authorized representative of the People to inspect and
25 copy records and documents relevant to determine compliance with the terms of this Final
26 Judgment. This paragraph shall not limit the People's authority to access or obtain information,
27 records, and documents pursuant to any other statute or regulation.

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1 **16. PAYMENT OF LITIGATION EXPENSES AND FEES**

2 Except as provided in this Final Judgment, each party shall bear their own attorney fees,
3 expert witness fees and costs, or any other costs of litigation or investigation incurred to date in
4 connection with the Final Judgment.

5 Defendant shall make no request of the People to pay their attorney fees, expert witness
6 fees and costs, or any other costs of litigation or investigation incurred to date.

7 **17. COUNTERPART SIGNATURES**

8 The stipulation for entry of this Final Judgment may be executed by the Parties in
9 counterparts and on separate pages. For purposes of this Final Judgment, facsimile and
10 electronic signatures shall be deemed originals, and the parties agree to exchange original
11 signatures as promptly as possible.

12 **18. INCORPORATION OF EXHIBITS**

13 Exhibits “A” through “C” are incorporated herein by reference.

14 **19. MODIFICATION**

15 The injunctive provisions of this Final Judgment may be modified only on noticed
16 motion by one of the parties with approval of the Court, or upon written consent by all of the
17 Parties and the approval of the Court.

18 **20. TERMINATION OF INJUNCTION**

19 At any time after this Final Judgment has been in effect for five (5) years, and Defendant
20 has paid and expended all amounts required under the Final Judgment, Defendant may move to
21 terminate the injunctive provisions in Paragraphs 4.2 and 4.3 by noticed motion, pursuant to
22 Code of Civil Procedure section 533 and/or Civil Code section 3424, requesting that the Court
23 terminate the injunctive provisions. After this Final Judgment has been in effect for seven (7)
24 years, and Defendant has paid and expended all amounts required under the Final Judgment, the
25 injunctive provisions in Paragraphs 4.2 and 4.3 will terminate automatically.

26 **21. NOTICE**

27 Unless otherwise specified in this Final Judgment, all notices under this Final Judgment
28 shall be made in writing, by both email and mail, and sent to:

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For the People:

Celeste Kaisch
Deputy District Attorney
San Joaquin County District Attorney’s Office
222 E. Weber Ave., Room 202
Stockton, CA 95202
Email Address: Celeste.Kaisch@sjcda.org

Kevin Wong
Assistant District Attorney
San Francisco District Attorney’s Office
350 Rhode Island Street, Ste. 400N
San Francisco, CA 94103
Email Address: kevin.t.wong@sfgov.org

For Defendant:

John A. Poakeart
Associate General Counsel – EHS&S
Tesla, Inc.
1 Tesla Road
Austin, TX 78725
Email Address: jpoakeart@tesla.com

Margaret Rosegay
Partner
Pillsbury Winthrop Shaw Pittman LLP
Four Embarcadero Center, 22nd Floor
San Francisco, CA 94111
Email Address: margaret.rosegay@pillsburylaw.com

Any Party may change its notice name and address by informing the other Party in writing, but no change is effective until it is received. All notices and other communications required or permitted under this Final Judgment that are properly addressed as provided in this paragraph are effective upon delivery if delivered personally or by overnight mail, or are effective five (5) days following deposit in the United States mail, postage prepaid, if delivered by mail.

22. EFFECTIVE DATE OF FINAL JUDGMENT

This Final Judgment shall become effective upon entry and Notice of Entry of Judgment is waived.

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IT IS SO STIPULATED.

FOR THE PEOPLE:

RONALD J. FREITAS, District Attorney
County of San Joaquin, State of California

DATED: 1/30/2024

By: *Celeste Kaisch*
CELESTE KAISCH
Deputy District Attorney

PAMELA Y. PRICE, District Attorney
County of Alameda, State of California

DATED: _____

By: _____
CARLOS J.E. GUZMAN
Deputy District Attorney

MICHAEL L. RAMSEY, District Attorney
County of Butte, State of California

DATED: _____

By: _____
MICHAEL L. RAMSEY
District Attorney

DIANA BECTON, District Attorney
County of Contra Costa, State of California

DATED: _____

By: _____
STACEY N. GRASSINI
Senior Deputy District Attorney

LISA A. SMITTCAMP, District Attorney
County of Fresno, State of California

DATED: _____

By: _____
ADAM KOOK
Deputy District Attorney

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IT IS SO STIPULATED.

FOR THE PEOPLE:

RONALD J. FREITAS, District Attorney
County of San Joaquin, State of California

DATED: _____

By: _____
CELESTE KAISCH
Deputy District Attorney

PAMELA Y. PRICE, District Attorney
County of Alameda, State of California

DATED: December 19, 2023

By:  _____
CARLOS J. E. GUZMAN
Deputy District Attorney

MICHAEL L. RAMSEY, District Attorney
County of Butte, State of California

DATED: _____

By: _____
MICHAEL L. RAMSEY
District Attorney

DIANA BECTON, District Attorney
County of Contra Costa, State of California

DATED: _____

By: _____
STACEY N. GRASSINI
Senior Deputy District Attorney

LISA A. SMITTCAMP, District Attorney
County of Fresno, State of California

DATED: _____

By: _____
ADAM KOOK
Deputy District Attorney

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IT IS SO STIPULATED.

