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		EILED	
1	BILL LOCKYER	SUPERIO COMO CONTRA	
2	Attorney General THOMAS GREENE	1005 × 2005	
3	Chief Assistant Attorney General THEODORA BERGER	JOHN MENDES EXECUTIVE OFFICER & CLERK	
4	Senior Assistant Attorney General EDWARD G. WEIL (SBN 88302)	By D. WARE, CLERK	
5	Supervising Deputy Attorney General HARRISON M. POLLAK (SBN 200879)		
6	1515 Clay Street, Suite 2000 P.O. Box 70550		
. 7	Oakland, CA 94612-0550 Telephone: (510) 622-2189		
	Facsimile: (510) 622-2270		
8	Attorneys for People of the State of California		
9	SUPERIOR COURT OF	CALIFORNIA	
10	COUNTY OF PLACER		
11	i doute ner te dour ree industri i o		
12	PEOPLE OF THE STATE OF CALIFORNIA, ex	No. SCV 17220	
13	rel. BILL LOCKYER, Attorney General,	STIPULATED CONSENT	
14	Plaintiffs,	JUDGMENT	
15		C 1. (F'1 1 1 1 10 2004	
16	v.	Complaint Filed: June 10, 2004	
17	CALIFORNIA COMMUNITY HEALTH ADVOCATES, INC., LORELL LONG, ETHAN		
18	LONG, PAULINE WALES, and DOES 1 through 50 inclusive,	8	
19	Defendants.		
20	Plaintiffs People of the State of California, ex	rel. Bill Lockyer, Attorney General	
21	("People"), and defendants Lorell Long, California Community Health Advocates, Inc.		
22	("CCHA"), and Pauline Wales (collectively, "Defendants"), hereby stipulate as follows:		
23	1. INTRODUCTION		
24	1.1. On June 10, 2004, the People filed a cor	nplaint against Defendants and Ethan Long	
25	for civil penalties and injunctive relief for violations of the Unfair Competition Law, the		
26	Corporations Code, and the Government Code, and for fraud, conversion, and breach of fiduciary		
27	duties, arising from the Defendants' activities in bringing civil actions under Proposition 65 and		
28	the subsequent management and disposition of some	of the funds acquired in settlements of those	
	Consent Judgment	· · · · · · · · · · · · · · · · · · ·	
	a surger of the Britan of		

1 cases ("Complaint").

2 1.2. On February 8, 2005, the Placer County Superior Court entered dismissal of
3 defendant Ethan Long, pursuant to the Plaintiffs' Request for Dismissal. Ethan Long no longer is
4 a party to this litigation, and he is not a party to this Consent Judgment.

1.3. On March 22, 2005, counsel for the People informed defendant Lorell Long that a 5 6 criminal investigation is underway concerning her conduct while running CCHA and her conduct during the Attorney General's civil investigation. The existence of the criminal investigation has 7 8 played no role in the Attorney General's prosecution of this civil action, in the negotiations 9 leading to this Consent Judgment, or in entry of the Consent Judgment. The Attorney General has not expressly stated, or implied, that entry of this Consent Judgment will influence a decision 10 by the Attorney General, or other public prosecutor, whether to investigate or to prosecute 11 12 alleged criminal violations that Lorell Long or any other individual may have committed.

1.4. Defendants are aware of the potential conflict of interest that their joint
representation by single counsel represents. Defendants independently have determined that their
counsel has been no less zealous or eager on their behalf due to the potential conflict. Further,
the potential conflict has had no material effect on each defendant's decision to enter into this
Consent Judgment. The defendants therefore consent to the potential conflict, and waive any
claim, now and in the future, that a conflict of interest by counsel affects the validity or the
enforceability of this Consent Judgment or their obligations under it.

1.5. For purposes of this Consent Judgment only, the parties stipulate that this Court has
jurisdiction over the allegations of violations contained in the People's Complaint and personal
jurisdiction over Defendants as to the acts alleged in the People's Complaint, that venue is proper
in the County of Placer, and that this Court has jurisdiction to enter this Consent Judgment as a
full and final resolution of all civil claims that were or could have been raised in the Complaint
based on the facts alleged therein.

1.6. The People and Defendants enter into this Consent Judgment as a full and final
settlement of all civil claims that were raised in the Complaint, or that could have been raised in
the Complaint, arising out of the facts or conduct alleged therein. Nothing in this Consent

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Judgment shall prejudice, waive or impair any right, remedy, or defense the People and the
 Defendants may have in any other or in future legal proceedings unrelated to these proceedings.
 However, this paragraph shall not diminish or otherwise affect the obligations, responsibilities,
 and duties of the parties under this Consent Judgment.

# 5 2. AMOUNT OF JUDGMENT

2.1. This judgment is in the amount of \$438,000, of which \$22,000 is for penalties (Bus.
7 & Prof. Code, § 17206), \$30,000 is for attorneys' fees and costs (Gov. Code, §12598; Code Civ.
8 Proc., § 1021.8), and \$386,000 is for restitution (Bus. & Prof. Code, § 17203).

