

1 ROB BONTA  
Attorney General of California  
2 DENNIS L. BECK, JR., SBN 179492  
Supervising Deputy Attorney General  
3 AMY J. ANDERSON, SBN 301732  
Deputy Attorney General  
4 600 West Broadway, Suite 1800  
San Diego, CA 92101  
5 Telephone: (619) 738-9725  
E-mail: Amy.Anderson@doj.ca.gov

6 RONALD J. FREITAS  
7 District Attorney of the County of San Joaquin  
CELESTE KAISCH, SBN 234174  
8 Deputy District Attorney  
Consumer and Environmental Protection Division  
9 222 E Weber Avenue, Room 202  
Stockton, CA 95202  
10 Telephone: (209) 468-9614  
E-mail: Celeste.Kaisch@sjcda.org

11 *Attorneys for The People of the State of California*  
12 *(Additional Counsel for Plaintiff on following page)*

13 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
14 COUNTY OF SAN JOAQUIN

15 **THE PEOPLE OF THE STATE OF CALIFORNIA,**  
16  
17 **Plaintiff,**  
18 **v.**  
19 **QUEST DIAGNOSTICS CLINICAL**  
**LABORATORIES, INC., a Delaware corporation;**  
20 **QUEST DIAGNOSTICS INCORPORATED, dba**  
**QUEST DIAGNOSTICS INCORPORATED OF**  
**NEVADA, a Nevada corporation;**  
21 **QUEST DIAGNOSTICS INFECTIOUS DISEASE,**  
**INC., a Delaware corporation;**  
22 **QUEST DIAGNOSTICS NICHOLS INSTITUTE,**  
**INC., a California corporation;**  
23 **QUEST DIAGNOSTICS HEALTH & WELLNESS,**  
**LLC, a Delaware limited liability company;**  
24 **QUEST DIAGNOSTICS TB, LLC, a Delaware limited**  
**liability company;**  
25 **QUEST DIAGNOSTICS INCORPORATED, a**  
**Delaware corporation;**  
26 **SPECIALTY LABORATORIES, INC., a California**  
**corporation; and**  
27 **UNILAB CORPORATION, a Delaware corporation,**  
28 **Defendants.**

FILED  
2024 FEB 13 PM 2:45  
STEPHANIE BOHRER, CLERK  
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**EXEMPT FROM FILING FEES  
PURSUANT TO GOVERNMENT  
CODE SECTION 6103**

Case No.: STK-CV-UBT-2024-0001683

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

Dept.: 11B  
Judge: Hon. Robert T. Waters  
Action Filed: February 13, 2024

1 *ADDITIONAL COUNSEL FOR PLAINTIFF, THE PEOPLE OF THE STATE OF CALIFORNIA*

2 PAMELA Y. PRICE  
3 Alameda County District Attorney  
4 SIMONA FARRISE BEST, SBN 171708  
5 Sr. Asst. District Attorney  
6 CARLOS J. GUZMAN, SBN 219185  
7 Deputy District Attorney  
8 Consumer Justice Bureau (formerly CEWPD)  
9 7677 Oakport Street, Suite 650  
10 Oakland, CA 94621  
11 Telephone: (510) 383-8600  
12 Fax: (510) 383-8615  
13 E-mail: Carlos.Guzman@acgov.org  
14 *Attorneys for People of the State of California*

15 GEORGE GASCÓN  
16 District Attorney of the County of Los Angeles  
17 DANIEL WRIGHT, SBN 129309  
18 Deputy District Attorney  
19 Environmental and Consumer Protection Division  
20 211 Temple St., Ste 1000  
21 Los Angeles, CA 90012  
22 Telephone: (213) 257-3001  
23 E-mail: DWright@da.lacounty.gov  
24 *Attorneys for People of the State of California*

25 JEANNINE M. PACIONI  
26 District Attorney of the County of Monterey  
27 EMILY HICKOK, SBN 247175  
28 Deputy District Attorney  
Environmental and Consumer Protection Division  
1200 Aguajito Rd., Rm. 301  
Monterey, CA 93940  
Telephone: (831) 647-7710  
Fax: (831) 647-7762  
E-mail: HickokED@co.monterey.ca.us  
*Attorneys for People of the State of California*

TODD SPITZER  
District Attorney of the County of Orange  
WILLIAM FALLON, SBN 190986  
Senior Deputy District Attorney  
ALICIA BERRY, SBN 228367  
Deputy District Attorney  
Environmental and Consumer Protection Division  
300 North Flower St.  
Santa Ana, CA 92703  
Telephone: (714) 834-3600  
E-mail: Alicia.Berry@ocdapa.org  
*Attorneys for People of the State of California*

28

1 THIEN HO  
2 District Attorney of the County of Sacramento  
3 DOUGLAS WHALEY, SBN 144557  
4 Supervising Deputy District Attorney  
5 Consumer and Environmental Protection Division  
6 901 G St.  
7 Sacramento, CA 95814  
8 Telephone: (916) 874-7000  
9 Fax: (916) 874-7660  
10 E-mail: WhaleyD@sacda.org  
11 *Attorneys for People of the State of California*

12 JASON ANDERSON  
13 District Attorney of the County of San Bernardino  
14 STEPHANIE B. WEISSMAN, SBN 155454  
15 Deputy District Attorney  
16 Consumer and Environmental Protection Division  
17 303 West 3<sup>rd</sup> Street  
18 San Bernardino, CA 92415  
19 Telephone: (909) 382-3800  
20 Fax: (909) 748-1376  
21 E-mail: SWeissman@sbcda.org  
22 *Attorneys for People of the State of California*

23 STEPHEN M. WAGSTAFFE  
24 District Attorney of the County of San Mateo  
25 KENNETH MIFSUD, SBN 144000  
26 Deputy District Attorney In-Charge  
27 Consumer and Environmental Protection Division  
28 400 County Center, 3<sup>rd</sup> Floor  
Redwood City, CA 94063  
Telephone: (650) 363-4636  
Fax: (650) 363-4873  
E-mail: KMifsud@smcgov.org  
*Attorneys for People of the State of California*

ERIK NASARENKO  
District Attorney of the County of Ventura  
SUSAN PARK, SBN 283062  
Deputy District Attorney  
5720 Ralston St., Ste. 300  
Ventura, CA 93003  
Telephone: (805) 654-2500  
Fax: (805) 662-1770  
E-mail: Susan.Park@ventura.org  
*Attorneys for People of the State of California*

1 JEFF W. REISIG  
District Attorney of the County of Yolo  
2 DAVID J. IREY, SBN 142864  
Assistant Chief Deputy District Attorney  
3 Consumer and Environmental Protection Division  
301 Second Street  
4 Woodland, CA 95695  
Telephone: (530) 666-8428  
5 Fax: (530) 666-8185  
E-mail: David.Irey@yolocounty.org  
6 *Attorneys for People of the State of California*

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1           This Stipulation for Entry of Final Judgment (“Stipulation”) is entered into by Plaintiff,  
2 the People of the State of California (the “People”), by and through Rob Bonta, Attorney General  
3 of the State of California; Pamela Y. Price, District Attorney of Alameda County; George  
4 Gascón, District Attorney of Los Angeles County; Jeannine M. Pacioni, District Attorney of  
5 Monterey County; Todd Spitzer, District Attorney of Orange County; Thien Ho, District Attorney  
6 of Sacramento County; Jason Anderson, District Attorney of San Bernardino County; Ronald J.  
7 Freitas, District Attorney of San Joaquin County; Stephen M. Wagstaffe, District Attorney of San  
8 Mateo County; Eric Nasarenko, District Attorney of Ventura County; and Jeff W. Reisig, District  
9 Attorney of Yolo County, and Defendants Quest Diagnostics Clinical Laboratories, Inc., a  
10 Delaware corporation; Quest Diagnostics Incorporated, dba Quest Diagnostics Incorporated of  
11 Nevada, a Nevada corporation; Quest Diagnostics Infectious Disease, Inc., a Delaware  
12 corporation; Quest Diagnostics Nichols Institute, Inc., a California corporation; Quest Diagnostics  
13 Health & Wellness, LLC, a Delaware limited liability company; Quest Diagnostics TB, LLC, a  
14 Delaware limited liability company; Quest Diagnostics Incorporated, a Delaware corporation;  
15 Specialty Laboratories, Inc., a California corporation; and Unilab Corporation, a Delaware  
16 corporation (collectively referred to herein as “Quest”). For purposes of this Stipulation, the  
17 People and Quest shall be referred to collectively as the “Parties.”

18           **The Parties stipulate as follows:**

- 19           1.       The Court has jurisdiction of the subject matter hereof and the Parties to this  
20 Stipulation.
- 21           2.       The [Proposed] Final Judgment and Permanent Injunction on Consent (“Final  
22 Judgment”), a true and correct copy of which is attached hereto as Exhibit A, may be entered by  
23 any judge of the San Joaquin County Superior Court, upon the terms set forth in this Stipulation.
- 24           3.       The Parties agree that this Court shall retain jurisdiction for purposes specified in  
25 the Final Judgment.
- 26           4.       Concurrently with the filing of this Stipulation, the People have filed their  
27 Complaint for Injunction, Civil Penalties, and Other Relief (“Complaint”) in this matter alleging  
28 that Quest committed violations of the Hazardous Waste Control Law (codified at chapter 6.5 of

1 the Health and Safety Code and title 22 of the California Code of Regulations), the Medical  
2 Waste Management Act (codified at Health and Safety Code, division 104, part 14, chapter 10,  
3 beginning at Health and Safety Code section 117600), the Hazardous Materials Release Response  
4 Plans and Inventory Law (“HMRRPIL”), set forth in Health and Safety Code section 25500 et  
5 seq., the Confidentiality of Medical Information Act (codified at California Civil Code section 56  
6 et seq.), Civil Code section 1798.81, Health and Safety Code sections 1280.15 and 1280.18, the  
7 Health Insurance Portability and Accountability Act of 1996 (Pub. L. 104-191 [Aug. 21, 1996]  
8 110 Stat. 1936), including the regulations promulgated under these chapters and sections, and  
9 Business and Professions Code section 17200 et seq.

10 5. The People have also filed with the Court a motion, unopposed by Quest, for  
11 approval of entry of the Final Judgment.

12 6. The Parties have agreed to resolve the allegations contained in the People’s  
13 Complaint upon entry of the Final Judgment.

14 7. Entry of the Final Judgment is neither an admission nor a denial by Quest  
15 regarding any issue of law or fact in the above-captioned matter or any violation of the law.

16 8. Quest represents that Quest’s representative(s) has the authority to bind Quest to  
17 the terms of this Final Judgment, and that Quest officers and managers have the authority to make  
18 any representations, submissions, or certifications required or permitted by the terms of the Final  
19 Judgment.

20 9. The individuals signing below represent that they have been authorized by the  
21 parties they represent to sign this Stipulation.

22 10. This Stipulation may be executed in counterparts, and the Parties agree that a  
23 facsimile signature or electronic signature shall be deemed to be, and shall have the full force and  
24 effect as, an original signature.

25 11. The People believe that the resolution embodied in the Final Judgment is fair and  
26 reasonable and fulfills the People’s enforcement objectives; that the terms of the Final Judgment  
27 are appropriate; that no further action is warranted concerning the violations alleged in the  
28

1 Complaint, except as provided in the Final Judgment; and that entry of the Final Judgment is in  
2 the best interest of the public.

3 12. Quest agrees that the Final Judgment is a fair and reasonable resolution of the  
4 matters alleged in the Complaint.

5 13. The Parties hereby waive their right to move for a new trial or otherwise seek to  
6 set aside the Final Judgment through any collateral attack, and further waive their right to appeal  
7 from the Final Judgment.

8 14. Quest will accept service of any Notice of Entry of Judgment and any other  
9 documents or filings entered in this action by delivery of such notice to its counsel of record by  
10 electronic service at dcallaway@glennagre.com. Quest agrees that electronic service of the Notice  
11 of Entry of Judgment will be deemed personal service upon it for all purposes.

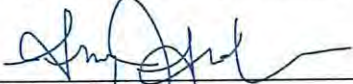
12 15. The Parties, after opportunity for review by counsel, hereby stipulate and consent  
13 to the entry of the [Proposed] Final Judgment and Permanent Injunction on Consent attached  
14 hereto as Exhibit A.

15 **IT IS SO STIPULATED.**

16 **FOR PLAINTIFF, THE PEOPLE OF THE STATE OF CALIFORNIA**

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18  
19 Dated: Feb. 7, 2024

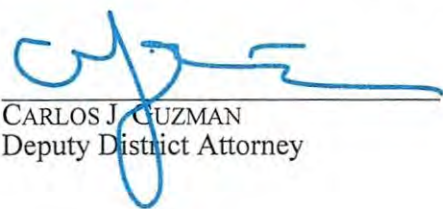
Respectfully Submitted,  
ROB BONTA  
Attorney General of California  
DENNIS L. BECK, JR.  
Supervising Deputy Attorney General

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24 AMY J. ANDERSON  
Deputy Attorney General

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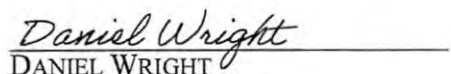
Dated: February 7, 2024

PAMELA Y. PRICE  
District Attorney of Alameda County

  
CARLOS J. GUZMAN  
Deputy District Attorney

Dated: February 7, 2024

GEORGE GASCÓN  
District Attorney of Los Angeles County

  
DANIEL WRIGHT  
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\_\_\_\_\_  
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\_\_\_\_\_  
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Deputy District Attorney

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GEORGE GASCÓN  
District Attorney of Los Angeles County

\_\_\_\_\_  
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Deputy District Attorney


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JEANNINE M. PACIONI  
District Attorney of Monterey County

  
\_\_\_\_\_  
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Deputy District Attorney

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TODD SPITZER  
District Attorney of Orange County

  
\_\_\_\_\_  
ALICIA BERRY  
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THIEN HO  
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\_\_\_\_\_  
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JASON ANDERSON  
District Attorney of San Bernardino County



\_\_\_\_\_  
STEPHANIE B. WEISSMAN  
Deputy District Attorney

Dated: \_\_\_\_\_, 2024

RONALD J. FREITAS  
District Attorney of San Joaquin County

\_\_\_\_\_  
CELESTE KAISCH  
Deputy District Attorney

Dated: \_\_\_\_\_, 2024

STEPHEN M. WAGSTAFFE  
District Attorney of San Mateo County

\_\_\_\_\_  
KENNETH MIFSUD  
Deputy District Attorney in Charge

Dated: \_\_\_\_\_, 2024

ERIK NASARENKO  
District Attorney of Ventura County

\_\_\_\_\_  
SUSAN PARK  
Deputy District Attorney

Dated: \_\_\_\_\_, 2024

JEFF W. REISIG  
District Attorney of Yolo County

\_\_\_\_\_  
DAVID J. IREY  
Assistant Chief Deputy District Attorney

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\_\_\_\_\_  
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Deputy District Attorney