FOR THE PEOPLE:

RONALD J. FREITAS, District Attorney
County of San Joaquin, State of California

DATED: _____

By: _____
CELESTE KAISCH
Deputy District Attorney

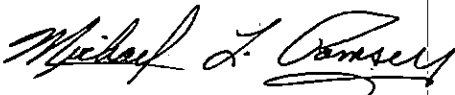
PAMELA Y. PRICE, District Attorney
County of Alameda, State of California

DATED: _____

By: _____
CARLOS J.E. GUZMAN
Deputy District Attorney

MICHAEL L. RAMSEY, District Attorney
County of Butte, State of California

DATED: December 22, 2023

By: 
MICHAEL L. RAMSEY
District Attorney

DIANA BECTON, District Attorney
County of Contra Costa, State of California

DATED _____

By: _____
STACEY N. GRASSINI
Senior Deputy District Attorney

LISA A. SMITTCAMP, District Attorney
County of Fresno, State of California

DATED: _____

By: _____
ADAM KOOK
Deputy District Attorney

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IT IS SO STIPULATED.

FOR THE PEOPLE:

RONALD J. FREITAS, District Attorney
County of San Joaquin, State of California

DATED: _____

By: _____
CELESTE KAISCH
Deputy District Attorney

PAMELA Y. PRICE, District Attorney
County of Alameda, State of California

DATED: _____

By: _____
CARLOS J.E. GUZMAN
Deputy District Attorney

MICHAEL L. RAMSEY, District Attorney
County of Butte, State of California

DATED: _____

By: _____
MICHAEL L. RAMSEY
District Attorney

DIANA BECTON, District Attorney
County of Contra Costa, State of California

DATED 12/13/23

By: Stacey N. Grassini
STACEY N. GRASSINI
Senior Deputy District Attorney

LISA A. SMITTCAMP, District Attorney
County of Fresno, State of California

DATED: _____

By: _____
ADAM KOOK
Deputy District Attorney

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IT IS SO STIPULATED.

FOR THE PEOPLE:

RONALD J. FREITAS, District Attorney
County of San Joaquin, State of California

DATED: _____

By: _____

CELESTE KAISCH
Deputy District Attorney

PAMELA Y. PRICE, District Attorney
County of Alameda, State of California

DATED: _____

By: _____

CARLOS J.E. GUZMAN
Deputy District Attorney

MICHAEL L. RAMSEY, District Attorney
County of Butte, State of California

DATED: _____

By: _____

MICHAEL L. RAMSEY
District Attorney

DIANA BECTON, District Attorney
County of Contra Costa, State of California

DATED _____

By: _____

STACEY N. GRASSINI
Senior Deputy District Attorney

LISA A. SMITTCAMP, District Attorney
County of Fresno, State of California

DATED: 12/21/23

By:  _____

ADAM KOOK
Deputy District Attorney

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CYNTHIA J. ZIMMER, District Attorney
County of Kern, State of California

DATED: 12-19-23

By: 
GREGORY J. KOHLER
Deputy District Attorney

GEORGE GASCÓN, District Attorney
County of Los Angeles, State of California

DATED: _____

By: _____
DANIEL J. WRIGHT
Deputy District Attorney

LORI E. FRUGOLI, District Attorney
County of Marin, State of California

DATED: _____

By: _____
ANDRES H. PEREZ
Deputy District Attorney

JEANNINE M. PACIONI, District Attorney
County of Monterey, State of California

DATED: _____

By: _____
EMILY HICKOK
Deputy District Attorney

TODD SPITZER, District Attorney
County of Orange, State of California

DATED: _____

By: _____
WILLIAM FALLON
Senior Deputy District Attorney

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CYNTHIA J. ZIMMER, District Attorney
County of Kern, State of California

DATED: _____

By: _____
GREGORY J. KOHLER
Deputy District Attorney

GEORGE GASCÓN, District Attorney
County of Los Angeles, State of California

DATED: 12/19/23

By: *Daniel J. Wright*
DANIEL J. WRIGHT
Deputy District Attorney

LORI E. FRUGOLI, District Attorney
County of Marin, State of California

DATED: _____

By: _____
ANDRES H. PEREZ
Deputy District Attorney

JEANNINE M. PACIONI, District Attorney
County of Monterey, State of California

DATED: _____

By: _____
EMILY HICKOK
Deputy District Attorney

TODD SPITZER, District Attorney
County of Orange, State of California

DATED: _____

By: _____
WILLIAM FALLON
Senior Deputy District Attorney

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CYNTHIA J. ZIMMER, District Attorney
County of Kern, State of California

DATED: _____ By: _____
GREGORY J. KOHLER
Deputy District Attorney

GEORGE GASCÓN, District Attorney
County of Los Angeles, State of California

DATED: _____ By: _____
DANIEL J. WRIGHT
Deputy District Attorney

LORI E. FRUGOLI, District Attorney
County of Marin, State of California

DATED: 12/12/23 _____ By: *Andres H. Perez* _____
ANDRES H. PEREZ
Deputy District Attorney