9 2.2. Payments shall be made as provided in sections 3 and 4 of this Consent Judgment.
10 3. PAULINE WALES

3.1. In August 2005, defendant Pauline Wales executed a declaration in which she states,
under penalty of perjury, that she never has been a member of the Board of Directors of CCHA
or participated in any way in the management of CCHA. She further states that she has received
funds and benefits from CCHA in the amount of \$5,000, which she has agreed to return. A true
and correct copy of Ms. Wales' declaration is attached as Exhibit A to this Consent Judgment.

3.2. Pauline Wales shall reimburse CCHA in the amount of \$5,000 for the funds and
other benefits that she has received from CCHA, by making payments directly to the Attorney
General on behalf of CCHA. The Attorney General shall credit them against the full amount
owed by CCHA under Section 4.1.

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3.3. Payments by Pauline Wales shall be made as follows:

3.3.1. Payments of at least \$1,000 each shall be made to the Attorney General on
the first day of the month, beginning in the month following entry of the Consent Judgment, until
such time as\$5,000 has been paid.

3.3.2. If Pauline Wales does not make one or more payments pursuant to the
schedule in Section 4.2.1, Plaintiffs' counsel shall send notice by certified mail to Pauline Wales
stating that a payment was not received. If Pauline Wales contacts the Attorney General within
ten days after receiving such notice, then she shall have thirty days after receiving notice to cure
the nonpayment. If Pauline Wales does not contact the Attorney General within ten days, or if

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she does not cure nonpayment within thirty days, then Pauline Wales shall be liable to the People
 in the amount of \$5,000 less any previous payments she has made pursuant to this Consent
 Judgment, and execution of this Consent Judgment in that amount may be levied immediately.

# 4. LORELL LONG AND CCHA

4

4.1. Lorrel Long and CCHA (collectively, "Long Defendants") hereby agree that they are
jointly and severally liable to the People in the amount of \$438,000, of which \$22,000 is for
penalties (Bus. & Prof. Code, § 17206), \$30,000 is for attorneys' fees and costs (Gov. Code,
§12598; Code Civ. Proc., § 1021.8), and \$386,000 is for restitution (Bus. & Prof. Code, §
17203).

4.2. Notwithstanding any other provision of this Consent Judgment, and not including
payments that Pauline Wales makes, if the Long Defendants timely comply with the payment
schedule set forth below, then the Attorney General will forgive the balance of what they owe.

4.2.1. The Long Defendants agree to pay \$30,000 to the Attorney General,
beginning with a minimum \$500 payment on the first day of the month following entry of the
Consent Judgment, and continuing with minimum \$500 payments on the first day of each month
thereafter until such time as the Long Defendants have paid \$30,000.

17 4.2.2. If the Long Defendants do not make one or more payments pursuant to the 18 schedule in Section 4.2.1, Plaintiffs' counsel shall send notice by certified mail to Lorell Long 19 stating that a payment was not received. If any of the Long Defendants contacts the Attorney 20 General within ten days after receiving such notice, then the Long Defendants shall have thirty 21 days after receiving notice to cure the nonpayment. If no Long Defendant contacts the Attorney 22 General within ten days, or if the Long Defendants do not cure nonpayment within thirty days, then execution of this Consent Judgment in the amount of \$438,000, less any previous payments 23 24 by Pauline Wales and the Long Defendants pursuant to this Consent Judgment, may be levied immediately. 25

4.2.3. Nothing herein constitutes a waiver by the People of any rights under this
Consent Judgment prior to timely completion of the payments.

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### 1 5. INJUNCTIVE RELIEF

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### 5.1. Air Monitoring Equipment.

3 5.1.1. The Long Defendants purchased the air monitoring equipment identified in Exhibit B ("Monitoring Equipment") with funds that CCHA held in trust for the purpose of 4 advancing CCHA's environmental activities, programs, and Proposition 65 enforcement actions 5 ("CCHA's Charitable Purposes"). CCHA no longer uses the Monitoring Equipment. Therefore, 6 7 it will donate the equipment to the United States Environmental Protection Agency's ("USEPA") 8 Office of International Affairs, which, in turn, will donate it to a developing country as part of its efforts to expand public awareness and understanding that air pollution is a worldwide program. 9 10 A statement from the USEPA consultant that administers the program, indicating that the 11 Monitoring Equipment will be very helpful in the ongoing efforts to assist developing countries 12 develop air monitoring capabilities, is attached as Exhibit C of this Consent Judgment.