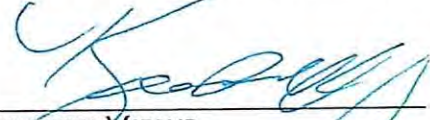
Dated: Feb 13, 2024

RONALD J. FREITAS  
District Attorney of San Joaquin County

  
\_\_\_\_\_  
CELESTE KAISCH  
Deputy District Attorney

Dated: 2/10/, 2024

STEPHEN M. WAGSTAFFE  
District Attorney of San Mateo County

  
\_\_\_\_\_  
KENNETH MIFSUD  
Deputy District Attorney in Charge

Dated: \_\_\_\_\_, 2024

ERIK NASARENKO  
District Attorney of Ventura County

\_\_\_\_\_  
SUSAN PARK  
Deputy District Attorney

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JEFF W. REISIG  
District Attorney of Yolo County

\_\_\_\_\_  
DAVID J. IREY  
Assistant Chief Deputy District Attorney

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JASON ANDERSON  
District Attorney of San Bernardino County

\_\_\_\_\_  
STEPHANIE B. WEISSMAN  
Deputy District Attorney

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RONALD J. FREITAS  
District Attorney of San Joaquin County

\_\_\_\_\_  
CELESTE KAISCH  
Deputy District Attorney

Dated: \_\_\_\_\_, 2024

STEPHEN M. WAGSTAFFE  
District Attorney of San Mateo County

\_\_\_\_\_  
KENNETH MIFSUD  
Deputy District Attorney in Charge

Dated: February 7, 2024

ERIK NASARENKO  
District Attorney of Ventura County



\_\_\_\_\_  
SUSAN PARK  
Deputy District Attorney

Dated: \_\_\_\_\_, 2024

JEFF W. REISIG  
District Attorney of Yolo County

\_\_\_\_\_  
DAVID J. IREY  
Assistant Chief Deputy District Attorney

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JASON ANDERSON  
District Attorney of San Bernardino County

\_\_\_\_\_  
STEPHANIE B. WEISSMAN  
Deputy District Attorney

Dated: \_\_\_\_\_, 2024

RONALD J. FREITAS  
District Attorney of San Joaquin County

\_\_\_\_\_  
CELESTE KAISCH  
Deputy District Attorney

Dated: \_\_\_\_\_, 2024

STEPHEN M. WAGSTAFFE  
District Attorney of San Mateo County

\_\_\_\_\_  
KENNETH MIFSUD  
Deputy District Attorney in Charge

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ERIK NASARENKO  
District Attorney of Ventura County

\_\_\_\_\_  
SUSAN PARK  
Deputy District Attorney

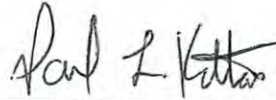
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JEFF W. REISIG  
District Attorney of Yolo County

  
\_\_\_\_\_  
DAVID J. IREY  
Assistant Chief Deputy District Attorney

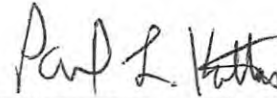
1 **FOR QUEST:**

2 Dated: Feb. 8, 2024



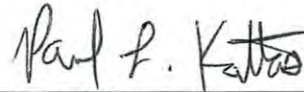
3 PAUL L. KATTAS  
4 Executive Director & Assistant General Counsel  
5 QUEST DIAGNOSTICS CLINICAL  
6 LABORATORIES, INC.

7 Dated: Feb. 8, 2024



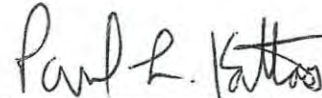
8 PAUL L. KATTAS  
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10 QUEST DIAGNOSTICS INCORPORATED, dba  
11 QUEST DIAGNOSTICS INCORPORATED OF  
12 NEVADA

13 Dated: Feb. 8, 2024



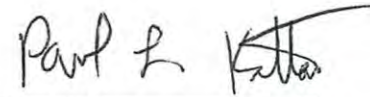
14 PAUL L. KATTAS  
15 Executive Director & Assistant General Counsel  
16 QUEST DIAGNOSTICS INFECTIOUS DISEASE,  
17 INC.

18 Dated: Feb. 8, 2024



19 PAUL L. KATTAS  
20 Executive Director & Assistant General Counsel  
21 QUEST DIAGNOSTICS NICHOLS INSTITUTE,  
22 INC.

23 Dated: Feb. 8, 2024



24 PAUL L. KATTAS  
25 Executive Director & Assistant General Counsel  
26 QUEST DIAGNOSTICS HEALTH &  
27 WELLNESS, LLC


28 Dated: Feb. 8, 2024



PAUL L. KATTAS  
Executive Director & Assistant General Counsel  
QUEST DIAGNOSTICS TB, LLC

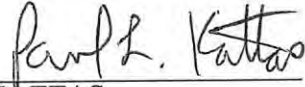
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QUEST DIAGNOSTICS INCORPORATED

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SPECIALTY LABORATORIES, INC.

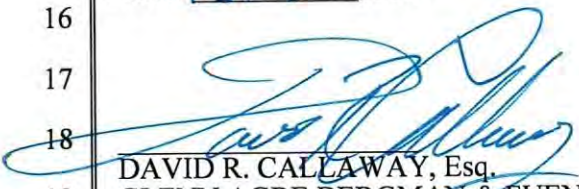
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PAUL KATTAS  
Executive Director & Assistant General Counsel  
UNILAB CORPORATION

APPROVED AS TO FORM:

Dated: Feb. 9, 2024



DAVID R. CALLAWAY, Esq.  
GLENN AGRE BERGMAN & FUENTES

*Attorneys for Quest Diagnostics Clinical Laboratories, Inc.; Quest Diagnostics, Incorporated, dba Quest Diagnostics Incorporated of Nevada; Quest Diagnostics Infectious Disease, Inc.; Quest Diagnostics Nichols Institute, Inc.; Quest Diagnostics Health & Wellness, LLC; Quest Diagnostics TB, LLC; Quest Diagnostics Incorporated; Specialty Laboratories, Inc.; and Unilab Corporation*

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EXHIBIT A



1 ROB BONTA  
Attorney General of California  
2 DENNIS L. BECK, JR., SBN 179492  
Supervising Deputy Attorney General  
3 AMY J. ANDERSON, SBN 301732  
Deputy Attorney General  
4 600 West Broadway, Suite 1800  
San Diego, CA 92101  
5 P.O. Box 85266  
San Diego, CA 92186-5266  
6 Telephone: (619) 738-9725  
Fax: (619) 645-2271  
7 E-mail: Amy.Anderson@doj.ca.gov

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8 RONALD J. FREITAS  
District Attorney of the County of San Joaquin  
9 CELESTE KAISCH, SBN 234174  
Deputy District Attorney  
10 Consumer and Environmental Protection Division  
222 E Weber Avenue, Room 202  
11 Stockton, CA 95202  
Telephone: (209) 468-9614  
12 Fax: (209) 468-0314  
E-mail: Celeste.Kaisch@sjcda.org  
13 *Attorneys for The People of the State of California*  
*(Additional Counsel for Plaintiff on following page)*  
14

15 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
16 COUNTY OF SAN JOAQUIN

17 **THE PEOPLE OF THE STATE OF CALIFORNIA,**  
Plaintiff,  
18 v.  
19 **QUEST DIAGNOSTICS CLINICAL LABORATORIES,**  
**INC., a Delaware corporation;**  
20 **QUEST DIAGNOSTICS INCORPORATED, dba QUEST**  
**DIAGNOSTICS INCORPORATED OF NEVADA, a Nevada**  
21 **corporation;**  
22 **QUEST DIAGNOSTICS INFECTIOUS DISEASE, INC.,**  
**a Delaware corporation;**  
23 **QUEST DIAGNOSTICS NICHOLS INSTITUTE, INC.,**  
**a California corporation;**  
24 **QUEST DIAGNOSTICS HEALTH & WELLNESS, LLC,**  
**a Delaware limited liability company;**  
25 **QUEST DIAGNOSTICS TB, LLC, a Delaware limited**  
**liability company;**  
26 **QUEST DIAGNOSTICS INCORPORATED, a Delaware**  
**corporation;**  
27 **SPECIALTY LABORATORIES, INC., a California**  
**corporation; and**  
28 **UNILAB CORPORATION, a Delaware corporation,**  
Defendants.

Case No.: STK-CV-UBT-  
2024-0001683

**[PROPOSED] FINAL  
JUDGMENT AND  
PERMANENT  
INJUNCTION ON  
CONSENT**

1 *ADDITIONAL COUNSEL FOR PLAINTIFF, THE PEOPLE OF THE STATE OF CALIFORNIA*

2 PAMELA Y. PRICE  
3 District Attorney of the County of Alameda  
4 SIMONA FARRISE BEST, SBN 171708  
5 Sr. Asst. District Attorney  
6 CARLOS J. GUZMAN, SBN 219185  
7 Deputy District Attorney  
8 Consumer Justice Bureau (formerly CEWPD)  
9 7677 Oakport Street, Suite 650  
10 Oakland, CA 94621  
11 Telephone: (510) 383-8600  
12 Fax: (510) 383-8615  
13 E-mail: Carlos.Guzman@acgov.org

14 GEORGE GASCÓN  
15 District Attorney of the County of Los Angeles  
16 DANIEL WRIGHT, SBN 129309  
17 Deputy District Attorney  
18 Environmental and Consumer Protection Division  
19 211 Temple St., Ste 1000  
20 Los Angeles, CA 90012  
21 Telephone: (213) 257-3001  
22 Fax: (213) 974-1484  
23 E-mail: DWright@da.lacounty.gov

24 JEANNINE M. PACIONI  
25 District Attorney of the County of Monterey  
26 EMILY HICKOK, SBN 247175  
27 Chief Deputy District Attorney  
28 Environmental and Consumer Protection Division  
1200 Aguajito Rd., Rm. 301  
Monterey, CA 93940  
Telephone: (831) 647-7710  
Fax: (831) 647-7762  
E-mail: HickokED@co.monterey.ca.us

TODD SPITZER  
District Attorney of the County of Orange  
WILLIAM FALLON, SBN 190986  
Senior Deputy District Attorney  
ALICIA BERRY, SBN 228367  
Deputy District Attorney  
Environmental and Consumer Protection Division  
300 North Flower St.  
Santa Ana, CA 92703  
Telephone: (714) 834-3600  
Fax: (714) 834-6160  
E-mail: Alicia.Berry@ocdapa.org

1 THIEH HO  
District Attorney of the County of Sacramento  
2 DOUGLAS WHALEY, SBN 144557  
Supervising Deputy District Attorney  
3 Consumer and Environmental Protection Division  
901 G St.  
4 Sacramento, CA 95814  
Telephone: (916) 874-7000  
5 Fax: (916) 874-7660  
E-mail: WhaleyD@sacda.org  
6

JASON ANDERSON  
7 District Attorney of the County of San Bernardino  
STEPHANIE B. WEISSMAN, SBN 155454  
8 Deputy District Attorney  
Consumer and Environmental Protection Division  
9 303 West 3<sup>rd</sup> Street, Fifth Floor  
San Bernardino, CA 92415  
10 Telephone: (909) 382-3800  
Fax: (909) 748-1376  
11 E-mail: SWeissman@sbcda.org

12 STEPHEN M. WAGSTAFFE  
District Attorney of the County of San Mateo  
13 KENNETH MIFSUD, SBN 144000  
Deputy District Attorney In-Charge  
14 Consumer and Environmental Protection Division  
400 County Center, 3<sup>rd</sup> Floor  
15 Redwood City, CA 94063  
Telephone: (650) 363-4636  
16 Fax: (650) 363-4873  
E-mail: KMifsud@smcgov.org  
17

ERIK NASARENKO  
18 District Attorney of the County of Ventura  
SUSAN PARK, SBN 283062  
19 Deputy District Attorney  
5720 Ralston St., Ste. 300  
20 Ventura, CA 93003  
Telephone: (805) 654-2500  
21 Fax: (805) 662-1770  
E-mail: Susan.Park@ventura.org  
22

JEFF W. REISIG  
23 District Attorney of the County of Yolo  
DAVID J. IREY, SBN 142864  
24 Assistant Chief Deputy District Attorney  
Consumer and Environmental Protection Division  
25 301 Second Street  
Woodland, CA 95695  
26 Telephone: (209) 666-8428  
Fax: (530) 666-8185  
27 E-mail: David.Irey@yolocounty.org  
28

1           WHEREAS, THE PEOPLE OF THE STATE OF CALIFORNIA, by and through Rob  
2 Bonta, Attorney General of the State of California (“Attorney General”); and Pamela Y. Price,  
3 District Attorney of Alameda County; George Gascón, District Attorney of Los Angeles County;  
4 Jeannine M. Pacioni, District Attorney of Monterey County; Todd Spitzer, District Attorney of  
5 Orange County; Thien Ho, District Attorney of Sacramento County; Jason Anderson, District  
6 Attorney of San Bernardino County; Ronald J. Freitas, District Attorney of San Joaquin County;  
7 Stephen M. Wagstaffe, District Attorney of San Mateo County; Erik Nasarenko, District Attorney  
8 of Ventura County; and Jeff W. Reisig, District Attorney of Yolo County (collectively referred to  
9 herein as “the People”) and Defendants Quest Diagnostics Clinical Laboratories, Inc., a Delaware  
10 corporation; Quest Diagnostics Incorporated, dba Quest Diagnostics Incorporated of Nevada, a  
11 Nevada corporation; Quest Diagnostics Infectious Disease, Inc., a Delaware corporation; Quest  
12 Diagnostics Nichols Institute, Inc., a California corporation; Quest Diagnostics Health &  
13 Wellness, LLC, a Delaware limited liability company; Quest Diagnostics TB, LLC, a Delaware  
14 limited liability company; Quest Diagnostics Incorporated, a Delaware corporation; Specialty  
15 Laboratories, Inc., a California corporation; and Unilab Corporation, a Delaware corporation  
16 (collectively referred to herein as “QUEST”), generally appearing through their attorney David R.  
17 Callaway of Glenn Agre Bergman & Fuentes, entered into a Stipulation for Entry of Final  
18 Judgment and Permanent Injunction on Consent in this matter on or about February 13, 2024  
19 (“Stipulation”). QUEST and the People (collectively referred to herein as the “Parties”), have  
20 stipulated and consented to the entry of this Final Judgment and Permanent Injunction on Consent  
21 (“Final Judgment”);

22           AND WHEREAS, the Court finds that the Stipulation between the Parties is fair and in  
23 the public interest;

24           NOW THEREFORE, upon the consent of the aforementioned Parties, it is hereby  
25 ORDERED, ADJUDGED, AND DECREED:

26 ///

27 ///

28 ///

1           **1. JURISDICTION**

2           The Parties stipulate and agree that the Superior Court of California, County of San  
3           Joaquin (“Court”), has subject matter jurisdiction over the matters alleged in this action and  
4           personal jurisdiction over the Parties to this Final Judgment.