JEANNINE M. PACIONI, District Attorney
County of Monterey, State of California

DATED: _____ By: _____
EMILY HICKOK
Deputy District Attorney

TODD SPITZER, District Attorney
County of Orange, State of California

DATED: _____ By: _____
WILLIAM FALLON
Senior Deputy District Attorney

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CYNTHIA J. ZIMMER, District Attorney
County of Kern, State of California

DATED: _____

By: _____
GREGORY J. KOHLER
Deputy District Attorney

GEORGE GASCÓN, District Attorney
County of Los Angeles, State of California

DATED: _____

By: _____
DANIEL J. WRIGHT
Deputy District Attorney

LORI E. FRUGOLI, District Attorney
County of Marin, State of California

DATED: _____

By: _____
ANDRES H. PEREZ
Deputy District Attorney

JEANNINE M. PACIONI, District Attorney
County of Monterey, State of California

DATED: 12-8-2023

By: Emily Hickok
EMILY HICKOK
Deputy District Attorney

TODD SPITZER, District Attorney
County of Orange, State of California

DATED: _____

By: _____
WILLIAM FALLON
Senior Deputy District Attorney

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CYNTHIA J. ZIMMER, District Attorney
County of Kern, State of California

DATED: _____

By: _____
GREGORY J. KOHLER
Deputy District Attorney

GEORGE GASCÓN, District Attorney
County of Los Angeles, State of California

DATED: _____

By: _____
DANIEL J. WRIGHT
Deputy District Attorney

LORI E. FRUGOLI, District Attorney
County of Marin, State of California

DATED: _____

By: _____
ANDRES H. PEREZ
Deputy District Attorney


JEANNINE M. PACIONI, District Attorney
County of Monterey, State of California

DATED: _____

By: _____
EMILY HICKOK
Deputy District Attorney

TODD SPITZER, District Attorney
County of Orange, State of California

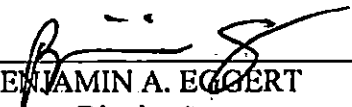
DATED: 12/19/23

By: 
WILLIAM FALLON
Senior Deputy District Attorney

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MORGAN GIRE, District Attorney
County of Placer, State of California

DATED: 12/19/23

By: 
BENJAMIN A. EGGERT
Deputy District Attorney

MICHAEL A. HESTRIN, District Attorney
County of Riverside, State of California

DATED: _____

By: _____
LAUREN R. MARTINEAU
Deputy District Attorney

THEIN HO, District Attorney
County of Sacramento, State of California

DATED: _____

By: _____
DOUGLAS WHALEY
Supervising Deputy District Attorney

JASON ANDERSON, District Attorney
County of San Bernardino, State of California

DATED: _____

By: _____
PAUL LEVERS
Deputy District Attorney

SUMMER STEPHAN, District Attorney
County of San Diego, State of California

DATED: _____

By: _____
MICHAEL McCANN
Deputy District Attorney

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MORGAN GIRE, District Attorney
County of Placer, State of California

DATED: _____

By: _____
BENJAMIN A. EGGERT
Deputy District Attorney

MICHAEL A. HESTRIN, District Attorney
County of Riverside, State of California

DATED: Dec. 11, 2023

By: 
LAUREN R. MARTINEAU
Deputy District Attorney

THEIN HO, District Attorney
County of Sacramento, State of California

DATED: _____

By: _____
DOUGLAS WHALEY
Supervising Deputy District Attorney

JASON ANDERSON, District Attorney
County of San Bernardino, State of California

DATED: _____

By: _____
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County of San Diego, State of California

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MICHAEL McCANN
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MORGAN GIRE, District Attorney
County of Placer, State of California

DATED: _____

By: _____
BENJAMIN A. EGGERT
Deputy District Attorney

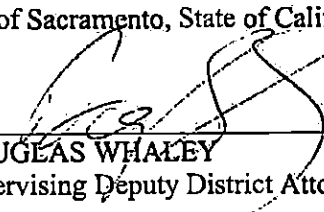
MICHAEL A. HESTRIN, District Attorney
County of Riverside, State of California

DATED: _____

By: _____
LAUREN R. MARTINEAU
Deputy District Attorney

THEIN HO, District Attorney
County of Sacramento, State of California

DATED: 12/28/23

By: 
DOUGLAS WHALEY
Supervising Deputy District Attorney

JASON ANDERSON, District Attorney
County of San Bernardino, State of California

DATED: _____

By: _____
PAUL LEVERS
Deputy District Attorney

SUMMER STEPHAN, District Attorney
County of San Diego, State of California

DATED: _____

By: _____
MICHAEL McCANN
Deputy District Attorney

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MORGAN GIRE, District Attorney
County of Placer, State of California

DATED: _____

By: _____
BENJAMIN A. EGGERT
Deputy District Attorney

MICHAEL A. HESTRIN, District Attorney
County of Riverside, State of California

DATED: _____

By: _____
LAUREN R. MARTINEAU
Deputy District Attorney

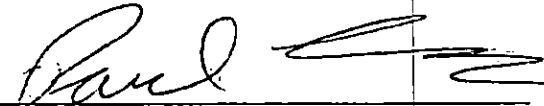
THEIN HO, District Attorney
County of Sacramento, State of California