13 5.1.2. Within 14 days after entry of this Consent Judgment, the Long Defendants 14 shall arrange to have the Monitoring Equipment delivered to the Sacramento County Metropolitan Air Quality Management District, to the attention of Connie Oslon, at 777 - 12th 15 16 Street, 3rd Floor, Sacramento, California, 95814 (tel: 916-874-4826), or to another location within Sacramento County that Ms. Oslon specifies. Actual delivery of the Monitoring 17 18 Equipment shall occur no more than 30 days after entry of this Consent Judgment without prior 19 written approval of the Attorney General or of the Court. Defendants shall be responsible for any 20 delivery and/or insurance costs to ensure that the equipment is delivered in good, operating condition. 21

5.1.3. Within ten days after the Monitoring Equipment has been delivered, the
Long Defendants shall serve and file a written report that specifies the equipment delivered, the
time, place, and method of delivery, and who received it.

5.1.4. The Long Defendants shall not claim any federal or state tax benefit for
donation of the Monitoring Equipment.

27 5.2. <u>Music Equipment.</u>

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5.2.1. The People contend that the Long Defendants purchased the music

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equipment identified in Exhibit D ("Music Equipment") with funds that CCHA held in trust for
 the purpose of advancing CCHA's Charitable Purposes. The People further contend that the
 Long Defendants purchased the Music Equipment for their own personal, private benefit, and not
 to advance CCHA's Charitable Purposes.

5 5.2.2. While selling the Music Equipment will generate some proceeds that could 6 be applied to CCHA's Charitable Purposes, or to a different environmental purpose, its value 7 will severely diminish if it is sold and a commission is paid to the seller. The parties to this 8 agreement believe that the highest charitable value will be to donate the Music Equipment to a 9 school that will use it for educational purposes, rather than to sell it and risk losing all or most of 10 its value.

5.2.3. The Parties have selected the East Oakland School of the Arts ("EOSA"), 11 12 in the Oakland Unified School District, to receive the Music Equipment. EOSA is a public school that is dedicated to providing an environment that enables the development of the artistic 13 and academic potential of each student. In May 2005, a fire destroyed EOSA's building and 14 musical equipment. Damage to the building alone has been assessed at \$2 million. In response 15 to an inquiry from the Attorney General's office, on July 8, 2005, the Principal and the Music 16 17 Department Head of EOSA wrote that CCHA's Music Equipment would be a "God-send and would certainly be put to good use." A true and correct copy of that letter is attached as Exhibit 18 E to this Consent Judgment. 19

5.2.4. Accordingly, within 14 days after entry of this Consent Judgment, the Long 20 21 Defendants shall arrange to have the Music Equipment delivered to OESA, to the attention of 22 Vallie Towns, 8601 MacArthur Blvd., Oakland, California, 94605 (tel: 510-879-3010), or to 23 another location within Alameda County that Ms. Towns specifies. Actual delivery of the Music Equipment shall occur no more than 30 days after entry of this Consent Judgment without prior 24 written approval of the Attorney General or of the Court. Defendants shall be responsible for any 25 delivery and/or insurance costs to ensure that the equipment is delivered in good, operating 26 27 condition.

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5.2.5. Within ten days after the Music Equipment has been delivered, the Long
 Defendants shall serve and file a written report that specifies the equipment delivered, the time,
 place, and method of delivery, and who received it.

5.2.6. The Long Defendants shall not claim any federal or state tax benefit for
donation of the Music Equipment.

5.3. <u>Restriction on Serving as Director or Officer</u>. Lorell Long shall not serve as a
director or officer or in a fiduciary capacity to a non-profit corporation that resides or operates in
the State of California prior to January 1, 2010, or have authority to sign checks for such
corporation during that period.

5.4. <u>Restriction on Transaction of Business by CCHA</u>. At no time shall any Defendant
transact business in the name of CCHA or represent in any way that CCHA continues to operate
as a corporation.

13 6. PAYMENTS

6.1. Payments made pursuant to this Consent Judgment shall be made by mailing money
orders or cashier's checks, payable to "Office of the Attorney General of the State of California,"
to Harrison M. Pollak, Deputy Attorney General, 1515 Clay Street, 20th Floor, PO. Box 70550,
Oakland, CA, 94612. Payments shall be allocated as follows, and in the following order,
recognizing that if the CCHA Defendants comply with the payments schedule in Section 4.2.1,
then there shall be no payments beyond the first \$35,000:

20 6.1.1. The first \$5,000 shall be allocated as a penalty pursuant to Business and
21 Professions Code section 17206.

6.1.2. The next \$30,000 shall be allocated to the Office of the Attorney General
as reimbursement for costs and fees, pursuant to Government Code sections 12598 and Code of
Civil Procedure section 1021.8.

6.1.3. The next \$17,000 shall be allocated as a penalty pursuant to Business and
Professions Code section 17206; and

6.1.4. The next \$386,000 shall be treated as restitution pursuant to Business and
Professions Code section 17203, and forwarded by the Attorney General to the Public Health

Institute to promote environmental activities and programs that address issues related to air
 pollution.

### 3 7. MODIFICATION OF CONSENT JUDGMENT

7.1. This Consent Judgment may be modified by written agreement of the Attorney
General, Lorell Long, and Pauline Wales, after noticed motion, and upon entry of a modified
consent judgment by the court thereon, or upon motion of the Attorney General or Defendants as
provided by law and upon entry of a modified consent judgment by the court.