5           **2. SETTLEMENT OF DISPUTED CLAIMS**

6           The Parties enter into this Final Judgment pursuant to a compromise and settlement of  
7           disputed claims for purposes of furthering the public interest. Entry of this Final Judgment is  
8           neither an admission nor a denial by QUEST regarding any issue of law or fact in the above-  
9           captioned matter, nor an admission or denial by QUEST of any violation of any law. The Parties  
10          also waive their respective rights to appeal the entry of this Final Judgment.

11          **3. DEFINITIONS**

12          Except where otherwise expressly defined in this Final Judgment, all terms shall be  
13          interpreted consistent with the MEDICAL WASTE MANAGEMENT ACT; the HAZARDOUS  
14          WASTE CONTROL LAW; the Hazardous Materials Release Response Plans and Inventory Law;  
15          Health and Safety Code section 25500 et seq.; Civil Code sections 56 et seq. and 1798.81; Health  
16          and Safety Code sections 1280.15 and 1280.18; the Health Insurance Portability and  
17          Accountability Act of 1996 (Pub. L. 104-191 (Aug. 21, 1996) 110 Stat. 1936); and the regulations  
18          promulgated under these chapters and sections.

19               **3.1**     “AUDITOR” means the independent third-party WASTE auditor referenced in  
20               paragraphs 6.1 and 6.3 of this Final Judgment.

21               **3.2**     “CONFIDENTIALITY OF MEDICAL INFORMATION ACT” shall mean that  
22               law set forth in Civil Code section 56 et seq.

23               **3.3**     “COVERED FACILITY” shall refer to any facility that is listed in Exhibit A or  
24               any facility in the State of California that comes to be owned, operated, or leased by or on behalf  
25               of QUEST after the EFFECTIVE DATE, where QUEST generates, handles, stores, or  
26               MANAGES HAZARDOUS WASTE, MEDICAL WASTE or PROTECTED HEALTH  
27               INFORMATION (“PHI”).

28               **3.4**     “DUMPSTERS AND COMPACTORS” means dumpsters, compactors, roll-off

1 containers, and other containers used to collect a COVERED FACILITY’S solid WASTE  
2 destined for municipal solid WASTE (garbage) landfills or municipal recycling facilities and  
3 periodically picked up by third-party municipal WASTE haulers or third-party municipal  
4 recycling haulers.

5 **3.5** “EFFECTIVE DATE” means the day that this Final Judgment is entered by the  
6 Court.

7 **3.6** “HAZARDOUS WASTE” shall have the same definition as set forth in Health and  
8 Safety Code section 25117 and California Code of Regulations, title 22, section 66260.10, and  
9 includes “extremely HAZARDOUS WASTE” as defined in Health and Safety Code section  
10 25115; the term HAZARDOUS WASTE includes UNIVERSAL WASTE, unless otherwise  
11 stated.

12 **3.7** “HAZARDOUS WASTE CONTROL LAW” shall mean the law found at chapter  
13 6.5 of the Health and Safety Code and division 4.5 of title 22 of the California Code of  
14 Regulations.

15 **3.8** “HIPAA” means the Health Insurance Portability and Accountability Act of 1996  
16 (Pub. L. 104-191 (Aug. 21, 1996) 110 Stat. 1936) and includes the implementing regulations (42  
17 C.F.R. §§ 160, 162, and 164).

18 **3.9** “MANAGEMENT” or “MANAGE” shall have the same definition as set forth in  
19 Health and Safety Code section 25117.2 and California Code of Regulations, title 22, section  
20 66260.10.

21 **3.10** “MEDICAL WASTE” shall have the same definition as set forth in Health and  
22 Safety Code section 117690.

23 **3.11** “MEDICAL WASTE MANAGEMENT ACT” shall mean the law set forth in  
24 Health and Safety Code section 118325 et seq.

25 **3.12** “MIXED WASTE” shall have the same definition as set forth in Health and Safety  
26 Code section 117730.

27 **3.13** “PATIENT” means any natural person, whether or not still living, who received  
28 health care services from QUEST and to whom PHI pertains.

1           **3.14** “PROTECTED HEALTH INFORMATION” or “PHI” means a paper, printed,  
2 handwritten, or electronic document that contains any individually identifiable information about  
3 a PATIENT, in possession of or derived from QUEST, regarding a PATIENT’S medical history,  
4 mental or physical condition, treatment, billing, or insurance information. “Individually  
5 identifiable” means that the medical information includes or contains any element of personal  
6 identifying information sufficient to allow identification of the individual, such as the  
7 PATIENT’S name, address, electronic mail address, telephone number, or social security number,  
8 or other information that, alone or in combination with other publicly available information,  
9 reveals the individual’s identity.

10           **3.15** “QUEST EXAMINER” means the internal employee of QUEST charged with the  
11 responsibility for waste audits referenced in paragraphs 6.2 and 6.3 of this Final Judgment.

12           **3.16** “QUEST EXECUTIVE” means QUEST vice presidents, executive directors, or  
13 similar or higher-level QUEST employees who are authorized to bind QUEST and responsible for  
14 the compliance matter at issue.

15           **3.17** “QUEST PERSONNEL” means any person, including but not limited to  
16 employees, contractors, volunteers, trainees, and other persons, whose conduct, in the  
17 performance of work for QUEST, is under the direct control of QUEST, whether or not they are  
18 paid by QUEST.

19           **3.18** “RESOURCE CONSERVATION AND RECOVERY ACT” or “RCRA” means  
20 the Resource Conservation and Recovery Act of 1976 (40 C.F.R. § 6901 et seq.) and includes  
21 hazardous WASTE as defined by the federal standard as well as the state implementing  
22 regulations under the HAZARDOUS WASTE CONTROL LAW (Health and Safety Code section  
23 25100 et seq. and California Code of Regulations, title 22, division 4.5, section 66250 et seq.).

24           **3.19** “TRASH RECEPTACLES” or “TRASH” means TRASH receptacles, TRASH  
25 cans, and bins that are not DUMPSTERS AND COMPACTORS and are placed and used by  
26 QUEST to collect refuse destined for municipal solid WASTE (garbage) transfer stations or  
27 landfills or destined for municipal recycling facilities.

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1           **3.20** “UNIVERSAL WASTE” shall have the same definition as set forth in California  
2 Code of Regulations, title 22, sections 66261.9 and 66273.9.

3           **3.21** “WASTE” shall have the same definition set forth in Health and Safety Code  
4 section 25124 and California Code of Regulations, title 22, section 66261.2.

5           **3.22** “YEAR” or “YEARS” shall mean one or more of each 365-day period following  
6 the EFFECTIVE DATE.

7           **4.    GENERAL INJUNCTIVE PROVISIONS**

8           **4.1    HAZARDOUS WASTE:** Pursuant to the provisions of Health and Safety Code  
9 sections 25181 and 25184; Business and Professions Code section 17203; and Government Code  
10 sections 12607 and 12610, QUEST is permanently enjoined and restrained from violating the  
11 HAZARDOUS WASTE CONTROL LAW. Notwithstanding any other provision in this Final  
12 Judgment, nothing in this Final Judgment shall relieve QUEST from complying with all  
13 applicable minimum standards set forth in the HAZARDOUS WASTE CONTROL LAW.

14           **4.2    HAZARDOUS MATERIALS RELEASE RESPONSE PLANS AND**  
15 **INVENTORY LAW:** Pursuant to the provisions of Health and Safety Code sections 25515.6;  
16 Business and Professions Code section 17203; and Government Code sections 12607 and 12610,  
17 QUEST is permanently enjoined and restrained from violating the Hazardous Materials Release  
18 Response Plans and Inventory Law, found at Health and Safety Code section 25500 et seq.  
19 Notwithstanding any other provision in this Final Judgment, nothing in this Final Judgment shall  
20 relieve QUEST from complying with all applicable minimum standards set forth in the Hazardous  
21 Materials Release Response Plans and Inventory Law.

22           **4.3    MEDICAL WASTE:** Pursuant to the provisions of Health and Safety Code  
23 sections 118325 and Business and Professions Code section 17203, QUEST is permanently  
24 enjoined and restrained from violating the MEDICAL WASTE MANAGEMENT ACT and the  
25 regulations promulgated under these chapters. Notwithstanding any other provision in this Final  
26 Judgment, nothing in this Final Judgment shall relieve QUEST from complying with any and all  
27 applicable laws and regulations, including but not limited to those set forth in the California Code  
28 of Regulations, title 8, section 5193.



1           **4.4 PROTECTED HEALTH INFORMATION:** Under Business and Professions  
2 Code section 17203, QUEST is permanently enjoined and restrained from violating the  
3 CONFIDENTIALITY OF MEDICAL INFORMATION ACT; Civil Code section 1798.81;  
4 Health and Safety Code section 1280.15 and 1280.18; and the Health Insurance Portability and  
5 Accountability Act of 1996 (Pub. L. 104-191 (Aug. 21, 1996) 110 Stat. 1936), including the  
6 regulations promulgated under these chapters and sections.

7           **5. SPECIFIC INJUNCTIVE PROVISIONS**

8           Pursuant to the provisions of Health and Safety Code sections 25181, 25515.6, 25515.8  
9 and 118325, and Business and Professions Code section 17203, Defendants are enjoined,  
10 restrained and prohibited from doing any of the following:

11                               **Hazardous Waste Disposal**

12           **5.1** Disposing, or causing the disposal, of HAZARDOUS WASTE at a point not  
13 authorized or permitted by law, in violation of Health and Safety Code section 25189, 25189.2,  
14 and 25203. This prohibition includes, without limitation: (i) placing HAZARDOUS WASTE into  
15 DUMPSTERS AND COMPACTORS; (ii) disposing of HAZARDOUS WASTE onto the surface  
16 or subsurface of the ground at any unauthorized location; and (iii) sending or causing to be sent  
17 HAZARDOUS WASTE to a transfer station or landfill not authorized to receive HAZARDOUS  
18 WASTE or (if the items are all UNIVERSAL WASTE) UNIVERSAL WASTE.

19                               **Hazardous Waste Determination**

20           **5.2** Failing to determine if WASTE generated, accumulated, stored, transferred,  
21 treated, received, and/or otherwise MANAGED at any COVERED FACILITIES is hazardous, as  
22 required by California Code of Regulations, title 22, section 66260.200.

23           **5.3** Failing to determine whether each item for disposal from a COVERED FACILITY  
24 is a WASTE, and if so, whether it is a HAZARDOUS WASTE, as required by California Code of  
25 Regulations, title 22, section 66262.11.

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1 **Hazardous Waste Management - General**

2 **5.4** Failing to MANAGE every item of HAZARDOUS WASTE that is generated at  
3 any COVERED FACILITY, as required by the HAZARDOUS WASTE CONTROL LAW and  
4 its implementing regulations.

5 **5.5.** Failing to MANAGE and dispose of UNIVERSAL WASTE at (or from)  
6 COVERED FACILITIES, in compliance with all applicable requirements contained in California  
7 Code of Regulations, title 22, section 66273.1 et seq., and the requirements of this Final  
8 Judgment.

9 **Hazardous Waste Management – Labeling and Storage**

10 **5.6** Failing to properly mark, label, and store containers of HAZARDOUS WASTE at  
11 COVERED FACILITIES and failing to maintain all written documents relating to HAZARDOUS  
12 WASTE, as required by California Code of Regulations, title 22, section 66262.34 including,  
13 without limitation, failing to identify in writing, by composition, physical state, and approximate  
14 weight, all HAZARDOUS WASTE generated, accumulated, stored, transferred, treated, and/or  
15 otherwise MANAGED at each of the COVERED FACILITIES.

16 **Hazardous Waste Management – Accumulation Time**

17 **5.7** Failing to lawfully and timely dispose of all accumulated HAZARDOUS WASTE  
18 at each COVERED FACILITY, as required by California Code of Regulations, title 22, section  
19 66262.34.

20 **5.8** Failing to properly categorize each COVERED FACILITY as a small or large  
21 quantity generator pursuant California Code of Regulations, title 22, section 66262.34.

22 **5.9** Storing HAZARDOUS WASTE longer than allowed by law and failing to arrange  
23 for proper disposal every 90 day period for large quantity generator COVERED FACILITIES and  
24 every 180 day period for small quantity generator COVERED FACILITIES, as required by  
25 California Code of Regulations, title 22, section 66262.34.

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1 **Hazardous Waste Management – Transportation**

2 **5.10** Transporting, transferring custody of, or causing to be transported in California,  
3 any HAZARDOUS WASTE unless the transporter is properly licensed and registered to transport  
4 HAZARDOUS WASTE, as required by Health and Safety Code section 25163. This prohibition  
5 includes without limitation, HAZARDOUS WASTE, UNIVERSAL WASTE, and RCRA expired  
6 pharmaceuticals.

7 **5.11** Transporting, or causing to be transported, any HAZARDOUS WASTE to an  
8 unauthorized location in California, in violation of Health and Safety Code section 25189.5. This  
9 prohibition includes without limitation, HAZARDOUS WASTE, UNIVERSAL WASTE, and  
10 RCRA expired pharmaceuticals.

11 **5.12** Transporting, or causing to be transported, any UNIVERSAL WASTE to an  
12 unauthorized location in California, in violation of California Code of Regulations, title 22,  
13 sections 66273.50 to 66273.56.

14 **5.13** Failing to timely cause to be prepared and filed a HAZARDOUS WASTE  
15 manifest with the California Department of Toxic Substances Control (“Department”) for  
16 HAZARDOUS WASTE that is transported, or submitted for transportation, for offsite handling,  
17 treatment, storage, disposal, or any combination thereof, as provided by Health and Safety Code  
18 section 25160, subdivision (b)(1)-(3) and California Code of Regulations, title 22, section  
19 66262.23. If a treatment, storage, or disposal facility fails to return an executed manifest, QUEST  
20 must timely provide notice to the Department of such failure.

21 **Hazardous Waste Training**

22 **5.14** Failing to comply with employee-training obligations, as set forth in California  
23 Code of Regulations, title 22, sections 66265.16 and 66265.56, pertaining to the  
24 MANAGEMENT of HAZARDOUS WASTE, as well as those employee-training obligations set  
25 forth in California Code of Regulations, title 22, section 66273.36 (pertaining to the  
26 MANAGEMENT of UNIVERSAL WASTE) for each COVERED FACILITY.

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1                                   **Hazardous Materials Release Response Plan and Inventory Laws**

2           **5.15**   Failing to train employees as required by Health and Safety Code section  
3 25505(a)(4).

4           **5.16**   Failing to implement, maintain, and comply with an employee training program  
5 regarding hazardous materials as required by Health and Safety Code section 25505, subdivision  
6 (a)(4), and California Code of Regulations, title 19, section 2659.

7           **5.17**   Failing to immediately report the release of hazardous materials in violation of  
8 Health and Safety Code section 25510.