DATED: _____

By: _____
DOUGLAS WHALEY
Supervising Deputy District Attorney

JASON ANDERSON, District Attorney
County of San Bernardino, State of California

DATED: 12-12-23

By: 
PAUL LEVERS
Deputy District Attorney

SUMMER STEPHAN, District Attorney
County of San Diego, State of California

DATED: _____

By: _____
MICHAEL McCANN
Deputy District Attorney

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MORGAN GIRE, District Attorney
County of Placer, State of California

DATED: _____

By: _____
BENJAMIN A. EGGERT
Deputy District Attorney

MICHAEL A. HESTRIN, District Attorney
County of Riverside, State of California

DATED: _____

By: _____
LAUREN R. MARTINEAU
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County of Sacramento, State of California

DATED: _____

By: _____
DOUGLAS WHALEY
Supervising Deputy District Attorney

JASON ANDERSON, District Attorney
County of San Bernardino, State of California

DATED: _____

By: _____
PAUL LEVERS
Deputy District Attorney

SUMMER STEPHAN, District Attorney
County of San Diego, State of California

DATED: 1/5/24

By: Michael McCann
MICHAEL McCANN
Deputy District Attorney

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BROOKE JENKINS, District Attorney
of San Francisco, State of California

DATED: 1/5/2024

By: /s/ Kevin Wong
KEVIN WONG
Assistant District Attorney

DAN DOW, District Attorney
County of San Luis Obispo, State of California

DATED: _____

By: _____
KENNETH J. JORGENSEN
Deputy District Attorney

STEPHEN M. WAGSTAFFE, District Attorney
County of San Mateo, State of California

DATED: _____

By: _____
KENNETH A. MIFSUD
Deputy District Attorney

JOHN SAVRNOCH District Attorney
County of Santa Barbara, State of California

DATED: _____

By: _____
CHRISTOPHER DALBEY
Deputy District Attorney

JEFFREY F. ROSEN, District Attorney
County of Santa Clara, State of California

DATED: _____

By: _____
BUD PORTER
Supervising Deputy District Attorney

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BROOKE JENKINS, District Attorney
of San Francisco, State of California

DATED: _____

By: _____
KEVIN WONG
Assistant District Attorney

DAN DOW, District Attorney
County of San Luis Obispo, State of California

DATED: 12/19/23

By: Kenneth J. Jorgensen
KENNETH J. JORGENSEN
Deputy District Attorney

STEPHEN M. WAGSTAFFE, District Attorney
County of San Mateo, State of California

DATED: _____

By: _____
KENNETH A. MIFSUD
Deputy District Attorney

JOHN SAVRNOCH District Attorney
County of Santa Barbara, State of California

DATED: _____

By: _____
CHRISTOPHER DALBEY
Deputy District Attorney

JEFFREY F. ROSEN, District Attorney
County of Santa Clara, State of California

DATED: _____

By: _____
BUD PORTER
Supervising Deputy District Attorney

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BROOKE JENKINS, District Attorney
of San Francisco, State of California

DATED: _____

By: _____
KEVIN WONG
Assistant District Attorney

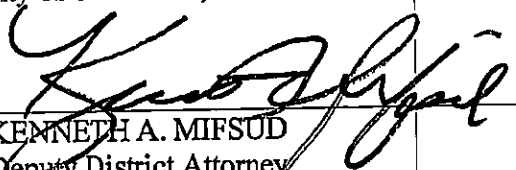
DAN DOW, District Attorney
County of San Luis Obispo, State of California

DATED: _____

By: _____
KENNETH J. JORGENSEN
Deputy District Attorney

STEPHEN M. WAGSTAFFE, District Attorney
County of San Mateo, State of California

DATED: 12-22-23

By: 
KENNETH A. MIFSUD
Deputy District Attorney

JOHN SAVRNOCH District Attorney
County of Santa Barbara, State of California

DATED: _____

By: _____
CHRISTOPHER DALBEY
Deputy District Attorney

JEFFREY F. ROSEN, District Attorney
County of Santa Clara, State of California

DATED: _____

By: _____
BUD PORTER
Supervising Deputy District Attorney

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BROOKE JENKINS, District Attorney
of San Francisco, State of California

DATED: _____

By: _____
KEVIN WONG
Assistant District Attorney

DAN DOW, District Attorney
County of San Luis Obispo, State of California

DATED: _____

By: _____
KENNETH J. JORGENSEN
Deputy District Attorney

STEPHEN M. WAGSTAFFE, District Attorney
County of San Mateo, State of California

DATED: _____

By: _____
KENNETH A. MIFSUD
Deputy District Attorney

JOHN SAVRNOCH District Attorney
County of Santa Barbara, State of California

Dec. 11, 2023

DATED: _____

By: 
CHRISTOPHER DALBEY
Deputy District Attorney

JEFFREY F. ROSEN, District Attorney
County of Santa Clara, State of California

DATED: _____

By: _____
BUD PORTER
Supervising Deputy District Attorney

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BROOKE JENKINS, District Attorney
of San Francisco, State of California

