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4		SAN DIEGO SUPERIOR COURT
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8	SUPERIOR COU	RT OF CALIFORNIA
9	COUNTY (DF SAN DIEGO
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11	THE PEOPLE OF THE STATE OF CALIFORNIA,	Case No. 37-2017-00036155-CU-MC-CTL
12	Plaintiff,	STIPULATED FINAL JUDGMENT AND PERMANENT INJUNCTION
13	v.	UNLIMITED CIVIL CASE (Amount
15	WSC INVESTMENT PARTNERS LLC, a California limited liability company; SRM	demanded exceeds \$10,000)
16	INVESTMENTS LLC, a California limited liability company; and A-CAL	
17	CONSTRUCTION SERVICES, a sole proprietorship,	
18	Defendants.	
19	Defendants.	
20		
21	Plaintiff, the People of the State of Cali	fornia, appearing through its attorney, Mara W.
22	Elliot, San Diego City Attorney, by Cheryl Shi	tabata, Deputy City Attorney, and Defendants
23	WSC Investment Partners LLC, a Limited Liab	oility Company; SRM Investments LLC, a Limited
24	Liability Company; and A-CAL Construction	Services, a sole proprietorship (collectively
25	"Defendants"), through their counsel Environn	nental Law Group LLP, Varco & Rosenbaum, by
26	Suzanne R. Varco for WSC Investment Partner	rs LLC and SRM Investments LLC, and The Law
27	Office of Richard F. McEntyre, by Christopher	R. von der Lieth for A-CAL Construction
28	Services, having stipulated to the entry of this	Final Judgment and Permanent Injunction, all
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	STIPULATED FINAL JUDGME	VT AND PERMANENT INJUNCTION

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1	parties having waived the right to appeal, and good cause appearing hereby stipulate in	
2	compromise and settlement of this actions without trial or adjudication of any fact or law.	
. 3	IT IS ORDERED, ADJUDGED, AND DECREED that Plaintiff have judgment against	
4	Defendants as follows:	
5	JURISDICTION AND VENUE	
6	1. This action is brought under the laws of the State of California and this court has	
7	jurisdiction of the subject matter of this action and each of the parties hereto.	
8	APPLICATION OF FINAL JUDGMENT	
9	2. The injunctive provisions of this Final Judgment are applicable to WSC	
10	INVESTMENT PARTNERS LLC, SRM INVESTMENTS LLC, and A-CAL	
11	CONSTRUCTION SERVICES, herein after referred to collectively as "Defendants," and any	
	managers, members, owners, subsidiaries, divisions, agents, employees, representatives,	
13	successors, assignees, and all other persons acting by through, on behalf of, or in concert with	
14	said Defendants, with actual or constructive knowledge of this Stipulated Final Judgment and	
15	Permanent Injunction.	
16	6 INJUNCTION	
17	3. Defendants with actual or constructive knowledge of this Injunction, only in so	
18	far as they are doing business in the State of California, in the course of Defendant's WSC	
19	INVESTMENT PARTNERS LLC, SRM INVESTMENTS LLC, A-CAL CONSTRUCTION	
20	SERVICES, or any other affiliated individual or business, are, pursuant to Business and	
21	Professions Code section 17203 are hereby permanently enjoined from:	
22	A. Removing, treating, storing, or transporting or causing the removal, treatment,	
23	storage, or transportation of asbestos to an unauthorized location or unless	
24	properly licensed;	
25	B. Knowingly or negligently exposing any employee to asbestos.	
26	DISCLAIMER OF ADMISSIONS	
27	4. This Judgment was entered into as a result of a stipulation of the parties, without	
28	admission by the Defendants of any fact or law alleged in the Complaint.	
	2 STIPULATED FINAL JUDGMENT AND PERMANENT INJUNCTION	
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1	MONETARY RELIEF		
2	5.	Defendants WSC Investment Partners LLC and SRM Investments LLC shall pay	
3	a total settler	ment amount of FIFTEEN THOUSAND NINE HUNDRED NINETY-FOUR	
4	DOLLARS ((\$15,994). This amount is to be paid on the date of the execution of this Stipulated	
5	Final Judgm	ent and Permanent Injunction and in accordance with its terms for restitution, civil	
6	penalties, and	d costs. Said amount must be made by certified check or other guaranteed funds and	
7	shall be made as follows:		
8	A	. Eight hundred fifty two dollars (\$852) payable to "County of San Diego –	
9		Department of Environmental Health" with a reference to "DEH2016-HHIRT-	
· ··· · 10·		002363" as restitution associated with investigation and clean-up costs.	
11	В	. One hundred forty two dollars (\$142) payable to "County of San Diego – HIRT	
12	in and in the second	Trust Account" with a reference to "DEH2016-HHRT-002363" as restitution	
13	* -	associated with investigation and clean-up costs.	
14	C	E. Five thousand dollars (\$5,000) payable to "City Attorney of the City of San	
15		Diego" as costs associated with the investigation and prosecution of this matter.	
16	D	. Five thousand dollars (\$5,000) payable to "City Attorney of the City of San	
17		Diego" as a civil penalty pursuant to Business and Professions Code section	
18		17206.	
19	E	. Five thousand dollars (\$5,000) payable to "District Attorney of the County of San	
20		Diego" as a civil penalty pursuant to Business and Professions Code section	
21		17206.	
22	. 6.	Defendant A-CAL Construction Services shall pay to Plaintiff a total settlement	
23	amount of FI	FTEEN THOUSAND NINE HUNDRED NINETY-FOUR DOLLARS (\$15,994).	
. 24	Defendant A	-CAL Construction Services has the option to pay this amount in installments as	
25	outlined in th	nis Stipulated Final Judgment and Permanent Injunction and in accordance with its	
26	terms for res	titution, civil penalties, and costs. The first payment is due on the date of execution	
27	of this Stipul	ated Final Judgment and Permanent Injunction which is estimated to be	
28	approximate	ly October 1, 2017. Subsequent payments in an amount no less than TWO	
		STIPULATED FINAL JUDGMENT AND PERMANENT INJUNCTION	