9   **Medical Waste Disposal**

10           **5.18**   Causing the disposal of MEDICAL WASTE at a facility not permitted to receive  
11 such WASTE, in violation of Health and Safety Code section 118340, subdivision (a).

12   **Medical Waste Management**

13           **5.19**   Failing to implement and maintain a MEDICAL WASTE MANAGEMENT plan  
14 for each COVERED FACILITY that generates MEDICAL WASTE, pursuant to Health and  
15 Safety Code sections 117710, 117935, 117943, 117960, and the related regulatory references.

16           **5.20**   Failing to separate MEDICAL WASTE at the point of origin, as required by  
17 Health and Safety Code section 118275, subdivision (a).

18           **5.21**   Failing to properly containerize and store MEDICAL WASTE, as required by  
19 Health and Safety Code section 118280 (biohazard bags) and 118285 (sharps WASTE).

20           **5.22**   Failing to ensure that MEDICAL WASTE is treated prior to disposal, as required  
21 by Health and Safety Code section 118215, subdivision (a).

22           **5.23**   Failing to MANAGE MIXED WASTE in accordance with Health and Safety Code  
23 section 117730.

24   **Medical Waste Management – Transportation**

25           **5.24**   Failing to transport MEDICAL WASTE using a registered HAZARDOUS  
26 WASTE hauler, as required by Health and Safety Code section 118025.

27           **5.25**   Failing to transport MEDICAL WASTE to a permitted MEDICAL WASTE  
28 treatment facility, as required by Health and Safety Code section 118000, subdivision (a).



1 Program to supplement the injunctive provisions of this Final Judgment:

2 **6.1 Waste Audit Program – Laboratory Facilities**

3 QUEST shall conduct a WASTE audit, performed by an AUDITOR, twice a YEAR, at  
4 least five (5) months apart, at each of their Laboratory facilities in California, as identified in  
5 Exhibit A, for a period of five (5) YEARS commencing on the EFFECTIVE DATE of this  
6 Judgment to ensure that no hazardous waste, medical waste, or confidential patient health  
7 information is disposed at a place not authorized by law. The AUDITOR shall identify and  
8 segregate any item that potentially violates the HAZARDOUS WASTE CONTROL LAW;  
9 MEDICAL WASTE MANAGEMENT ACT; the CONFIDENTIALITY OF MEDICAL  
10 INFORMATION ACT; and Defendants' Compliance Assurance Program. QUEST shall provide  
11 written notice within at least five (5) court days to the People, identified in Paragraph 9, prior to  
12 each WASTE audit required by this paragraph. The People may send an observer to the audit.

13 QUEST shall arrange for segregated items to be properly disposed. Upon completion of  
14 each WASTE audit, AUDITOR shall prepare the report described in Paragraph 6.3.

15 **6.2 Waste Audit Program – Patient Service Center Facilities**

16 A QUEST EXAMINER shall conduct WASTE audits at no fewer than 21 of its open  
17 Patient Service Centers in California, as identified in Exhibit A, every YEAR for a period of five  
18 (5) YEARS commencing on the EFFECTIVE DATE of this Judgment. These WASTE audits are  
19 intended to evaluate whether hazardous waste, medical waste, or confidential patient health  
20 information is being disposed at a place not authorized by law. The COVERED FACILITIES  
21 selected for WASTE audits shall vary by geographic location to allow for a sampling of both  
22 Northern and Southern California COVERED FACILITIES. The QUEST EXAMINER shall  
23 identify and segregate any item that potentially violates the HAZARDOUS WASTE CONTROL  
24 LAW; MEDICAL WASTE MANAGEMENT ACT; the CONFIDENTIALITY OF MEDICAL  
25 INFORMATION ACT; and QUEST'S Compliance Assurance Program. QUEST shall provide  
26 written notice within at least five (5) court days to the People, identified in Paragraph 9, prior to  
27 each WASTE audit required by this paragraph. The People may send an observer to the audit.

28 QUEST shall arrange proper disposal of segregated items. Upon completion of each

1 WASTE audit, the QUEST EXAMINER shall prepare the report described in Paragraph 6.3.

### 2 **6.3 Waste Audit Report**

3 Within ninety (90) days following each WASTE audit described in Paragraphs 6.1 and  
4 6.2, QUEST shall serve the People as identified in Paragraph 9 with a report prepared by the  
5 AUDITOR or QUEST EXAMINER with respect to the audits referenced in Paragraphs 6.1 and  
6 6.2. The ninety (90)-day deadline may be extended by agreement of the Parties. The report shall  
7 identify the location(s) audited, the audit date, and the specific audit findings by name, size and  
8 quantity. The AUDITOR or QUEST EXAMINER shall photograph each item and include in the  
9 report any photographs taken by the AUDITOR or QUEST EXAMINER.

10 Additionally, QUEST shall track all audits completed during the prior audit reporting  
11 period and performance of individual COVERED FACILITY by type of WASTE, evidence that  
12 it promptly engaged in best efforts to reinforce compliance after taking into account any findings  
13 regarding the MANAGEMENT and disposal of HAZARDOUS WASTE, MEDICAL WASTE, or  
14 PHI, and the ultimate disposition of any alleged improperly-disposed of items found during the  
15 audits.

16 QUEST shall use the audit findings to evaluate the success of their current programs and  
17 training, and revise such programs as may be necessary to reduce improper disposal of regulated  
18 WASTE, including reasonable enhanced trainings to relevant to employees that handle the  
19 improperly disposed of regulated WASTE.

### 20 **6.4 Annual Status Report**

21 Within the first ninety (90) days after the beginning of each new calendar YEAR, for five  
22 (5) YEARS following the EFFECTIVE DATE, QUEST shall provide the persons listed in  
23 Paragraph 9 with a statement regarding QUEST'S compliance with Paragraphs 4 through 6 of this  
24 Final Judgment. The statement shall include a summary description of the actions taken by  
25 QUEST pursuant to this Final Judgment in the previous calendar YEAR, and a copy of all  
26 HAZARDOUS WASTE inspection reports received by QUEST, including any reports prepared  
27 pursuant to Paragraph 6, notices of violation, notices to comply, and return to compliance  
28 statements, if any, issued to the Facilities during the prior calendar YEAR. The statement shall be

1 signed by a QUEST EXECUTIVE and include the following certification:

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

5 **6.5 Additional Injunctive Provisions**

6 As part of its obligation to comply with the requirements set forth in this Final Judgment,  
7 QUEST shall incorporate the following elements into its Compliance Assurance Program:

8 **Hazardous Waste**

9 **6.5.1.** With respect to each category of HAZARDOUS WASTE generated at COVERED  
10 FACILITIES, QUEST shall, in a manner commensurate with the responsibilities of QUEST  
11 PERSONNEL, provide training on identification and MANAGEMENT of such WASTE.

12 **6.5.2.** QUEST shall ensure that all QUEST PERSONNEL whose responsibilities include  
13 HAZARDOUS WASTE MANAGEMENT activities successfully complete the HAZARDOUS  
14 WASTE MANAGEMENT plan training required by this injunction and as required by law.  
15 QUEST shall provide such training to new QUEST PERSONNEL within thirty (30) calendar  
16 days of the new QUEST PERSONNEL'S first date of employment.

17 **6.5.3.** QUEST shall ensure that all QUEST PERSONNEL whose job functions include  
18 HAZARDOUS WASTE MANAGEMENT activities and have not completed the HAZARDOUS  
19 WASTE MANAGEMENT plan training requirements of this injunction are supervised unless and  
20 until the training has been completed.

21 **6.5.4.** QUEST shall ensure that all QUEST PERSONNEL whose job responsibilities  
22 include HAZARDOUS WASTE MANAGEMENT, annually receive HAZARDOUS WASTE  
23 MANAGEMENT training.

24 **6.5.5.** QUEST shall instruct QUEST PERSONNEL not to dispose of any HAZARDOUS  
25 WASTE into TRASH RECEPTACLES or DUMPSTERS and COMPACTORS.

26 **6.5.6.** QUEST shall implement a written plan to ensure that any regulatory or statutory  
27 changes in environmental compliance requirements, including, but not limited to, changes in  
28 chapter 6.5 of division 20 of the Health and Safety Code, or title 22, division 4.5, of the California



1 Code of Regulations, relevant to the responsibilities of QUEST PERSONNEL, are communicated  
2 to such QUEST PERSONNEL, including in writing via electronic or paper media and through  
3 any other means to ensure that QUEST PERSONNEL are adequately informed of regulatory or  
4 statutory changes in environmental compliance requirements.

#### 5 **Medical Waste**

6 **6.5.7.** With respect to each category of MEDICAL WASTE generated at COVERED  
7 FACILITIES, QUEST shall, in a manner commensurate with the responsibilities of QUEST  
8 PERSONNEL, provide training on identification and MANAGEMENT of such items. QUEST  
9 shall provide such training to new QUEST PERSONNEL within thirty (30) calendar days of the  
10 new QUEST PERSONNEL'S first date of employment.

11 **6.5.8.** QUEST shall ensure that all QUEST PERSONNEL whose responsibilities include  
12 MEDICAL WASTE MANAGEMENT activities successfully complete, on an annual basis, the  
13 MEDICAL WASTE MANAGEMENT plan training required by this Final Judgment and as  
14 required by law.

15 **6.5.9.** QUEST shall ensure that all QUEST PERSONNEL whose job functions include  
16 MEDICAL WASTE MANAGEMENT activities and have not completed the MEDICAL  
17 WASTE MANAGEMENT plan training requirements of this Final Judgment are supervised  
18 unless and until the training has been completed.

#### 19 **Protected Health Information**

20 **6.5.10.** QUEST shall maintain PHI disposal procedures that comply with the requirements  
21 of this paragraph. At a minimum, the PHI disposal procedures shall require QUEST  
22 PERSONNEL to shred or make undecipherable or unreadable, all PHI, which includes but is  
23 not limited to: (1) adhesive labels, whether or not attached to plastic specimen cups or other  
24 medical sample collection devices, containing any PATIENT information; (2) medical forms  
25 containing information such as test results; (3) lab reports; (4) drug screening registration forms;  
26 (5) insurance forms; (6) any other documents containing PATIENT information such as names,  
27 addresses, birthdates, testing information.

28 **6.5.11.** QUEST shall maintain designated destruction bins for the lawful disposal of PHI



1 amount owed to the remaining entities identified in **Exhibits B-D** shall also be delivered as  
2 directed above, for distribution pursuant to the terms of this Final Judgment.

3 **7.1.2. Civil Penalties:** Of the amount set forth in Section 7.1.1, QUEST shall pay  
4 THREE MILLION, NINE HUNDRED NINETY-NINE THOUSAND, FIVE HUNDRED  
5 DOLLARS (\$3,999,500.00) to the People as civil penalties pursuant to Health and Safety Code  
6 sections 25189 and 25515; Government Code section 26506; Civil Code section 56.36; and  
7 Business and Professions Code section 17206. Payment shall be made within twenty-one (21)  
8 calendar days from the EFFECTIVE DATE and in accordance with the terms in **Exhibits B-1**  
9 **and B-2**, attached and made a part of this Final Judgment by this reference.

10 **7.1.3. Supplemental Environmental Projects:** Of the amount set forth in Section 7.1.1,  
11 QUEST shall pay THREE HUNDRED THOUSAND DOLLARS (\$300,000.00) for supplemental  
12 environmental projects identified in **Exhibit C**. Payment shall be made within twenty-one (21)  
13 calendar days from the EFFECTIVE DATE and in accordance with the terms in **Exhibit C**,  
14 attached and made a part of this Final Judgment by this reference.

15 **7.1.4. Reimbursement of Costs of Investigation and Enforcement:** Of the amount set  
16 forth in Section 7.1.1, QUEST shall pay SEVEN HUNDRED THOUSAND DOLLARS  
17 (\$700,000.00) for reimbursement of attorneys' fees, costs of investigation, and other costs of  
18 enforcement to the entities identified in **Exhibits D-1 and D-2**. Payment shall be made within  
19 twenty-one (21) calendar days from the EFFECTIVE DATE and in accordance with the terms in  
20 **Exhibits D-1 and D-2**, attached and made a part of this Final Judgment by this reference.

21 **8. MATTERS COVERED BY THIS FINAL JUDGMENT ON CONSENT**

22 **8.1.** In connection with COVERED FACILITIES of QUEST listed on **Exhibit A** to the  
23 Final Judgment, this Final Judgment is a final and binding resolution and settlement of the claims,  
24 violations or causes of action asserted and/or alleged against QUEST by the People in the  
25 Complaint filed in this action.

26 **8.2.** The matters described in the previous subparagraph are "Covered Matters." Any  
27 claim, violation, or cause of action that is not a Covered Matter is a "Reserved Claim." The  
28 Parties each reserve the right to pursue any Reserved Claim and to defend against any Reserved

1 Claim. Reserved Claims include, but are not limited to, any claims or causes of action against  
2 QUEST for performance of cleanup, corrective action, or response action for any actual past or  
3 future releases, spills, or disposals of HAZARDOUS WASTE or hazardous substances at or from  
4 COVERED FACILITIES.

5 **8.3.** In any subsequent action that may be brought by the People based on any  
6 Reserved Claim, QUEST agrees that it will not assert that failing to pursue any Reserved Claim  
7 as part of this action constitutes claim-splitting, laches, or any other lack of timeliness, except for  
8 the statute of limitations.

9 **8.4.** QUEST covenants not to pursue any civil or administrative claims against the  
10 People or against any agency of the State of California, or against the Counties of Alameda, Los  
11 Angeles, Monterey, Orange, Sacramento, San Bernardino, San Joaquin, San Mateo, Ventura, and  
12 Yolo, or against any Unified Program Agency (“UPA”), or against any of their respective  
13 officers, employees, representatives, agents or attorneys arising out of any Covered Matter (unless  
14 such entities pursue claims against QUEST, in which case QUEST reserves all rights they have to  
15 assert any rights, claims, and defenses they may have). Notwithstanding the prior sentence, with  
16 regard to the People, QUEST may seek determinations from the Court regarding the provisions of  
17 this Final Judgment pursuant to its terms.

18 **8.5.** In the event litigation is filed by an entity or individual that is not a party to this  
19 action against QUEST arising out of or related to a Covered Matter, QUEST shall notify the  
20 People of such litigation within sixty (60) calendar days following service of such litigation upon  
21 QUEST. Upon such timely notice, the People will promptly undertake a good faith effort to  
22 determine whether the subsequent litigation is barred by the terms of this Final Judgment or the  
23 principle of res judicata. If the People determine that the subsequent litigation is barred by the  
24 terms of this Final Judgment on Consent or the principle of res judicata, the People may appear in  
25 person or in writing in such subsequent litigation to explain the People’s view of the effect of this  
26 Final Judgment. In no event shall the People’s failure to take a position on whether such  
27 subsequent litigation is barred by the terms of this Final Judgment establish or serve as evidence  
28 that such subsequent litigation is not so barred.