8 8. ENFORCEMENT

8.1. The People may, by motion or application for an order to show cause before this 9 Court, enforce the terms and conditions contained in this Consent Judgment. In any such 10 proceeding, the People may seek whatever fines, costs, penalties, or remedies are provided by 11 law for failure to comply with the Consent Judgment and where said violations of this Consent 12 Judgment constitute subsequent violations of laws independent of the Consent Judgment and/or 13 14 those alleged in the Complaint, the People are not limited to enforcement of the Consent Judgment, but may seek in another action, whatever fines, costs, penalties, or remedies are 15 provided for by law for failure to comply with applicable laws. In any action brought by the 16 17 People alleging subsequent violations of other laws, Defendants may assert any and all defenses that are available. 18

19 9. WAIVER

9.1. Any failure to exercise, or delay in exercising, any right, power or privilege under
this Consent Judgment shall not in any circumstances operate as a waiver of a right, power, or
privilege, nor shall any single or partial exercise of any right, power or privilege preclude any
other exercise thereof or the exercise of any other right, power or privilege under this Consent
Judgment.

9.2. Any waiver of a breach of any of the terms of this Consent Judgment, or of any
default or partial default, shall not be deemed a waiver of any subsequent breach, default, or
partial default.

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### 1 10. AUTHORITY TO STIPULATE TO CONSENT JUDGMENT

10.1. Each signatory to this Consent Judgment certifies that he or she is fully authorized
by the party he or she represents to stipulate to this Consent Judgment and to enter into and
execute the Consent Judgment on behalf of the party represented and legally to bind that party. **11. CLAIMS COVERED**

11.1. This Consent Judgment is a full, final, and binding resolution between the People 6 7 and Defendants, of any civil violation of the Corporations Code, Business & Professions Code sections 17200 et seq., or any other statutory or common law civil claims that have been or could 8 9 have been asserted in the complaint against Defendants based on the facts alleged in the Complaint. This Consent Judgment does not constitute admission of, or release from liability for, 10 Penal Code violations, if any, based upon the facts alleged in the Complaint, Defendants' 11 conduct during the Attorney General's investigation prior to filing the Complaint, or Defendants' 12 13 conduct after the Complaint was filed.

14 11.2. Defendants do not admit any violations of any law or any of the allegations of the
15 complaint. Defendants agree, however, (a) not to object if, in any future non-criminal proceeding
16 in a federal or state court, the People allege that the relief and remedies specified herein
17 constitute a penalty and/or a debt for money obtained by false pretenses, a false representation, or
18 actual fraud other than a statement respecting a defendant's financial condition, and (b) not to
19 deny any such allegations.

20 || 12. RETENTION OF JURISDICTION

21 12.1. This Court shall retain jurisdiction of this matter to implement the Consent22 Judgment.

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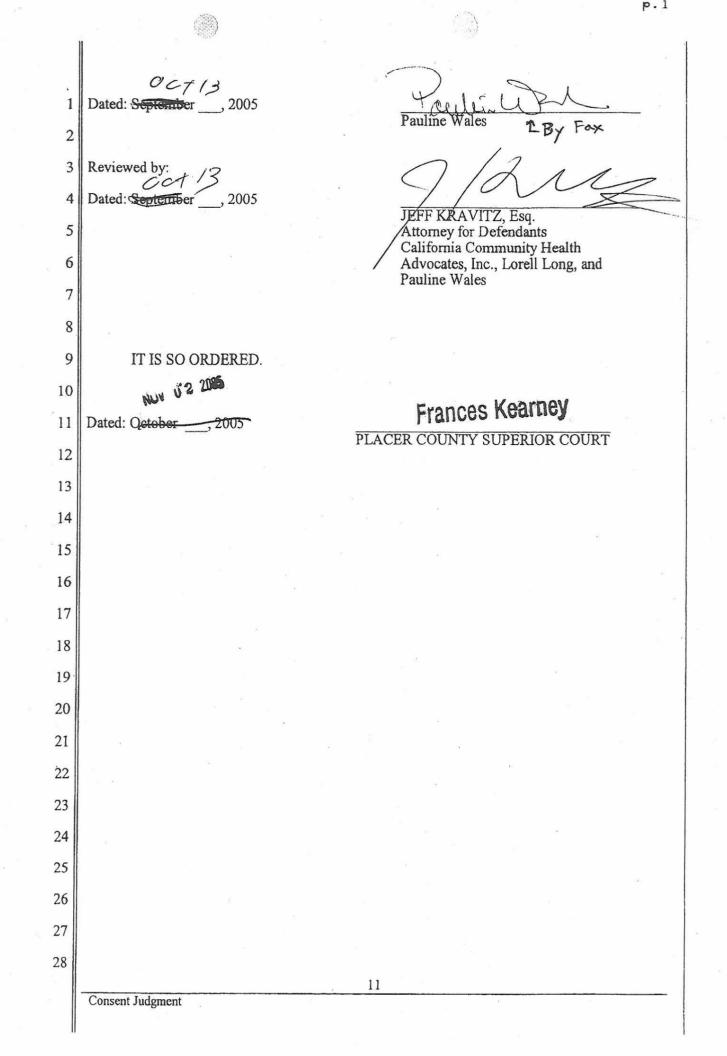
### **13. PROVISION OF NOTICE**