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1	THOUSAND FIVE HUNDRED DOLLARS shall be made every first and fifteenth of the month
2	for approximately three consecutive months with a final payment date of December 15, 2017.
3	Said amounts must be made by certified check or other guaranteed funds and shall be made as
4	follows:
5	A. Eight hundred fifty two dollars (\$852) payable to "County of San Diego –
6	Department of Environmental Health" with a reference to "DEH2016-HHIRT-
7	002363" as restitution associated with investigation and clean-up costs. Due on
8	the date of execution, estimated to be October 1, 2017.
9	B. One hundred forty two dollars (\$142) payable to "County of San Diego – HIRT
10	Trust Account" with a reference to "DEH2016-HHIRT-002363" as restitution
11	associated with investigation and clean-up costs. Due on the date of execution,
12	estimated to be October 1, 2017
13	C. Five thousand dollars (\$5,000) payable to "City Attorney of the City of San
14	Diego" as costs associated with the investigation and prosecution of this matter.
15	To be made in two separate payments of \$2,500 each with the first to be due on
16	the date of execution, estimated to be October 1, 2017, and the second to be due
17	on October 15, 2017.
18	D. Five thousand dollars (\$5,000) payable to "City Attorney of the City of San
19	Diego" as a civil penalty pursuant to Business and Professions Code section
20	17206. To be made in four separate payments of \$1,250 each to be due on
21	November 1, 2017; November 15, 2017; December 1, 2017; and December 15,
22	2017.
23	E. Five thousand dollars (\$5,000) payable to "District Attorney of the County of San
24	Diego" as a civil penalty pursuant to Business and Professions Code section
25	17206. To be made in four separate payments of \$1,250 each to be due on
26	November 1, 2017; November 15, 2017; December 1, 2017; and
27	December 15, 2017.
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7. The total combined sum to be paid to Plaintiff is THIRTY-ONE THOUSAND
 NINE HUNDRED EIGHTY-EIGHT DOLLARS (\$31,988).

3 8. In the event that any payment is not made on time and in full, Plaintiff shall have 4 the immediate right, without further notice to any Defendant, to seek an amended judgment 5 herein in the sum of any remaining payments owed by Defendants by presenting a declaration to 6 the court detailing all payments made previously by Defendants and stating the total of all 7 remaining payments then owing. The amended judgment shall incorporate all terms and - 8 conditions hereinabove and shall also award Plaintiff a money judgment for the total sum 9 outlined above for that specific Defendant, less any payments made by Defendants through the 10 date of any amended judgment.

9. Except as otherwise provided for in this Stipulated Final Judgment and Permanent
 Injunction; the parties shall bear their own fees and costs associated with this matter.

13 10. Defendants shall deliver all checks to the City Attorney's Office for the City of
14 San Diego, Attention: Cheryl Shitabata, Deputy City Attorney, 1200 Third Avenue, Suite 700,
15 San Diego, California 92101.

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RETENTION OF JURISDICTION

17 11. Jurisdiction shall be retained by the Court for the purpose of enabling any party to
18 this Stipulated Final Judgment and Permanent Injunction to apply to the court at any time for
19 such further orders and direction as may be necessary and appropriate for the construction or
20 carrying out of this Stipulated Final Judgment and Permanent Injunction; for the modification or
21 termination of any of its injunctive provisions; and for the enforcement of compliance with, and
22 punishment of violations of this Stipulated Final Judgment and Permanent Injunction.

23 12. The parties waive the right to appeal this Stipulated Final Judgment and
24 Permanent Injunction as to form and content.

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SEVERABILITY

13. In the event any provision of this Stipulated Final Judgment is held void or
unenforceable for any reason, it shall in no way affect the enforceability of the remaining
provisions.

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1	ENTRY OF FINAL JUDGMENT
2	14. The clerk is directed to immediately enter this Stipulated Final Judgment and
3	Permanent Injunction.
4	IT IS SO ORDERED.
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6	Dated: 10.5.17 Republic And
7	JUDGE OF THE SUPERIOR COURT Kenneth J. Medel
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