1           **9.    NOTICE**

2           All submissions and notices required by this Final Judgment shall be sent to:

3                       **For the People:**

4                       Amy J. Anderson  
5                       Deputy Attorney General  
6                       Office of the Attorney General  
7                       600 W. Broadway, Ste. 1900  
8                       San Diego, CA 92101  
9                       Amy.Anderson@doj.ca.gov

10                      Celeste Kaisch  
11                      Deputy District Attorney  
12                      San Joaquin County District Attorney's Office  
13                      222 E. Weber Ave., Room 202  
14                      Stockton, CA 95202  
15                      Celeste.Kaisch@sjcda.org

16                      Stephanie B. Weissman  
17                      Deputy District Attorney  
18                      San Bernardino County District Attorney's Office  
19                      303 W. Third St., Fifth Floor  
20                      San Bernardino, CA 92415  
21                      SWeissman@sbcda.org

22                      **For QUEST:**

23                      Paul L. Kattas  
24                      Executive Director and Assistant General Counsel  
25                      Quest Diagnostics  
26                      500 Plaza Drive  
27                      Secaucus, NJ 07094  
28                      Paul.L.Kattas@QuestDiagnostics.com

                      David R. Callaway  
                      Glenn Agre Bergman & Fuentes  
                      44 Montgomery Street, Suite 2410  
                      San Francisco, CA 94104  
                      dcallaway@glennagre.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 via United States mail or electronic mail, as provided in this paragraph, are effective upon delivery.

//

1           **10. EFFECT OF FINAL JUDGMENT ON CONSENT**

2           Except as expressly provided in this Final Judgment, nothing is intended nor shall it be  
3 construed to preclude the People, or any state, county, city, or local agency, department, board of  
4 entity, or any UPA from exercising its authority under any law, statute or regulation.  
5 Furthermore, nothing in this Final Judgment shall be construed to excuse QUEST from  
6 compliance with any applicable federal, state, and local laws and regulations. Except as expressly  
7 provided in this Final Judgment, QUEST retains all of their rights, claims, and defenses to the  
8 exercise of the aforementioned authority. Notwithstanding the foregoing, to the extent QUEST  
9 believes any claim, demand, order, notice of violation, or other administrative, civil, or criminal  
10 action by any local or state government agency or authority conflicts with the express terms of  
11 this Final Judgment on Consent, QUEST shall provide timely notice to the People, and the People  
12 may take such action as they deem appropriate in their sole discretion. Nothing in this paragraph  
13 is intended to limit QUEST’S right to apply to this Court to resolve such a conflict and/or to  
14 modify of this Final Judgment.

15           **11. NON-LIABILITY OF THE PEOPLE**

16           The People shall not be liable for any injury or damage to persons or property resulting  
17 from acts or omissions by QUEST or their directors, officers, employees, agents, representatives,  
18 or contractors in carrying out activities pursuant to the Final Judgment, nor shall the People be  
19 held as a party to or guarantor of any contract entered into by QUEST or their directors, officers,  
20 employees, agents, representatives, or contractors in carrying out the requirements of the Final  
21 Judgment.

22           **12. NO WAIVER OF RIGHT TO ENFORCE**

23           The decision of the People not to enforce any provision of the Final Judgment shall neither  
24 be deemed a waiver of such provision nor in any way affect the validity of the Final Judgment.  
25 The People are not precluded from enforcing the same or any other provision of the Final  
26 Judgment. Except as expressly provided in the Final Judgment, QUEST retains all rights, claims  
27 and defenses allowed by law to any such later enforcement. No oral advice, guidance,  
28 suggestions, or comments by employees or officials of any Party regarding matters covered in the

1 Final Judgment on Consent shall be construed to relieve any Party of its obligations under the  
2 Final Judgment.

3 **13. FUTURE REGULATORY CHANGES**

4 Nothing in the Final Judgment shall excuse QUEST from meeting any more stringent  
5 requirements that may be imposed by applicable law or by any changes in the applicable law. To  
6 the extent future statutory and regulatory changes occur and the People and QUEST concur that  
7 such changes make QUEST'S obligations under law less stringent than those provided for in this  
8 Final Judgment and that as a result QUEST'S obligations in that regard under this Final Judgment  
9 should be modified accordingly, the Parties may jointly petition the Court for modifications of  
10 this Final Judgment commensurate with those changes in the law. If the Parties do not concur,  
11 QUEST may apply to this Court on noticed motion for modification of those obligations  
12 contained herein.

13 **14. APPLICATION OF FINAL JUDGMENT ON CONSENT**

14 This Final Judgment shall apply to and be binding upon the People and upon QUEST,  
15 including their respective successors and assigns. QUEST represents that QUEST'S  
16 representative has the authority to bind QUEST to the terms of this Final Judgment, and that  
17 QUEST officers and managers have the authority to make any representations, submissions, or  
18 certifications required or permitted by the terms of this Final Judgment.

19 Unless otherwise specified herein or as required by law, all of QUEST'S requirements or  
20 obligations pursuant to this Final Judgment shall take effect as of the EFFECTIVE DATE.

21 **15. CONTINUING JURISDICTION**

22 This Court shall retain continuing jurisdiction to enforce the terms of the Final Judgment  
23 and to address any other matters or disputes arising out of or regarding the Final Judgment. The  
24 Parties shall meet and confer at least ten (10) business days prior to the filing of any application  
25 or motion relating to this Final Judgment on Consent, and shall negotiate in good faith in an effort  
26 to resolve any dispute without judicial intervention; provided, however, that the ten (10) business  
27 day period referenced above shall be shortened to five (5) business days regarding any alleged  
28 violation of Paragraphs 4 through 6 of this Final Judgment. If the Parties are unable to resolve

1 their dispute after meet-and-confer discussions, any Party may move this Court seeking a  
2 resolution of that dispute by the Court.

3 **16. ABILITY TO INSPECT AND COPY RECORDS AND DOCUMENTS**

4 On reasonable notice, QUEST shall produce QUEST’S records and documents regarding  
5 QUEST’S MANAGEMENT of HAZARDOUS WASTE, MEDICAL WASTE, or PHI to the  
6 People and the AUDITOR.

7 Nothing in this Final Judgment is intended or shall be construed to limit in any way the  
8 right of entry or inspection that any agency may otherwise have by operation of any law.

9 **17. PAYMENT OF LITIGATION EXPENSES AND FEES**

10 QUEST shall pay their own attorney fees, expert witness fees and costs, and all other costs  
11 of litigation and investigation incurred to date.

12 **18. DECLARATION UNDER PENALTY OF PERJURY**

13 Whenever the Final Judgment requires a declaration or certification by QUEST  
14 EXECUTIVE, such declaration or certification shall include the following language:

15 “To the best of my knowledge, based on information and belief and after  
16 reasonable investigation, I declare (or certify) under penalty of perjury that the  
17 information contained in or accompanying this submission is true, accurate, and  
18 complete. I am aware that there may be civil and criminal penalties for knowingly  
19 submitting false information.”

20 **19. INTERPRETATION**

21 The Final Judgment was drafted by the respective Parties. The Parties agree that the rule of  
22 construction holding that ambiguity is construed against the drafting party shall not apply to the  
23 interpretation of the Final Judgment.

24 **20. INTEGRATION**

25 The Final Judgment constitutes the entire agreement between the Parties and may not be  
26 amended or supplemented except as provided for in the Final Judgment. No oral representations  
27 have been made or relied upon other than as expressly set forth herein.

28 **21. MODIFICATION OF FINAL JUDGMENT**

This Final Judgment may be modified only on noticed motion by one of the Parties with  
approval of the Court, or upon written consent by all of the Parties and the approval of the Court.



1           **22. FORCE MAJEURE**

2           It is not a breach of QUEST’S obligations under Paragraph 4 through Paragraph 6 of this  
3 Final Judgment if QUEST is unable to perform due to a *Force Majeure* event. A *Force Majeure*  
4 event is any event that arises beyond the control of QUEST that prevents the performance of such  
5 an obligation despite QUEST’S timely and diligent efforts to fulfill the obligation. A *Force*  
6 *Majeure* event does not include financial inability to fund or complete the obligation, any failure  
7 by QUEST’S suppliers, contractors, subcontractors or other persons contracted to perform the  
8 obligation for or on behalf of QUEST (unless their failure to do so is itself due to a *Force*  
9 *Majeure* event), nor does it include circumstances that could have been avoided if QUEST had  
10 complied with preventative requirements imposed by law, regulation or ordinance. Without  
11 limitation, a *Force Majeure* event includes (a) pandemics, quarantines, civil unrest, war, power  
12 outages, concerted labor slow-downs, stoppages, and strikes, fires, and natural disasters such as  
13 wildfires (whether or not human-caused), floods, earthquakes, and extreme weather, and any  
14 action, regulation, order, restriction or public advisory recommendation issued or imposed by any  
15 governmental entity or official (whether federal, state, local or international) and/or (b) any event  
16 constituting a *Force Majeure* event under California common law.

17           **22.1.** If QUEST claims a *Force Majeure* event, they shall notify the People in writing  
18 within five (5) business days of when QUEST first learns that the event will prevent performance  
19 of an obligation in Paragraph 6. Within fourteen (14) calendar days after the date of the written  
20 notice to the People, QUEST shall provide to the People a written explanation and description of  
21 the reasons for the prevention of performance, all actions taken or to be taken to prevent or  
22 mitigate the non-performance, the anticipated date for performance, an explanation of why the  
23 event is a *Force Majeure* event, and any documentation to support QUEST’S explanation. Within  
24 fourteen (14) calendar days of receipt of such explanation, the People will notify QUEST in  
25 writing whether the People agree or disagree with QUEST’S assertion of a *Force Majeure* event.  
26 If the Parties do not agree that a particular delay or lack of performance is attributable to a *Force*  
27 *Majeure* event, either Party may petition the Court to resolve the dispute. If either Party petitions  
28 the Court to resolve the dispute, it will neither preclude nor prejudice the People from bringing a

1 motion to enforce any of the provisions of Paragraph 6 against QUEST. Nothing in this Paragraph  
2 shall preclude the Parties from informally resolving any dispute regarding a *Force Majeure* event.

3       **22.2** The time for performance of the obligations under Paragraph 6 of this Final  
4 Judgment that are affected by a *Force Majeure* event will be extended for such time as is  
5 necessary to complete those obligations. An extension of the time for performance of the  
6 obligations affected by the *Force Majeure* event shall not, of itself, extend the time for  
7 performance of any other obligation.

8       **22.3** If the People choose to enforce the provisions of Paragraph 6 of this Final  
9 Judgment against QUEST for the failure to perform in spite of QUEST'S claim of a *Force*  
10 *Majeure* event, QUEST may raise the claimed *Force Majeure* event as a defense to such an action  
11 and shall have the burden of proof to demonstrate the *Force Majeure* event.

12       **23. TERMINATION OF INJUNCTIVE TERMS OF FINAL JUDGMENT**

13       **23.1.** At any time after this Final Judgment has been in effect for five (5) YEARS  
14 following the EFFECTIVE DATE, and QUEST has paid and expended any and all amounts due  
15 under this Final Judgment, and have maintained substantial compliance with the injunctive  
16 provisions of Paragraphs 4 through 6 of this Final Judgment, QUEST may file a motion  
17 requesting a Court order that the injunctive provisions of Paragraphs 4 through 6 shall have no  
18 prospective force or effect based on QUEST'S showing of substantial compliance with the  
19 injunctive provisions of this Final Judgment. QUEST shall notify the People in writing of their  
20 intent to file the motion at least sixty (60) calendar days prior to filing the motion. After QUEST  
21 has served on the People written notice of their intent to file a motion to terminate the injunctive  
22 provisions of this Final Judgment on Consent, the Parties agree that they will meet and confer  
23 within fifteen (15) calendar days of the People's receipt of such written notice to discuss the  
24 proposed motion and QUEST'S compliance with the injunctive provisions of this Final Judgment  
25 on Consent, and to determine if a stipulation for termination can be reached.

26       **23.2.** In the event that QUEST files a motion to terminate the injunctive provisions of  
27 the Final Judgment, the motion shall be served on the People no later than ninety (90) calendar  
28 days prior to the hearing date. None of the injunctive provisions of this Final Judgment will

1 terminate prior to the Court's final ruling on QUEST'S motion. The People may file an  
2 opposition to such motion within forty-five (45) days of receipt of the QUEST'S noticed motion.  
3 If there is an opposition, QUEST shall file any reply within twenty-one (21) days of service of  
4 any opposition by the People. In the event that the People do not file an opposition to the motion,  
5 that non-opposition shall not constitute a waiver or estoppel of the People's authority to otherwise  
6 enforce any violation of law or of the injunction prior to its termination, and shall have no  
7 evidentiary effect. The Parties agree that the Court may grant QUEST'S motion upon determining  
8 that QUEST has demonstrated that they have paid any and all amounts due under this Final  
9 Judgment and have maintained substantial compliance with the injunctive provisions set forth in  
10 this Final Judgment. If the Court does not grant the QUEST'S motion or does not grant a  
11 termination of all injunctive requirements of Paragraphs 4 through 6, QUEST may file a  
12 subsequent motion asking for termination of the unterminated injunctive provisions, consistent  
13 with the terms of this Paragraph, provided that such motion is filed no sooner than one (1) YEAR  
14 after the Court issues its order denying QUEST'S prior motion, or sooner if permitted by the  
15 Court.

16 **23.3.** In the event the injunction provisions set forth herein are terminated upon  
17 QUEST'S motion or for any other reason, the termination of those provisions of this Final  
18 Judgment shall have no effect on QUEST'S obligation to comply with all applicable requirements  
19 imposed by statute, regulation, ordinance, or law, or on the People's right to investigate or  
20 enforce the Reserved Claims.