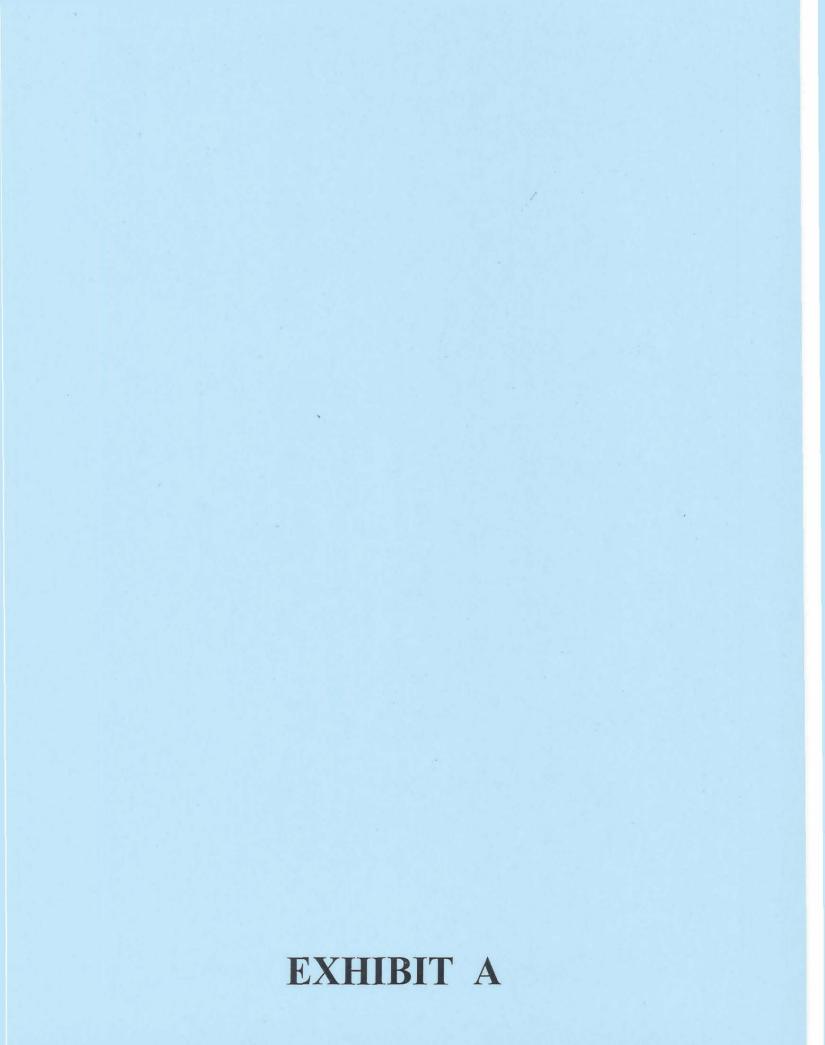
13.1. When any party is entitled to receive any notice under this Consent Judgment, the
notice shall be sent by certified mail, return receipt requested, or by overnight courier service, to
the persons and addresses set forth in this Paragraph. Any party may modify the person and
address to whom the notice is to be sent by sending each other party notice by certified mail,
return receipt requested. Said change shall take effect for any notice mailed at least five days

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	1	after the date the return receipt is signed by the party receiving the change.
	2	13.2. Notices shall be sent to the following when required:
	3	For the Attorney General:
	4	Harrison M. Pollak, Deputy Attorney General
	5	1515 Clay St., 20 <sup>th</sup> Flr. P.O. Box 70550 Coldard, CA 04612
	6	Oakland, CA 94612 Telephone: (510) 622-2149 Factorial (510) 622-2270
	7	Facsimile: (510) 622-2270
	8	For the Defendants:
a.	9	Lorell Long 7993 Rock Springs Road Penryn, CA 95663
	10	Pauline Wales
	11	7993 Rock Springs Road Penryn, CA 95663
	12	Jeffrey S. Kravitz, Esq.
	13	2310 J Street, Ste. A Sacramento, CA 95816
	14	Sublandino, CA 95010
	15	14. COURT APPROVAL
	16	14.1. This Consent Judgment shall be submitted to the Court for approval. If the Court
	17	does not approved this Consent Judgment, it shall be of no force or effect.
	18	15. EXECUTION IN COUNTERPARTS
*	19	15.1. The stipulations to this Consent Judgment may be executed in counterparts and by
*	20	means of facsimile, which taken together shall be deemed to constitute one document.
	21	
	22	IT IS SO STIPULATED.
	23	Dated: September 20, 2005
	24	HARRISON POLLAK, Esq. Attorney for Plaintiffs
	25	People of the State of California
	26	Dated: September <u>12</u> , 2005
	27	Loren Long
	28	[Signatures continued on next page]
		Consent Judgment 10