DATED: _____

By: _____
KEVIN WONG
Assistant District Attorney

DAN DOW, District Attorney
County of San Luis Obispo, State of California

DATED: _____

By: _____
KENNETH J. JORGENSEN
Deputy District Attorney

STEPHEN M. WAGSTAFFE, District Attorney
County of San Mateo, State of California

DATED: _____

By: _____
KENNETH A. MIFSUD
Deputy District Attorney

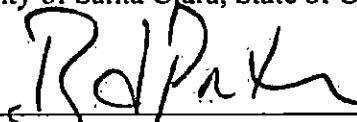
JOHN SAVRNOCH District Attorney
County of Santa Barbara, State of California

DATED: _____

By: _____
CHRISTOPHER DALBEY
Deputy District Attorney

JEFFREY F. ROSEN, District Attorney
County of Santa Clara, State of California

DATED: 12/11/23

By: 
BUD PORTER
Supervising Deputy District Attorney

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KRISHNA A. ABRAMS, District Attorney
County of Solano, State of California

DATED: 12/19/23

By: *Diane Newman*
DIANE NEWMAN
Deputy District Attorney

CARLA RODRIGUEZ, District Attorney
County of Sonoma, State of California

DATED: _____

By: _____
CAROLINE L. FOWLER
Deputy District Attorney

JEFF LAUGERO, District Attorney
County of Stanislaus, State of California

DATED: _____

By: _____
AMY NEUMANN
Deputy District Attorney

TIMOTHY B. WARD, District Attorney
County of Tulare, State of California

DATED: _____

By: _____
NADYA HANNAH
Deputy District Attorney

ERIK NASARENKO, District Attorney
County of Ventura, State of California

DATED: _____

By: _____
KAREN L. WOLD
Senior Deputy District Attorney

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KRISHNA A. ABRAMS, District Attorney
County of Solano, State of California

DATED: _____

By: _____
DIANE NEWMAN
Deputy District Attorney

CARLA RODRIGUEZ, District Attorney
County of Sonoma, State of California

DATED: 12/13/23

By: *Caroline L Fowler*
CAROLINE L. FOWLER
Deputy District Attorney

JEFF LAUGERO, District Attorney
County of Stanislaus, State of California

DATED: _____

By: _____
AMY NEUMANN
Deputy District Attorney

TIMOTHY B. WARD, District Attorney
County of Tulare, State of California

DATED: _____

By: _____
NADYA HANNAH
Deputy District Attorney

ERIK NASARENKO, District Attorney
County of Ventura, State of California

DATED: _____

By: _____
KAREN L. WOLD
Senior Deputy District Attorney

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KRISHNA A. ABRAMS, District Attorney
County of Solano, State of California

DATED: _____

By: _____
DIANE NEWMAN
Deputy District Attorney

CARLA RODRIGUEZ, District Attorney
County of Sonoma, State of California

DATED: _____

By: _____
CAROLINE L. FOWLER
Deputy District Attorney

JEFF LAUGERO, District Attorney
County of Stanislaus, State of California

DATED: 12/8/2023

By: 
AMY NEUMANN
Deputy District Attorney

TIMOTHY B. WARD, District Attorney
County of Tulare, State of California

DATED: _____

By: _____
NADYA HANNAH
Deputy District Attorney

ERIK NASARENKO, District Attorney
County of Ventura, State of California

DATED: _____

By: _____
KAREN L. WOLD
Senior Deputy District Attorney

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KRISHNA A. ABRAMS, District Attorney
County of Solano, State of California

DATED: _____

By: _____
DIANE NEWMAN
Deputy District Attorney

CARLA RODRIGUEZ, District Attorney
County of Sonoma, State of California

DATED: _____

By: _____
CAROLINE L. FOWLER
Deputy District Attorney

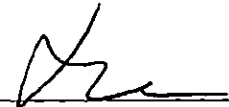
JEFF LAUGERO, District Attorney
County of Stanislaus, State of California

DATED: _____

By: _____
AMY NEUMANN
Deputy District Attorney

TIMOTHY B. WARD, District Attorney
County of Tulare, State of California

DATED: 12-21-23

By: 
NADYA HANNAH
Deputy District Attorney

ERIK NASARENKO, District Attorney
County of Ventura, State of California

DATED: _____

By: _____
KAREN L. WOLD
Senior Deputy District Attorney

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KRISHNA A. ABRAMS, District Attorney
County of Solano, State of California

DATED: _____

By: _____
DIANE NEWMAN
Deputy District Attorney

CARLA RODRIGUEZ, District Attorney
County of Sonoma, State of California

DATED: _____

By: _____
CAROLINE L. FOWLER
Deputy District Attorney

JEFF LAUGERO, District Attorney
County of Stanislaus, State of California

DATED: _____

By: _____
AMY NEUMANN
Deputy District Attorney

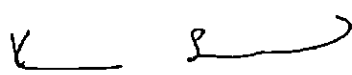
TIMOTHY B. WARD, District Attorney
County of Tulare, State of California

DATED: _____

By: _____
NADYA HANNAH
Deputy District Attorney

ERIK NASARENKO, District Attorney
County of Ventura, State of California


DATED: 12/19/2023

By: 
KAREN L. WOLD
Senior Deputy District Attorney

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FOR DEFENDANT:

DATED: 1/25/2024

By: 
LAURIE SHELBY
Vice President, Environmental Health &
Safety
TESLA, INC., a Delaware Corporation

REVIEWED AND APPROVED AS TO FORM AND CONTENT:

DATED: _____

By: _____
MARGARET ROSEGAY
Pillsbury Winthrop Shaw Pittman LLP

IT IS SO ORDERED.