21  
22 **IT IS ORDERED, ADJUDGED, AND DECREED THAT THE FINAL JUDGMENT AND**  
23 **PERMANENT INJUNCTION ON CONSENT BE ENTERED AS PROVIDED HEREIN.**

24  
25 Dated: Exhibit A to the Stipulation For Entry of Final Judgment and Permanent Injunction  
26 JUDGE OF THE SUPERIOR COURT

27  
28

**EXHIBIT A**  
**COVERED FACILITIES**

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**EXHIBIT A - Quest Covered Facilities**

	ADDRESS	CITY	COUNTY	OPEN DATE	CLOSE DATE
1	2111 Whitehall Pl, Ste D	Alameda	Alameda	10/29/03	
2	2999 Regent St, Stes 100 & 102	Berkeley	Alameda	8/1/15	
3	20400 Lake Chabot Rd, Ste 101	Castro Valley	Alameda	7/21/03	
4	4440 Tassajara Rd	Dublin	Alameda	4/29/19	
5	7499 Dublin Blvd	Dublin	Alameda	10/6/17	11/5/19
6	2191 Mowry Ave, Ste 500B	Fremont	Alameda	11/4/03	
7	39273 Liberty St	Fremont	Alameda	2/11/13	
8	556 Mowry Ave, Ste 103	Fremont	Alameda	11/4/03	7/24/20
9	1 Southland Mall Dr, Ste 718	Hayward	Alameda	11/4/03	
10	1090 E Stanley Blvd	Livermore	Alameda	11/4/03	
11	2700 International Blvd, Ste 15	Oakland	Alameda	11/4/03	9/10/20
12	3300 Webster St, Ste 103	Oakland	Alameda	3/20/14	2/12/21
13	3300 Webster St, Ste 109	Oakland	Alameda	12/1/20	
14	3300 Webster St, Ste 1110	Oakland	Alameda	7/3/03	2/21/20
15	3300 Webster St, Ste 601	Oakland	Alameda	9/28/20	2/1/21
16	388 9th St, Ste 218A	Oakland	Alameda	11/4/03	
17	6955 Foothill Blvd, Ste 230	Oakland	Alameda	11/5/03	5/30/17
18	7200 Bancroft Ave, Ste 2686	Oakland	Alameda	5/31/17	
19	5720 Stoneridge Mall Rd, Ste 110	Pleasanton	Alameda	11/4/03	
20	13847 E 14th St, Ste 111	San Leandro	Alameda	7/21/03	
21	12110 Industry Blvd	Jackson	Amador	11/8/17	
22	223 Clinton Rd, Ste 203	Jackson	Amador	1/1/00	
23	101 Raley Blvd, Ste 100	Chico	Butte	4/4/05	
24	250 Cohasset Rd, Ste 20	Chico	Butte	7/21/03	2/25/22
25	670 Rio Lindo Ave, Ste 500	Chico	Butte	8/1/15	
26	2451 Oro Dam Blvd E	Oroville	Butte	9/20/04	8/11/17
27	670 Oro Dam Blvd E, Ste 103	Oroville	Butte	8/15/17	
28	6460 Pentz Rd, Ste B	Paradise	Butte	9/26/22	
29	6573 Clark Rd, Ste A	Paradise	Butte	7/31/03	11/23/20
30	1025 Bridge St	Colusa	Colusa	7/20/09	
31	4049 Lone Tree Wy, Ste F	Antioch	Contra Costa	4/28/97	
32	1181 Central Blvd, Ste C	Brentwood	Contra Costa	10/29/03	
33	2425 East St, Ste 6	Concord	Contra Costa	1/1/00	9/16/22
34	2600 Willow Pass Rd	Concord	Contra Costa	10/27/17	8/31/18
35	4383 Clayton Rd, Ste 20	Concord	Contra Costa	11/1/21	
36	3496 Camino Tassajara	Danville	Contra Costa	10/2/17	
37	913 San Ramon Valley Blvd, Ste 184	Danville	Contra Costa	10/31/03	9/30/17
38	500 Alfred Nobel Dr, Ste 115	Hercules	Contra Costa	7/5/05	
39	3540 Mt Diablo Blvd	Lafayette	Contra Costa	10/25/17	10/20/20
40	3800 Mt Diablo Blvd, Ste 104	Lafayette	Contra Costa	7/3/03	
41	15 Altarinda Rd, Ste 200	Orinda	Contra Costa	7/3/03	9/13/16
42	2250 Gladstone Dr, Ste 5	Pittsburg	Contra Costa	11/4/03	
43	401 Gregory Ln, Ste 146	Pleasant Hill	Contra Costa	1/1/00	
44	2101 Vale Rd, Ste 102	San Pablo	Contra Costa	7/3/03	
45	11050 Bollinger Canyon Rd	San Ramon	Contra Costa	2/1/17	
46	12901 Alcosta Blvd, Ste A	San Ramon	Contra Costa	11/5/03	2/27/17
47	2505 San Ramon Valley Blvd	San Ramon	Contra Costa	2/1/17	
48	108 La Casa Via, Ste 105	Walnut Creek	Contra Costa	8/1/15	
49	3450 Palmer Dr, Ste 7B-7	Cameron Park	El Dorado	10/23/03	
50	4987 Golden Foothill Pkwy, Ste 200	El Dorado Hills	El Dorado	6/24/13	
51	3105 Cedar Ravine Rd, Ste 101	Placerville	El Dorado	10/24/03	
52	1650 Herndon Ave	Clovis	Fresno	7/31/17	
53	2187 Herndon Ave	Clovis	Fresno	10/1/19	
54	255 W Bullard Ave, Ste 107	Clovis	Fresno	1/1/00	7/31/17
55	275 W Herndon Ave	Clovis	Fresno	9/26/16	
56	684 Medical Center Dr E, Ste 101	Clovis	Fresno	10/30/03	4/30/19
57	1165 Phelps Ave, Ste 107	Coalinga	Fresno	10/30/03	12/24/21
58	155 S 5th St	Coalinga	Fresno	8/30/21	
59	1275 E Spruce Ave, Ste 102	Fresno	Fresno	1/24/05	

**EXHIBIT A - Quest Covered Facilities**

	ADDRESS	CITY	COUNTY	OPEN DATE	CLOSE DATE
60	2210 E Illinois Ave, Ste 504	Fresno	Fresno	11/10/03	3/4/14
61	2841 Tulare St	Fresno	Fresno	10/30/03	
62	2841 Tulare St	Fresno	Fresno	7/11/14	1/6/17
63	3741 W Shaw Ave	Fresno	Fresno	3/1/17	
64	4182 N 1st St, Ste 103	Fresno	Fresno	10/31/03	
65	4739 W Shaw Ave, Ste 104	Fresno	Fresno	9/30/12	9/16/17
66	6307 N Fresno St, Ste 101	Fresno	Fresno	10/30/03	
67	7035 N West Ave, Ste 107	Fresno	Fresno	5/31/05	
68	7050 N Recreation Ave, Ste 104	Fresno	Fresno	10/10/05	
69	7075 N Maple Ave, Ste 104	Fresno	Fresno	11/12/07	
70	7355 N Palm Ave, Ste 106	Fresno	Fresno	2/1/17	
71	8949 N Cedar Ave	Fresno	Fresno	10/20/17	11/1/22
72	177 S Madera Ave	Kerman	Fresno	10/30/03	
73	789 N Reed Ave	Reedley	Fresno	5/12/14	
74	2570 Jensen Ave, Ste 101	Sanger	Fresno	10/31/03	1/14/17
75	2675 Jensen, Ste B	Sanger	Fresno	12/1/16	
76	1122 Rose Ave, Ste 2	Selma	Fresno	9/1/09	1/11/22
77	2256 Dockery Ave, Ste B	Selma	Fresno	8/16/21	
78	1361 Cortina Dr	Orland	Glenn	10/2/16	
79	756 E Walker St	Orland	Glenn	10/29/07	10/6/16
80	2460 Buhne St	Eureka	Humboldt	7/21/03	4/28/15
81	751 W Legion Rd, Ste 202	Brawley	Imperial	1/5/04	
82	1635 W Main St	El Centro	Imperial	1/5/04	
83	10764 San Pablo Ave	El Cerrito	Imperial	3/23/09	6/2/21
84	2001 17th St	Bakersfield	Kern	12/1/03	
85	2323 16th St, Ste 201	Bakersfield	Kern	6/24/13	9/27/14
86	2731 H St, Ste B	Bakersfield	Kern	6/24/13	5/24/14
87	3535 San Dimas St, Ste 18	Bakersfield	Kern	12/1/03	
88	4500 Coffee Rd	Bakersfield	Kern	4/27/17	4/27/17
89	500 Old River Rd, Ste 100	Bakersfield	Kern	8/2/14	9/6/14
90	6001 Truxtun Ave, Ste 120	Bakersfield	Kern	6/24/13	3/31/14
91	9500 Stockdale Hwy, Ste 102	Bakersfield	Kern	7/16/09	
92	9900 Stockdale Hwy, Ste 108	Bakersfield	Kern	6/24/13	
93	9908 Brimhall, Ste 103	Bakersfield	Kern	9/20/17	
94	15580 O St	Mojave	Kern	4/27/20	5/10/23
95	121 E Ridgecrest Blvd	Ridgecrest	Kern	11/2/20	3/25/21
96	1535 N China Lake Blvd, Ste C	Ridgecrest	Kern	1/15/15	11/19/20
97	1539 N China Lake Blvd, #B	Ridgecrest	Kern	3/1/21	
98	807d Tucker Rd, Ste D	Tehachapi	Kern	4/5/05	
99	1120 N Irwin St	Hanford	Kings	10/30/03	8/25/21
100	325 Mall Dr	Hanford	Kings	8/20/21	
101	450 Kings County Dr, Ste 103	Hanford	Kings	8/16/04	9/7/21
102	1071 11th St	Lakeport	Lake	9/20/17	9/20/17
103	5124 Hill Rd E	Lakeport	Lake	10/27/03	
104	29525 Canwood St, Ste 101	Agoura Hills	Los Angeles	10/29/17	
105	29525 Canwood St, Ste 203	Agoura Hills	Los Angeles	2/26/04	10/16/18
106	1411 S Garfield Ave, Ste 100	Alhambra	Los Angeles	12/3/18	
107	723 S Garfield Ave, Ste 301	Alhambra	Los Angeles	4/21/04	11/28/18
108	301 W Huntington Dr, Ste 413	Arcadia	Los Angeles	2/27/04	
109	612 W Duarte Rd, Ste 104	Arcadia	Los Angeles	5/31/15	
110	10230 Artesia Blvd, Ste 305	Bellflower	Los Angeles	2/27/04	
111	150 N Robertson Blvd, Ste 260	Beverly Hills	Los Angeles	5/1/02	
112	435 N Bedford Dr, Ste 112	Beverly Hills	Los Angeles	6/30/03	
113	8501 Wilshire Blvd, Ste 305	Beverly Hills	Los Angeles	6/21/12	
114	191 S Buena Vista, Ste 175	Burbank	Los Angeles	7/26/19	7/26/19
115	201 S Buena Vista St, Ste 125	Burbank	Los Angeles	10/29/17	4/1/21
116	201 S Buena Vista St, Ste 225	Burbank	Los Angeles	8/3/20	
117	2601 W Alameda Ave, Ste 114	Burbank	Los Angeles	2/27/04	
118	2701 W Alameda Ave, Ste 200	Burbank	Los Angeles	11/1/17	5/22/18

**EXHIBIT A - Quest Covered Facilities**

	<b>ADDRESS</b>	<b>CITY</b>	<b>COUNTY</b>	<b>OPEN DATE</b>	<b>CLOSE DATE</b>
119	2701 W Alameda Ave, Ste 304	Burbank	Los Angeles	10/29/17	1/5/19
120	2701 W Alameda Ave, Ste 406	Burbank	Los Angeles	6/1/18	
121	554 E San Bernardino Rd, Ste 103	Covina	Los Angeles	2/27/04	
122	3831 Hughes Ave, Ste 503	Culver City	Los Angeles	11/21/00	12/6/17
123	750 N Diamond Bar Blvd, Ste 110	Diamond Bar	Los Angeles	7/13/04	
124	10800 Paramount Blvd, Ste 103	Downey	Los Angeles	2/27/04	
125	11525 Brookshire Ave, Ste 401	Downey	Los Angeles	2/27/04	
126	1500 S Central Ave, Ste 102	Glendale	Los Angeles	6/24/13	9/13/17
127	1500 S Central Ave, Ste 326	Glendale	Los Angeles	8/23/17	
128	3600 N Verdugo Rd, Ste 303	Glendale	Los Angeles	2/28/04	
129	800 S Central Ave, Ste 205	Glendale	Los Angeles	2/27/04	
130	801 S Chevy Chase Dr, Ste 50	Glendale	Los Angeles	9/20/04	
131	210 S Grand Ave, Ste 124	Glendora	Los Angeles	2/27/04	
132	17138 Colima Rd, Ste A	Hacienda Heights	Los Angeles	2/27/04	
133	4477 W 118th St, Ste 102	Hawthorne	Los Angeles	2/27/04	
134	323 N Prairie Ave, Ste 117	Inglewood	Los Angeles	2/27/04	
135	3233 Foothill Blvd	La Crescenta	Los Angeles	11/6/17	10/22/22
136	1600 Foothill Blvd	La Verne	Los Angeles	10/27/17	9/18/17
137	1629 W Avenue J, Ste 102	Lancaster	Los Angeles	5/1/02	
138	1043 Elm Ave, Ste 410	Long Beach	Los Angeles	2/29/04	
139	1760 Termino Ave, Ste 200	Long Beach	Los Angeles	7/28/15	
140	2650 Elm Ave, Stes 101 & 102	Long Beach	Los Angeles	7/22/15	
141	2865 Atlantic Ave, Ste 103	Long Beach	Los Angeles	7/28/15	1/29/16
142	2880 Atlantic Ave, Ste 270	Long Beach	Los Angeles	2/28/04	
143	3816 Woodruff Ave, Ste 306	Long Beach	Los Angeles	2/28/04	
144	5830 Downey Ave	Long Beach	Los Angeles	2/27/04	
145	701 E 28th St, Ste 310	Long Beach	Los Angeles	7/28/15	7/6/21
146	1127 Wilshire Blvd, Ste 1512	Los Angeles	Los Angeles	2/28/04	
147	1414 S Grand Ave, Ste 180	Los Angeles	Los Angeles	2/28/04	
148	1632 E Cesar Chavez Ave	Los Angeles	Los Angeles	2/27/04	
149	2080 Century Park E, Ste 1201	Los Angeles	Los Angeles	2/27/04	
150	2105 Beverly Blvd, Ste 105	Los Angeles	Los Angeles	2/28/04	
151	4036 S Centinela Ave	Los Angeles	Los Angeles	3/1/17	
152	420 E 3rd St, Ste 802	Los Angeles	Los Angeles	2/27/04	
153	4520 W Sunset Blvd	Los Angeles	Los Angeles	11/8/17	1/30/23
154	500 S Virgil Ave, Ste 202	Los Angeles	Los Angeles	11/29/12	
155	8600 W 3rd St	Los Angeles	Los Angeles	12/1/03	10/20/17
156	8631 W 3rd St, Ste 530E	Los Angeles	Los Angeles	7/29/14	1/6/17
157	10747 Long Beach Blvd, Unit 1	Lynwood	Los Angeles	8/1/17	
158	3737 Martin Luther King Jr Blvd, Ste 333	Lynwood	Los Angeles	2/28/04	12/15/17
159	855 Manhattan Beach Blvd, Ste 206	Manhattan Beach	Los Angeles	2/28/04	4/2/14
160	11550 Indian Hills Rd, Ste 230	Mission Hills	Los Angeles	10/29/17	6/28/19
161	14901 Rinaldi St, Ste 314	Mission Hills	Los Angeles	2/28/04	
162	2527 Via Campo	Montebello	Los Angeles	2/9/19	
163	433 N 4th St, Ste 212	Montebello	Los Angeles	2/28/04	2/9/19
164	24160 Lyons Ave	Newhall	Los Angeles	7/3/17	
165	12626 Riverside Dr, Ste 511	North Hollywood	Los Angeles	2/28/04	
166	18250 Roscoe Blvd, Ste 120	Northridge	Los Angeles	2/28/04	8/7/18
167	18350 Roscoe Blvd, Ste 603	Northridge	Los Angeles	5/10/18	
168	18350 Roscoe Blvd, Ste 712	Northridge	Los Angeles	6/24/13	8/3/18
169	18433 Roscoe Blvd, Ste 105	Northridge	Los Angeles	6/24/13	6/30/14
170	41230 11th St W, Ste D	Palmdale	Los Angeles	12/31/14	
171	843 Auto Center Dr, Ste A	Palmdale	Los Angeles	12/1/03	
172	1845 N Fair Oaks Ave, Ste P301	Pasadena	Los Angeles	12/1/04	
173	50 Bellefontaine St, Ste 101	Pasadena	Los Angeles	2/29/04	
174	65 N Madison Ave, Ste 305	Pasadena	Los Angeles	2/28/04	
175	960 E Green St, Ste 164	Pasadena	Los Angeles	2/29/04	
176	12746 W Jefferson Blvd, Ste 3150	Playa Vista	Los Angeles	10/11/19	
177	250 W Bonita Ave Bldg A, Ste 130	Pomona	Los Angeles	11/1/04	