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# 1 I, PAULINE WALES, declare:

a I am a defendant in *People v. California Community Health Advocates et al.*,
Placer County Superior Court, No. 3CV17220 (*People v. CCHA*). I have read the complaint and
I am familiar with its allegations. I am represented by counsel. I have personal knowledge of
each matter stated herein. If called and sworn as a witness, I could and would testify to such.

b My father, Richard Wales, is married to Lorell Long, another named defendant in *People v. CCHA.* I have known Ms. Long for more than ten years. I never have lived in the
same house as Ms. Long, and we rarely see each other or speak to each other. With one
exception, when I lived with my mother for less than a year, I have not lived in the Sacramento
area more than ten years. Presently, I live in Daily City, California.

c I knew that Lorell Long was involved in an organization called California
Community Health Advocates ("CCHA"), but prior to reading the complaint in *People v. CCHA*,
I knew little about the organization and her role in it.

14 d I never have been a member of the Board of Directors of CCHA. I never have
15 knowingly served as secretary for CCHA. I never have voted or participated in a board meeting
16 of CCHA, in person or over the telephone. I never have managed the affairs of CCHA. I never
17 have knowingly exercised any oversight or supervision of CCHA. I never have authorized
18 anybody to take any action, or to enter into any transaction, on behalf of CCHA. I never have
19 acted in an advisory capacity to CCHA or to its officers with respect to CCHA.

e I have had no involvement in, or knowledge of, the financial affairs of CCHA. I
never have authorized anybody to spend funds belonging to CCHA, or discussed with anybody
how CCHA's funds should or should not be spent. I have not written any checks from CCHA's
bank account or accounts, and I have not authorized anybody to do so. I never have deposited or
withdrawn funds in a bank account belonging to CCHA.

25 f I never have reviewed any of CCHA's records. I never have discussed with26 anybody what records CCHA should keep, or how they should be kept.

g I never have participated in any discussion of, or decision about, whether to file
the lawsuits identified in paragraph 34 of the *People v. CCHA* complaint, or how to litigate

and/or resolve them. I never have seen, discussed, or approved any of the settlements in those
 lawsuits. I never have represented to anybody, or authorized anybody to represent on behalf of
 CCHA, that moneys CCHA recovered through the Proposition 65 settlements would be used for
 CCHA's environmental activities, or that CCHA would make donations to environmental
 organizations from moneys that it recovered through the Proposition 65 settlements.

6 h I have met Ms. Long's son, Ethan Long, on one or two occasions only. I never
7 have spoken to him on the telephone or participated in a conference call with him. I never have
8 discussed CCHA with Ethan Long.

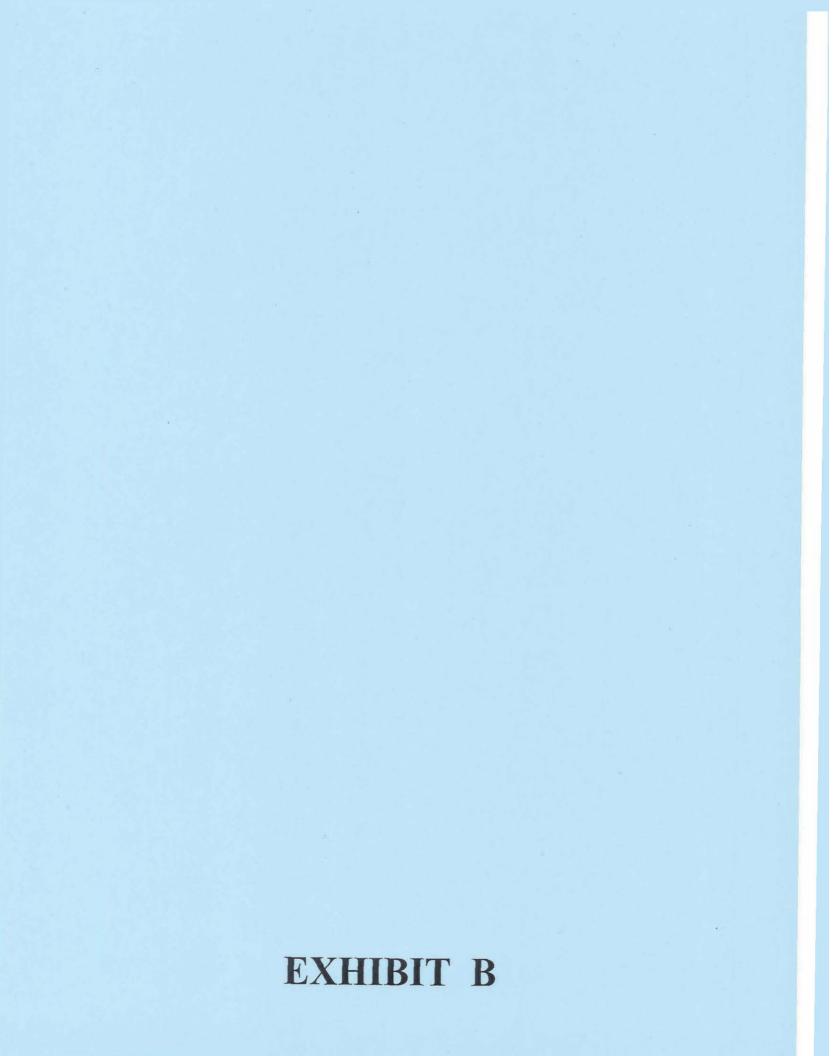
9 i I never have participated in a conference call with Lorell Long, Ethan Long, and10 Don May.