DATED: _____

By: _____
JUDGE OF THE SUPERIOR COURT

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FOR DEFENDANT:

DATED: _____

By: _____

LAURIE SHELBY
Vice President, Environmental Health &
Safety
TESLA, INC., a Delaware Corporation

REVIEWED AND APPROVED AS TO FORM AND CONTENT:

DATED: Jan. 25, 2024

By: Margaret Rosegay

MARGARET ROSEGAY
Pillsbury Winthrop Shaw Pittman LLP

IT IS SO ORDERED.

DATED: 2/1/24

By: Jayne Lee

JUDGE OF THE SUPERIOR COURT

Jayne C. Lee

EXHIBIT A

Exhibit A - Tesla Covered Facilities

	Primary Function Category	Address Location	City	County	ZIP	Closure Date
1	SSD	901 Gilman St	Berkeley	Alameda	94710	
2	SSD	6701 Amador Plaza Road	Dublin	Alameda	94568	
3	Manufacturing	45500 Fremont Blvd	Fremont	Alameda	94538	
4	SSD	48370 Kato Rd	Fremont	Alameda	94538	
5	SSD	3777 Spinnaker Ct	Fremont	Alameda	94538	
6	Energy	22290 Hathaway Ave	Hayward	Alameda	94541	
7	SSD	349 Huss Drive	Chico	Butte	95928	
8	Energy	187 Arthur Rd	Martinez	Contra Costa	94553	
9	Energy	651 N. Armstrong Ave, Suite 108	Fresno	Fresno	93727	
10	SSD	2988 N. Burl Ave.	Fresno	Fresno	93727	
11	SSD	5206 Young St	Bakersfield	Kern	93311	
12	SSD	28721 Canwood Street Bldg A	Agoura Hills	Los Angeles	91301	
13	SSD	1200 W Main St	Alhambra	Los Angeles	91801	
14	Energy	3022 Kenwood St	Burbank	Los Angeles	91505	
15	SSD	811 South San Fernando Boulevard	Burbank	Los Angeles	91502	
16	Energy	21040 Nordhoff Street	Chatsworth	Los Angeles	91311	
17	Energy	4884 W. 145th Street	Hawthorne	Los Angeles	90250	
18	SSD	1800 E Spring St	Long Beach	Los Angeles	90755	
19	SSD	5840 W Centinela Avenue	Los Angeles	Los Angeles	90045	
20	SSD	11163 Santa Monica Boulevard	Los Angeles	Los Angeles	90025	
21	SSD	1100 Colorado Ave	Santa Monica	Los Angeles	90401	
22	SSD	14006 Riverside Dr. Space 78	Sherman Oaks	Los Angeles	91423	
23	SSD	2560 W. 237th St	Torrance	Los Angeles	90505	
24	SSD	3525 W Carson St. Space 419	Torrance	Los Angeles	90503	
25	SSD	6919-6921 Hayvenhurst Ave	Van Nuys	Los Angeles	91406	
26	SSD	6929 Hayvenhurst Ave	Van Nuys	Los Angeles	91406	
27	SSD	3880 Valley Blvd	Walnut	Los Angeles	91789	
28	SSD	1932 E Garvey Ave S	West Covina	Los Angeles	91791	
29	SSD	201 Casa Buena Dr	Corte Madera	Marin	94925	
30	SSD	454 Du Bois Street #460	San Rafael	Marin	94901	
31	SSD	1901 Del Monte Boulevard	Seaside	Monterey	93955	
32	SSD	41 COLUMBIA	Aliso Viejo	Orange	92656	
33	SSD	6692 Auto Center Drive	Buena Park	Orange	90621	
34	SSD	3020 Pullman Street	Costa Mesa	Orange	92626	
35	Energy	2102 Alton Pkwy	Irvine	Orange	92606	
36	SSD	2801 Barranca Pkwy	Irvine	Orange	92606	
37	SSD	25471 Arctic Ocean Dr	Lake Forest	Orange	92630	
38	SSD	26361 Via De Anza	San Juan Capistrano	Orange	92675	
39	SSD	3240 South Standard Ave	Santa Ana	Orange	92705	
40	SSD	1104 Tinker Rd	Rocklin	Placer	95765	
41	SSD	4361 Granite Dr	Rocklin	Placer	95677	
42	SSD	68080 Perez Road	Cathedral City	Riverside	92234	
43	Energy	1755 Iowa Avenue, Building B	Riverside	Riverside	92507	
44	SSD	7920 Lindbergh Drive	Riverside	Riverside	92508	
45	SSD	43191 Rancho Way	Temecula	Riverside	92590	
46	Energy	2709 Academy Way, Ste. 300	Sacramento	Sacramento	95815	
47	SSD	2535 Arden Way	Sacramento	Sacramento	95825	
48	SSD	8470 Belvedere Ave Suite B	Sacramento	Sacramento	95826	
49	Energy	19640 Cajon Blvd	San Bernardino	San Bernardino	92407	
50	SSD	1018 E 20th St	Upland	San Bernardino	91784	
51	Energy	18499 Phantom West, Suite 8	Victorville	San Bernardino	92394	
52	SSD	3248 Lionshead Avenue	Carlsbad	San Diego	92010	
53	Energy	8225 Mercury Court	San Diego	San Diego	92111	
54	SSD	5600 Kearny Mesa Road	San Diego	San Diego	92111	
55	SSD	9250 Trade Place	San Diego	San Diego	92126	
56	Energy	2370 Oak Ridge Way, Suite A	Vista	San Diego	92081	