**EXHIBIT A - Quest Covered Facilities**

	ADDRESS	CITY	COUNTY	OPEN DATE	CLOSE DATE
178	520 N Prospect Ave, Ste 305	Redondo Beach	Los Angeles	2/29/04	
179	883 Silver Spur Rd	Rolling Hills Estates	Los Angeles	6/28/17	
180	1330 W Covina Blvd, Ste 205	San Dimas	Los Angeles	2/29/04	
181	416 W Las Tunas Dr, Ste 204	San Gabriel	Los Angeles	2/29/04	
182	1221 Gaffey St	San Pedro	Los Angeles	2/21/17	9/22/17
183	1294 W 6th St, Ste 206	San Pedro	Los Angeles	2/29/04	
184	16550 Soledad Canyon Rd	Santa Clarita	Los Angeles	10/20/17	
185	24305 Town Center Dr, Ste 140	Santa Clarita	Los Angeles	2/29/04	
186	1260 15th St, Ste 901	Santa Monica	Los Angeles	2/29/04	
187	4849 Van Nuys Blvd, Ste 208	Sherman Oaks	Los Angeles	7/7/97	
188	4955 Van Nuys Blvd, Ste 611	Sherman Oaks	Los Angeles	11/1/17	
189	12660 Riverside Dr, Ste 230	Studio City	Los Angeles	10/29/17	12/6/19
190	18370 Burbank Blvd, Ste 108	Tarzana	Los Angeles	2/29/04	
191	5525 Etiwanda Ave, Ste 201	Tarzana	Los Angeles	10/29/17	6/28/19
192	5525 Etiwanda Ave, Ste 211	Tarzana	Los Angeles	9/10/18	6/14/19
193	5525 Etiwanda Ave, Ste 307	Tarzana	Los Angeles	1/1/00	
194	23441 Madison St, Ste 300	Torrance	Los Angeles	2/29/04	
195	3500 Lomita Blvd, Ste 104	Torrance	Los Angeles	2/29/04	
196	4201 Torrance Blvd, Ste 300	Torrance	Los Angeles	2/29/04	
197	6540 Foothill Blvd	Tujunga	Los Angeles	2/28/23	5/8/23
198	7789 Foothill Blvd	Tujunga	Los Angeles	11/3/17	9/27/22
199	25850 The Old Rd	Valencia	Los Angeles	7/3/17	
200	27875 Smyth Dr, Ste 102	Valencia	Los Angeles	10/25/17	10/25/17
201	14624 Sherman Wy, Ste 101	Van Nuys	Los Angeles	6/24/13	
202	15243 Vanowen St, Ste 506	Van Nuys	Los Angeles	2/29/04	1/9/15
203	1135 S Sunset Ave, Ste 400	West Covina	Los Angeles	11/15/04	
204	7230 Medical Center Dr, Ste 605	West Hills	Los Angeles	1/1/00	
205	7345 Medical Center Dr, Ste 500	West Hills	Los Angeles	10/30/17	
206	1220 La Venta Dr, Ste 201	Westlake Village	Los Angeles	12/1/03	
207	15141 Whittier Blvd, Ste 125	Whittier	Los Angeles	7/13/99	
208	8135 Painter Ave, Ste 104	Whittier	Los Angeles	2/29/04	5/27/17
209	8135 Painter Ave, Ste 301	Whittier	Los Angeles	5/15/17	
210	341 Trinity Ave	Chowchilla	Madera	10/30/03	
211	363 E Almond Ave, Ste 107	Madera	Madera	6/28/99	
212	48677 Victoria Ln	Oakhurst	Madera	6/1/15	5/29/15
213	48677 Victoria Ln	Oakhurst	Madera	6/16/15	
214	1000 S Eliseo Dr, Ste 100	Greenbrae	Marin	12/1/16	
215	100A Drakes Landing Rd, Ste 225	Greenbrae	Marin	11/14/18	11/26/20
216	1300 S Eliseo Dr, Ste 101	Greenbrae	Marin	4/7/11	9/30/16
217	5 Bon Air Rd, Ste 119	Larkspur	Marin	11/14/18	
218	23 Reed Blvd, Ste 110	Mill Valley	Marin	11/14/18	11/18/22
219	447 Miller Ave	Mill Valley	Marin	10/28/03	
220	750 Redwood Hwy, Ste 1206	Mill Valley	Marin	1/3/22	6/22/22
221	5720 Nave Dr	Novato	Marin	2/4/22	
222	75 Rowland Wy, Ste 101	Novato	Marin	11/14/18	2/24/22
223	938 Diablo Ave	Novato	Marin	5/13/22	10/10/22
224	4000 Civic Center Dr, Ste 206	San Rafael	Marin	4/21/21	7/23/21
225	711 D St, Ste 103	San Rafael	Marin	10/28/03	
226	750 Las Gallinas Ave, Ste 101	San Rafael	Marin	10/28/03	7/3/17
227	950 Las Gallinas Ave	San Rafael	Marin	8/12/16	
228	5300 Hwy 49 N	Mariposa	Mariposa	10/30/03	
229	653 S State St	Ukiah	Mendocino	10/14/19	8/12/21
230	1271 Commerce Ave, Shops 5	Atwater	Merced	4/1/21	
231	730 W 1st St	Los Banos	Merced	10/31/03	
232	1390 E Yosemite Ave	Merced	Merced	6/24/13	11/25/15
233	240 E 13th St, Ste A	Merced	Merced	10/30/03	
234	3377 G St, Ste A	Merced	Merced	6/24/13	
235	780 W Olive Ave	Merced	Merced	10/30/03	12/19/15
236	857 W Childs Ave	Merced	Merced	8/1/15	



**EXHIBIT A - Quest Covered Facilities**

	ADDRESS	CITY	COUNTY	OPEN DATE	CLOSE DATE
237	104 Mid Valley Ctr	Carmel	Monterey	9/18/17	9/18/17
238	815 Canyon Del Rey Blvd	Del Rey Oaks	Monterey	4/3/17	
239	294 Reservation Rd	Marina	Monterey	4/5/10	
240	757 Pacific St, Ste B1	Monterey	Monterey	11/4/03	
241	1212 Forest Ave	Pacific Grove	Monterey	8/22/16	7/2/22
242	193 Country Club Gate Ctr	Pacific Grove	Monterey	10/17/11	8/20/16
243	212 San Jose St, Ste 101	Salinas	Monterey	8/1/15	
244	323 N Sanborn Rd, Ste D	Salinas	Monterey	11/4/03	5/19/17
245	631 E Alvin Dr, Ste G1	Salinas	Monterey	6/3/15	
246	1100 Trancas St, First Floor	Napa	Napa	6/1/17	9/7/17
247	1141 Pear Tree Ln	Napa	Napa	10/28/03	3/17/21
248	3260 Beard Rd, Ste A	Napa	Napa	10/28/03	10/7/22
249	673 Trancas St	Napa	Napa	8/2/21	
250	155 Glasson Wy, Bldg 4	Grass Valley	Nevada	7/1/17	
251	300 Sierra College Dr, Ste 210	Grass Valley	Nevada	10/23/03	
252	10126 Commercial Ave	Penn Valley	Nevada	11/4/13	5/1/14
253	11366 Pleasant Valley Rd	Penn Valley	Nevada	7/1/17	
254	26671 Aliso Creek Rd, Ste 102	Aliso Viejo	Orange	11/1/14	
255	1120 W La Palma Ave, Ste 7	Anaheim	Orange	3/19/04	
256	2229 W Ball Rd, Ste C	Anaheim	Orange	3/19/04	
257	3010 W Orange Ave, Ste 410	Anaheim	Orange	6/24/13	8/21/15
258	500 S Anaheim Hills Rd, Ste 121	Anaheim	Orange	7/13/04	
259	1190 Baker St, Ste 104	Costa Mesa	Orange	12/1/03	
260	1640 Newport Blvd, Ste 310	Costa Mesa	Orange	2/20/12	
261	3 Monarch Bay Plz, Ste 108	Dana Point	Orange	8/1/05	
262	26672 Portola Pkwy	Foothill Ranch	Orange	9/2/19	
263	11180 E Warner Ave, Ste 159	Fountain Valley	Orange	9/9/02	
264	18111 Brookhurst St, Ste 2100	Fountain Valley	Orange	7/28/15	3/1/22
265	18785 Brookhurst St, Ste 103	Fountain Valley	Orange	8/14/15	
266	9900 Talbert Ave, Ste 203	Fountain Valley	Orange	4/1/04	
267	100 E Valencia Mesa Dr, Ste 301	Fullerton	Orange	3/19/04	3/17/21
268	2720 N Harbor Blvd, Ste 100	Fullerton	Orange	4/27/20	
269	2720 N Harbor Blvd, Ste 120	Fullerton	Orange	7/13/04	3/17/21
270	12665 Garden Grove Blvd, Ste 714	Garden Grove	Orange	3/19/04	
271	17742 Beach Blvd, Ste 228	Huntington Beach	Orange	3/19/04	
272	18800 Main St, Ste 111	Huntington Beach	Orange	10/18/06	8/9/17
273	18800 Main St, Ste 206	Huntington Beach	Orange	6/26/17	
274	19582 Beach Blvd, Ste 300	Huntington Beach	Orange	3/19/04	
275	7677 Center Ave, Ste 101	Huntington Beach	Orange	7/28/15	8/8/17
276	8891 Atlanta Ave	Huntington Beach	Orange	10/9/17	
277	15825 Laguna Canyon Rd, Ste 108	Irvine	Orange	9/12/11	
278	16300 Sand Canyon, Ste 704A	Irvine	Orange	6/24/13	9/29/14
279	4050 Barranca Pkwy, Ste 120	Irvine	Orange	7/13/04	
280	4950 Barranca Pkwy, Ste 209	Irvine	Orange	3/19/04	
281	2101 W Imperial Hwy	La Habra	Orange	5/1/17	5/11/17
282	5418 La Palma Ave	La Palma	Orange	6/1/18	
283	7872 Walker St, Ste 102	La Palma	Orange	3/19/04	9/17/18
284	47647 Caleo Bay Dr, Ste 140	La Quinta	Orange	12/17/07	8/29/16
285	78-271 State Hwy 111	La Quinta	Orange	8/28/16	
286	23521 Paseo De Valencia, Ste 302C	Laguna Hills	Orange	8/29/05	
287	25411 Cabot Rd, Ste 109	Laguna Hills	Orange	6/24/13	
288	30131 Town Center Dr, Ste 140	Laguna Niguel	Orange	6/24/13	
289	10861 Cherry St, Ste 201	Los Alamitos	Orange	3/19/04	
290	3771 Katella Ave, Ste 201	Los Alamitos	Orange	2/11/97	9/24/19
291	26732 Crown Valley Pkwy, Ste 521	Mission Viejo	Orange	3/1/05	
292	26800 Crown Valley Pkwy, Ste 480	Mission Viejo	Orange	3/25/07	
293	1401 Avocado Ave, Ste 103	Newport Beach	Orange	12/1/03	
294	355 Placentia Ave, Ste 204	Newport Beach	Orange	3/19/04	
295	1010 W La Veta Ave, Ste 140	Orange	Orange	5/21/09	