j Over the past five years, I have received benefits from Lorell Long worth at least
\$5,000. The benefits include checks made out to me, and payments toward my college loans.
Recently I learned that Ms. Long used funds belonging to CCHA to make these payments. I did
not work for CCHA, or provide any other benefit to CCHA, in exchange for the payments.
Therefore, I will reimburse CCHA in the amount of \$5,000 for the benefits that I received.

k. Except as provided in the previous paragraph, neither I, nor anybody on my behalf, has ever received a salary, compensation, or other personal benefit from CCHA.

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed in <u>Fremont</u>, California, on  $\frac{Sop}{21}$ , 2005.

Pauline Wales



1	EXHIBIT B
2	Air Monitoring Equipment
3	• Logging pyro perchloroethylene detector, with custom designed and built enclosure
4	<ul> <li>2 calibrate particulate air monitoring pumps, with accessories</li> <li>Pump calibrator</li> </ul>
5	<ul> <li>Logging pyro perchloroethylene detector, with custom designed and built enclosure</li> <li>2 calibrate particulate air monitoring pumps, with accessories</li> <li>Pump calibrator</li> <li>Logging telemetering met station, with software and accessories</li> <li>Computer and printer</li> </ul>
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# EXHIBIT C

From:<BOslund@aol.com>To:<harrison.pollak@doj.ca.gov>Date:7/8/2005 12:11:15 AMSubject:Donating Used Air Monitoring Equipment

### Dear Mr. Pollak:

The equipment you outlined in your e-mail of July 6, 2005, would be very useful in our on-going efforts to assist Third World countries in developing air monitoring capabilities.

Presently, I am working with the US EPA's Office of International Affairs in Washington DC in trying to establish ambient air monitoring in Panama City, Panama. In the past we have been successful in establishing air monitoring in two cities in Guatemala. These monitoring effort are to help general public awareness and an understand that air pollution is worldwide problem. This project will hopefully expand to cover all Central American countries. In addition, the US EPA is also beginning an air monitoring program for Africa. Right now monitoring is being conducted in Ghana and Tanzania.

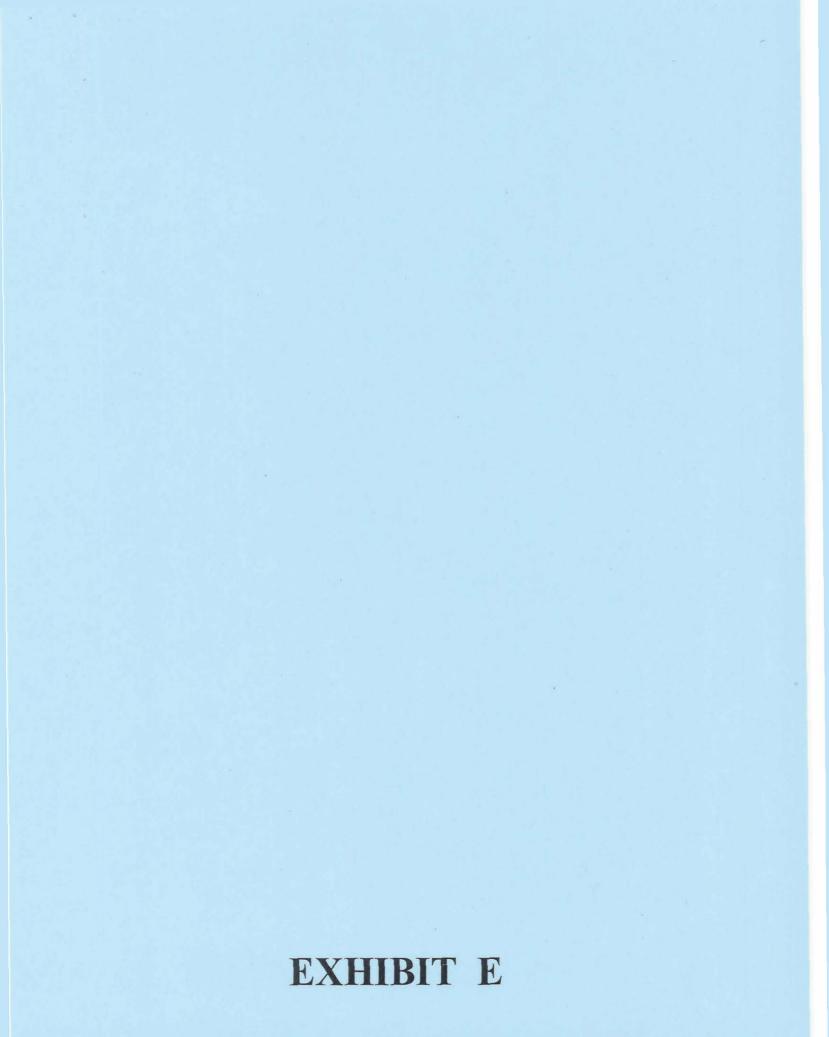
My job with the US EPA is to collect used air monitoring equipment from agencies throughout the country. Once received it, it is tested, repaired as necessary, and made ready for shipment per the US EPA's instructions. To donate the used equipment send it to: Sacramento County Metro Air Quality Management District; 777 -12th Street; 3rd Floor; Sacramento, CA 95814-1908; Attn: Connie Oslon. Connie's telephone number is 916-874-4826.