Exhibit A - Tesla Covered Facilities

	Primary Function Category	Address Location	City	County	ZIP	Closure Date
57	SSD	999 Van Ness Avenue	San Francisco	San Francisco	94109	
58	SSD	500 East Louise Avenue	Lathrop	San Joaquin	95330	
59	Energy	2001 Arch Airport Road	Stockton	San Joaquin	95215	
60	SSD	3131 Auto Center Circle	Stockton	San Joaquin	95212	
61	SSD	50 Edwards Ct	Burlingame	San Mateo	94010	
62	SSD	1500 Collins Ave	Colma	San Mateo	94014	
63	Energy	391 Foster City Boulevard	Foster City	San Mateo	94404	
64	SSD	400 Hitchcock Way	Santa Barbara	Santa Barbara	93105	
65	Energy	1235 W McCoy Ln, Suite C	Santa Maria	Santa Barbara	93455	
66	SSD	500 Automall Dr	Gilroy	Santa Clara	95020	
67	SSD	4180 El Camino Real	Palo Alto	Santa Clara	94306	
68	SSD	1460 Mabury Road	San Jose	Santa Clara	95133	
69	SSD	2801 Northwestern Parkway	Santa Clara	Santa Clara	95051	
70	SSD	750 El Camino Real	Sunnyvale	Santa Clara	94087	
71	SSD	680 E El Camino Real	Sunnyvale	Santa Clara	94087	
72	SSD	1001 Admiral Callaghan Ln	Vallejo	Solano	94591	
73	Energy	1362 N. McDowell Blvd.	Petaluma	Sonoma	94954	
74	SSD	3286 Airway Drive	Santa Rosa	Sonoma	95403	
75	Energy	8900 W. Hurley Drive, Suite 105	Visalia	Tulare	93291	
76	SSD	311 E Daily Drive	Camarillo	Ventura	93010	
77	SSD	6701 Amador Plaza Road	Dublin	Alameda	94568	8/14/2020
78	Energy	41490 Boyce Rd	Fremont	Alameda	94538	7/31/2019
79	Energy	2354 Davis Ave Bldg 14	Hayward	Alameda	94545	8/5/2021
80	Energy	20939 Cabot Blvd.	Hayward	Alameda	94545	7/20/2021
81	Energy	1216 Stealth Street	Livermore	Alameda	94551	12/31/2023
82	Energy	5206 Young Street, Suite A	Bakersfield	Kern	93311	2/28/2019
83	Energy	14967 Salt Lake City Avenue	Industry	Los Angeles	91746	5/31/2020
84	Energy	5375 W San Fernando Road	Los Angeles	Los Angeles	90039	7/31/2021
85	SSD	3880 Valley Blvd	Pomona	Los Angeles	91789	5/31/2023
86	SSD	1616 Redwood Highway	Corte Madera	Marin	94925	1/31/2023
87	Energy	128 Carlos Drive, Suite H	San Rafael	Marin	94903	3/31/2020
88	Energy	24 and 26 Mark Drive	San Rafael	Marin	94903	9/30/2019
89	Energy	131/125/88 Mitchell	San Rafael	Marin	94903	8/31/2019
90	Energy	1520 Moffett Street	Salinas	Monterey	93905	3/31/2021
91	SSD	3140 Pullman St	Costa Mesa	Orange	92626	11/30/2021
92	Energy	43320 Business Park Drive, Suites B103-104	Temecula	Riverside	92590	12/15/2019
93	Energy	4621 E. Guasti Rd	Ontario	San Bernardino	91761	3/31/2021
94	SSD	10851 Edison Ct.	Rancho Cucamonga	San Bernardino	91730	11/11/2022
95	SSD	4665 North Avenue	Oceanside	San Diego	92056	10/31/2019
96	SSD	7007 Friars Road	San Diego	San Diego	92108	1/26/2022
97	SSD	5600 Kearny Mesa Rd	San Diego	San Diego	92111	9/30/2018
98	Energy	1237 Archer Street	San Luis Obispo	San Luis Obispo	93401	8/31/2019
99	Energy	2059 Monte Vista Avenue, Ste. C	Vacaville	Solano	95688	2/28/2021
100	Energy	821 Oates Court	Modesto	Stanislaus	95358	3/31/2020
101	SSD	3421 Galaxy Place	Oxnard	Ventura	93030	12/14/2021