If you have question please call me at 808-332-5273.

Thanks, Bill Oslund



EXHIBIT D 1 2 Music Equipment Mackie D8B mixer • Mackie D8B mixer accessories: effects card, lightpipe cables, mixing speakers, analog cables 3 • Alesis 9600 mastering unit 4 Tascam 2424 24 track recorder Lexicon MPX 500 effects - Audio Technica at3528 studio mikes 5 • Audio Technica hr824 Tube mike • Drum mikes set 6 Yamaha 9000 keyboard 7 • Keyboard stand Taylor acoustic guitar 8 • 12 Mike cables and 4 quarter-inch cables · Adapters, cables, hardware, tools DVKN 9 • Direct boxes Alesis 3636 compressor 10 || • Consumables, guitar strings, books, drum heads - No 5et am can 7 · 6 Mike stands - Or Parts J. • 4 Guitar stands 11 6 Headphones • 1 Headphone manifold DOD 460 H 12 - Headphone manifold DOD 460 H • Peavey Deca 528 amplifier 13 • Peavey 112 TLM monitors MCI Mixer + power supplies + cabling 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 **Consent Judgment** 





July 8, 2005

CASTLEMONT HIGH SCHOOL 8601 MacArthur Boulevard Oakland, California 94605 (510) 879-3010 Fax: (510) 879-3019

Mr. Robert Thomas Office of the Attorney General Oakland, CA

Dear Mr. Thomas:

Thank you for your interest and support of the East Oakland School of the Arts (EOSA).

EOSA is dedicated to providing an environment that enables the development of the artistic and academic potential of each student. EOSA has a dual mission to provide preprofessional arts training as well as a full comprehensive academic college preparatory program. The EOSA Music Department provides the finest level of musical training available to high school students focusing on the development of the whole musician. The Music Department offers a broad music curriculum, including instruction in all the instruments of the band, piano, strings, voice and studio engineering(recording).

We lost our building and musical equipment to fire in May, 2005. Just this year alone, a new 15 piano lab and a digital computer lab were opened and lost in the same year. The damage to the building alone has been assessed at \$2,000,000 and no assessment yet as to the contents.

The community is stepping forward to help us replace what we have lost through donations of equipment. The equipment you are interested in donating would be a God-send and would certainly be put to good use. Music has proven to be a catalyst for keeping students interested in coming to school.

On behalf of the students of EOSA, I would like to thank you in advance for your consideration in donating this much needed equipment.

Sincerely,

Matin Abdel-Qawi Principal

Vallie Towns Music Department Head

## **DECLARATION OF SERVICE BY U.S. MAIL**

Case Name: People of the State of California, ex rel. Bill Lockyer, Attorney General v. California Community Health Advocates, Inc., et al.

No.: SCV 17220

I declare:

I am employed in the Office of the Attorney General, which is the office of a member of the California State Bar at which member's direction this service is made. I am 18 years of age or older and not a party to this matter. I am familiar with the business practice at the Office of the Attorney General for collection and processing of correspondence for mailing with the United States Postal Service. In accordance with that practice, correspondence placed in the internal mail collection system at the Office of the Attorney General is deposited with the United States Postal Service that same day in the ordinary course of business.

On <u>October 21, 2005</u>, I served the attached **STIPULATED CONSENT JUDGMENT** by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, in the internal mail collection system at the Office of the Attorney General at 1515 Clay Street, Suite 2000, P.O. Box 70550, Oakland, California 94612-0550, addressed as follows:

Jeff Kravitz, Esq. Krativz Law Firm 2310 J Street, Suite A Sacramento, CA 95816

I declare under penalty of perjury under the laws of the State of California the foregoing is true and correct and that this declaration was executed on October 21, 2005, at Oakland, California.

SHONTANE McELROY Declarant

Signature