EXHIBIT B

Exhibit B
DISTRICT ATTORNEY CIVIL PENALTIES

DISTRICT ATTORNEY'S OFFICE	CIVIL PENALTIES (PURSUANT TO BUSINESS & PROFESSIONS CODE §17206)
Alameda County District Attorney's Office	\$ 225,000.00
Butte County District Attorney's Office	\$ 10,000.00
Contra Costa County District Attorney's Office	\$ 10,000.00
Fresno County District Attorney's Office	\$ 10,000.00
Kern County District Attorney's Office	\$ 10,000.00
Los Angeles County District Attorney's Office	\$ 15,000.00
Marin County District Attorney's Office	\$ 10,000.00
Monterey County District Attorney's Office	\$ 100,000.00
Orange County District Attorney's Office	\$ 100,000.00
Placer County District Attorney's Office*	\$ 100,000.00
Riverside County District Attorney's Office**	\$ 100,000.00
Sacramento County District Attorney's Office***	\$ 10,000.00
San Bernardino County District Attorney's Office	\$ 10,000.00
San Diego County District Attorney's Office	\$ 100,000.00
San Francisco County District Attorney's Office	\$ 200,000.00
San Joaquin County District Attorney's Office****	\$ 200,000.00
San Luis Obispo County District Attorney's Office	\$ 10,000.00
San Mateo County District Attorney's Office	\$ 10,000.00
Santa Barbara County District Attorney's Office	\$ 10,000.00
Santa Clara County County District Attorney's Office	\$ 10,000.00
Solano County District Attorney's Office	\$ 10,000.00
Sonoma County District Attorney's Office	\$ 10,000.00
Stanislaus County District Attorney's Office	\$ 10,000.00
Tulare County District Attorney's Office	\$ 10,000.00
Ventura County District Attorney's Office	\$ 10,000.00
Total	\$ 1,300,000.00

Pursuant to Government Code section 26506, any civil penalties recovered in a civil action "brought jointly in the name of the People of the State of California by the Attorney General, one or more district attorneys, or by one or more city attorneys, or any combination thereof, shall be paid as approved by the court."

* PLACER: The money paid to the Placer District Attorney as costs and penalties, pursuant to this Stipulation, shall be for the sole and exclusive use of the District Attorney as reimbursement for costs and to augment the budget of the District Attorney's Office pertaining to the investigation and enforcement of consumer and environmental protection laws and in no manner shall supplant or cause any reduction of any portion of the District Attorney's budget.

Exhibit B
DISTRICT ATTORNEY CIVIL PENALTIES

**** RIVERSIDE:** "Defendant" shall pay \$100,000.00 to the Riverside County District Attorney's Office as civil penalties for violations of Business and Professions Code section 17200. Pursuant to Business and Professions Code section 17206(b), said sum will be paid in the form of a check made payable to the District Attorney, County of Riverside; sums to be distributed as follows: 100 percent will be deposited into the consumer protection prosecution account in the General Fund of Riverside County.

***** SACRAMENTO:** The money paid to the Sacramento District Attorney as costs, pursuant to this stipulation, shall be for the sole and exclusive use of the District Attorney as reimbursement for costs expended in the enforcement of the consumer protection and environmental laws and in no manner shall supplant or cause any reduction of any portion of the District Attorney's budget.

******SAN JOAQUIN:** Business and Professions Code section 17200 penalties shall be paid to the "Treasurer of San Joaquin County."

EXHIBIT C

Exhibit C
DISTRICT ATTORNEY COSTS

DISTRICT ATTORNEY'S OFFICE	COSTS
Alameda County District Attorney's Office	\$37,500.00
Monterey County District Attorney's Office	\$17,500.00
Orange County District Attorney's Office	\$17,500.00
Placer County District Attorney's Office*	\$17,500.00
Riverside County District Attorney's Office**	\$17,500.00
San Diego County District Attorney's Office	\$17,500.00
San Francisco County District Attorney's Office	\$37,500.00
San Joaquin County District Attorney's Office***	\$37,500.00
Total	\$200,000.00

* PLACER: The money paid to the Placer District Attorney as costs and penalties, pursuant to this Stipulation, shall be for the sole and exclusive use of the District Attorney as reimbursement for costs and to augment the budget of the District Attorney's Office pertaining to the investigation and enforcement of consumer and environmental protection laws and in no manner shall supplant or cause any reduction of any portion of the District Attorney's budget.

** RIVERSIDE: "Defendant" shall pay \$17,500.00 as costs to the Riverside County District Attorney's Office. Said sum will be paid in the form of a check made payable to the District Attorney, County of Riverside.

***SAN JOAQUIN: The money paid to the San Joaquin District Attorney as posts, pursuant to this stipulated judgment, shall be for the sole and exclusive use of the District Attorney as reimbursement for costs expended in the enforcement of the consumer protection and environmental laws and in no manner shall supplant or cause any reduction of any portion of the District Attorney's budget.