**EXHIBIT A - Quest Covered Facilities**

	ADDRESS	CITY	COUNTY	OPEN DATE	CLOSE DATE
296	1140 W La Veta Ave, Ste 570	Orange	Orange	3/19/04	
297	1310 W Stewart Dr, Ste 304	Orange	Orange	3/19/04	
298	230 S Main St, Ste 220	Orange	Orange	3/19/04	
299	2684 N Tustin St	Orange	Orange	10/11/17	
300	1041 E Yorba Linda Blvd, Ste 208	Placentia	Orange	12/27/11	12/5/22
301	1206 E Yorba Linda Blvd	Placentia	Orange	1/7/22	
302	22312 El Paseo, Ste H	Rancho Santa Margarita	Orange	3/19/04	
303	1300 Avenida Vista Hermosa, Ste 160	San Clemente	Orange	7/28/15	
304	675 Camino De Los Mares, Ste 300	San Clemente	Orange	1/1/00	
305	1220 Hemlock Wy, Ste 101	Santa Ana	Orange	10/11/10	
306	3650 S Bristol St	Santa Ana	Orange	9/6/22	
307	3950 S Bristol St	Santa Ana	Orange	3/20/23	6/20/23
308	801 N Tustin Ave, Ste 102	Santa Ana	Orange	1/17/96	
309	2928 Westminster Ave	Seal Beach	Orange	7/28/15	
310	12791 Newport Ave, Ste 106	Tustin	Orange	3/19/04	7/6/18
311	15000 Kensington Park Ave, Ste 190	Tustin	Orange	4/16/18	
312	10362 Bolsa Ave	Westminster	Orange	3/15/10	9/8/14
313	15355 Brookhurst St, Ste 102-108	Westminster	Orange	3/19/04	
314	20445 Yorba Linda Blvd	Yorba Linda	Orange	10/27/17	10/21/22
315	3133 Professional Dr, Ste 16	Auburn	Placer	10/23/03	
316	1530 3rd St, Ste 100	Lincoln	Placer	10/24/03	
317	2220 Sunset Blvd	Rocklin	Placer	10/23/16	
318	4240 Rocklin Rd, Ste 10	Rocklin	Placer	11/22/03	10/21/16
319	550 W Ranch View Dr, Ste 3000	Rocklin	Placer	6/24/13	5/31/14
320	1420 E Roseville Pkwy, Ste 120	Roseville	Placer	2/23/04	
321	151 N Sunrise Ave, Ste 711	Roseville	Placer	10/24/03	
322	8207 Sierra College Blvd, Ste 520-C	Roseville	Placer	10/24/03	2/28/15
323	8690 Sierra College Blvd, Ste 120	Roseville	Placer	6/24/13	
324	701 Highland Springs Ave, Ste 6	Beaumont	Riverside	3/19/04	
325	118 W 9th St	Corona	Riverside	3/19/04	1/31/23
326	2071 Compton Ave, Ste 105A	Corona	Riverside	1/24/14	1/23/23
327	2250 S Main St, Ste 105	Corona	Riverside	4/1/02	
328	308 W 6th St, Ste 201	Corona	Riverside	6/1/21	
329	6102 Orbis Wy, Ste 510	Eastvale	Riverside	3/31/21	
330	6102 Orbis Wy, Ste 510	Eastvale	Riverside	7/1/21	6/15/21
331	6170 Hamner Ave	Eastvale	Riverside	11/1/17	7/3/21
332	1850 W Florida Ave	Hemet	Riverside	2/1/21	
333	3853 W Stetson Ave, Ste 101	Hemet	Riverside	3/19/04	
334	850 E Latham Ave, Ste 203 & 204	Hemet	Riverside	3/1/21	
335	81-715 Dr Carreon Blvd, Ste A-4	Indio	Riverside	3/19/04	
336	31712 Casino Dr, Ste 7B	Lake Elsinore	Riverside	10/29/07	4/29/17
337	32251 Mission Trl, Ste G1	Lake Elsinore	Riverside	5/1/17	
338	29798 Haun Rd, Ste 206	Menifee	Riverside	9/11/06	
339	12730 Heacock St, Ste 2	Moreno Valley	Riverside	7/11/05	7/26/22
340	12968-C Frederick St	Moreno Valley	Riverside	6/24/13	7/13/14
341	25405 Hancock Ave, Ste 102	Murrieta	Riverside	2/15/05	
342	25460 Medical Center Dr, Ste 102	Murrieta	Riverside	7/25/16	
343	39765 Date St, Ste 102	Murrieta	Riverside	2/4/13	6/30/15
344	73091 Country Club Dr, Ste A4	Palm Desert	Riverside	10/1/21	
345	1695 N Sunrise Wy	Palm Springs	Riverside	12/30/11	1/5/17
346	555 E Tachevah Dr, Ste 102W	Palm Springs	Riverside	3/19/04	
347	1688 N Perris Blvd, Ste H1	Perris	Riverside	5/19/08	
348	36101 Bob Hope Dr, Ste E6	Rancho Mirage	Riverside	3/19/04	8/30/22
349	2711 Canyon Springs Pkwy, Ste 101	Riverside	Riverside	1/1/00	
350	3520 Riverside Plaza Dr	Riverside	Riverside	5/22/17	10/21/22
351	3975 Jackson St, Ste 100	Riverside	Riverside	6/24/13	
352	4000 14th St, Ste 508	Riverside	Riverside	6/24/13	4/26/14
353	4100 Central Ave, Ste 102	Riverside	Riverside	3/30/13	5/22/17
354	4646 Brockton Ave, Ste 102	Riverside	Riverside	3/19/04	

**EXHIBIT A - Quest Covered Facilities**

	ADDRESS	CITY	COUNTY	OPEN DATE	CLOSE DATE
355	4646 Brockton Ave, Ste 2021A	Riverside	Riverside	6/24/13	11/22/14
356	6485 Day St, Ste 102	Riverside	Riverside	11/22/06	7/25/22
357	6926 Brockton Ave, Ste 2	Riverside	Riverside	3/19/04	
358	9041 Magnolia Ave, Ste 205	Riverside	Riverside	3/19/04	
359	28125 Bradley Rd, Ste 245	Sun City	Riverside	7/24/16	
360	27699 Jefferson Ave, Ste 109	Temecula	Riverside	3/19/04	
361	28780 Single Oak Dr, Ste 165	Temecula	Riverside	11/1/15	3/19/19
362	28780 Single Oak Dr, Ste 275	Temecula	Riverside	8/20/18	
363	31150 Temecula Pkwy, Ste 203	Temecula	Riverside	1/29/16	
364	31515 Rancho Pueblo Rd, Ste 104	Temecula	Riverside	2/10/08	2/7/17
365	36243 Inland Valley Dr, Ste 260	Wildomar	Riverside	3/19/04	4/29/17
366	3637 Mission Ave, Ste 1	Carmichael	Sacramento	10/24/03	1/11/18
367	5811 Jameson Ct	Carmichael	Sacramento	10/24/03	
368	6555 Coyle Ave , Ste 100	Carmichael	Sacramento	4/21/13	6/2/14
369	6555 Coyle Ave, Ste 160	Carmichael	Sacramento	10/23/03	
370	6620 Coyle Ave, Ste 100	Carmichael	Sacramento	10/23/03	
371	7423 Fair Oaks Blvd	Carmichael	Sacramento	3/1/16	
372	7115 Greenback Ln	Citrus Heights	Sacramento	12/1/18	
373	8220 Wymark Dr	Elk Grove	Sacramento	6/24/13	10/25/17
374	9281 Office Park Cir, Ste 120	Elk Grove	Sacramento	10/30/16	
375	9340 W Stockton Blvd, Ste 100	Elk Grove	Sacramento	10/28/03	10/27/16
376	9394 Big Horn Blvd	Elk Grove	Sacramento	6/24/13	3/21/17
377	5265 Sunrise Blvd	Fair Oaks	Sacramento	10/24/03	
378	1300 E Bidwell St, Ste 150	Folsom	Sacramento	1/9/12	6/1/20
379	1600 Creekside Dr, Ste 1100	Folsom	Sacramento	10/23/03	
380	1730 Prairie City Rd	Folsom	Sacramento	6/24/13	5/2/19
381	1731 Creekside Dr, Bldg C, Ste 150	Folsom	Sacramento	12/3/07	9/2/17
382	1750 Prairie City Rd, Ste 100	Folsom	Sacramento	10/26/18	
383	2180 Golden Center Ln, Ste 50	Gold River	Sacramento	4/3/18	
384	1995 Zinfandel Dr, Ste 102	Rancho Cordova	Sacramento	10/24/03	3/30/18
385	1020 29th St, Ste 340	Sacramento	Sacramento	10/23/03	4/26/19
386	1500 21st St	Sacramento	Sacramento	10/23/03	6/13/17
387	1725 Professional Dr	Sacramento	Sacramento	10/23/03	2/6/18
388	2288 Auburn Blvd, Ste 103	Sacramento	Sacramento	10/23/03	
389	3000 Q St, 1st Floor	Sacramento	Sacramento	6/24/13	
390	3270 Arena Blvd, Ste 505	Sacramento	Sacramento	5/1/18	
391	3320 Arden Wy	Sacramento	Sacramento	10/30/17	9/16/22
392	3941 J St, Ste 100	Sacramento	Sacramento	6/24/13	
393	4112 E Commerce Wy, Ste 101	Sacramento	Sacramento	8/13/07	11/2/18
394	4400 Duckhorn Dr, Ste 100	Sacramento	Sacramento	6/24/13	12/17/18
395	5025 J St, Ste 103	Sacramento	Sacramento	8/1/99	
396	6029 Florin Rd, Ste 100	Sacramento	Sacramento	5/1/18	
397	65 University Ave, Ste G6	Sacramento	Sacramento	7/24/17	
398	7237 E Southgate Dr, Ste D	Sacramento	Sacramento	10/23/03	10/29/18
399	7248 S Land Park Dr, Ste 120	Sacramento	Sacramento	10/24/03	
400	7501 Hospital Dr, Ste 100	Sacramento	Sacramento	1/13/15	12/18/15
401	77 Cadillac Dr, Ste 280	Sacramento	Sacramento	6/9/08	3/14/18
402	8191 Timberlake Wy, Ste 300	Sacramento	Sacramento	4/30/12	
403	87 Scripps Dr, Ste 100	Sacramento	Sacramento	10/24/03	8/1/17
404	591 Tres Pinos Rd	Hollister	San Benito	9/5/17	
405	18523 Corwin Rd, Ste P	Apple Valley	San Bernardino	3/19/04	
406	309 E Mountain View St, Ste 112	Barstow	San Bernardino	6/1/05	
407	42002 Fox Farm Rd, Ste 103	Big Bear Lake	San Bernardino	1/13/20	
408	13768 Roswell, Ste 220	Chino	San Bernardino	3/19/04	11/18/16
409	4028 Grand Ave, Ste B	Chino	San Bernardino	11/20/16	
410	5562 Philadelphia St, Ste 206	Chino	San Bernardino	11/1/18	
411	17051 Sierra Lakes Pkwy, Ste 250	Fontana	San Bernardino	12/1/11	
412	7390 Cherry Ave	Fontana	San Bernardino	11/2/20	
413	14101 Main St, Ste 102	Hesperia	San Bernardino	9/12/22	

**EXHIBIT A - Quest Covered Facilities**

	ADDRESS	CITY	COUNTY	OPEN DATE	CLOSE DATE
414	15462 Main St, Ste B	Hesperia	San Bernardino	4/1/04	1/12/23
415	25805 Barton Rd, Ste A-104	Loma Linda	San Bernardino	8/11/08	
416	9723 Sierra Vista Rd, Ste B	Phelan	San Bernardino	3/19/04	8/1/14
417	10399 Lemon Ave, Ste 104	Rancho Cucamonga	San Bernardino	3/19/04	
418	245 Terracina Blvd, Ste 104B	Redlands	San Bernardino	5/31/15	
419	1700 N Waterman Ave	San Bernardino	San Bernardino	9/2/19	
420	2150 N Waterman Ave, Ste 100B	San Bernardino	San Bernardino	3/19/04	
421	1399 E Foothill Blvd, Ste B	Upland	San Bernardino	3/19/04	
422	573 N Mountain Ave	Upland	San Bernardino	4/15/04	
423	81 W Foothill Blvd	Upland	San Bernardino	11/1/17	
424	12199 Hesperia Rd	Victorville	San Bernardino	12/2/19	1/31/23
425	12370 Hesperia Rd, Ste 4	Victorville	San Bernardino	3/19/04	
426	33490 Oak Glen Rd, Ste D	Yucaipa	San Bernardino	3/19/04	
427	57370 29 Palms Hwy, Ste 102	Yuca Valley	San Bernardino	12/7/15	
428	3257 Camino De Los Coches, Ste 201	Carlsbad	San Diego	4/27/12	4/30/20
429	3439 Via Montebello	Carlsbad	San Diego	2/24/20	7/20/22
430	480 4th Ave, Ste 101	Chula Vista	San Diego	1/3/00	
431	563 Telegraph Canyon Rd	Chula Vista	San Diego	9/9/02	
432	841 Kuhn Dr, Ste 101	Chula Vista	San Diego	5/16/05	
433	855 3rd Ave, Ste 2250	Chula Vista	San Diego	1/5/04	
434	860 Jamacha Rd, Ste 103	El Cajon	San Diego	11/5/99	
435	477 N El Camino Real, Ste B201	Encinitas	San Diego	6/28/00	
436	351 W Felicita Ave	Escondido	San Diego	10/16/17	9/18/17
437	488 E Valley Pkwy, Ste 314	Escondido	San Diego	11/5/99	
438	521 E Elder St, Ste 201	Fallbrook	San Diego	12/7/15	
439	5103 Garfield St	La Mesa	San Diego	1/8/01	
440	5565 Grossmont Center Dr, Bldg 3, Ste 463	La Mesa	San Diego	4/18/05	12/1/14
441	8881 Fletcher Pkwy, Ste 285	La Mesa	San Diego	1/5/04	
442	2340 E 8th St, Ste F	National City	San Diego	2/28/05	
443	3601 Vista Wy, Ste 104	Oceanside	San Diego	1/1/00	
444	15725 Pomerado Rd, Ste 208	Poway	San Diego	6/12/96	
445	1855 First Ave, Ste 200-B	San Diego	San Diego	8/2/10	
446	3131 Berger Ave, Ste 100	San Diego	San Diego	6/14/00	6/2/14
447	3260 3rd Ave	San Diego	San Diego	4/1/00	2/1/23
448	4060 4th Ave, Ste 125	San Diego	San Diego	4/1/00	
449	6367 Alvarado Ct, Ste 205	San Diego	San Diego	11/8/96	3/30/19
450	7910 Frost St, Ste 180	San Diego	San Diego	6/14/96	1/14/21
451	9333 Genesee Ave, Ste 180	San Diego	San Diego	9/9/10	
452	9643 Mission Gorge Rd	Santee	San Diego	10/16/17	10/21/22
453	9665 Mission Gorge	Santee	San Diego	1/10/23	
454	902 Sycamore Ave, Ste 201	Vista	San Diego	1/5/04	
455	1640 Valencia St, Ste 1B	San Francisco	San Francisco	11/1/13	
456	2198 15th St	San Francisco	San Francisco	8/1/03	
457	2201 Post St	San Francisco	San Francisco	8/1/03	
458	2300 16th St	San Francisco	San Francisco	11/6/17	1/31/21
459	2480 Mission St, Ste 221	San Francisco	San Francisco	11/4/03	8/17/21
460	350 Parnassus Ave, Ste 201	San Francisco	San Francisco	8/1/03	4/26/14
461	450 Sutter St, Ste 2540	San Francisco	San Francisco	10/15/09	
462	490 Post St, Ste 914	San Francisco	San Francisco	8/1/15	2/20/21
463	941 Clay St	San Francisco	San Francisco	9/12/05	
464	15810 S Harlan Rd, Ste A	Lathrop	San Joaquin	6/24/13	5/12/14
465	801 S Ham Ln, Ste 1	Lodi	San Joaquin	4/21/13	
466	845 S Fairmont Ave, Ste 6	Lodi	San Joaquin	3/10/10	
467	1140 Norman Dr, Ste 2	Manteca	San Joaquin	11/19/07	
468	287 Spreckels Ave	Manteca	San Joaquin	4/21/13	11/27/17
469	293 E Commerce Ave	Manteca	San Joaquin	4/21/13	
470	365 Pearson Dr, Ste 4	Porterville	San Joaquin	10/3/11	9/12/14
471	1708 W Hammer Ln	Stockton	San Joaquin	2/17/15	
472	1801 E March Ln, Ste B200	Stockton	San Joaquin	6/24/13	

**EXHIBIT A - Quest Covered Facilities**

	ADDRESS	CITY	COUNTY	OPEN DATE	CLOSE DATE
473	2291 W March Ln, Ste F145	Stockton	San Joaquin	8/1/15	
474	2349 N California St, Ste A	Stockton	San Joaquin	6/24/13	8/25/17
475	2524 E Main St	Stockton	San Joaquin	3/9/15	6/17/17
476	2800 N California St, Ste 12	Stockton	San Joaquin	6/24/13	
477	3132 W March Ln, Ste 1	Stockton	San Joaquin	6/24/13	
478	510 E Magnolia St, Ste 130	Stockton	San Joaquin	6/24/13	
479	75 W March Ln, Ste L	Stockton	San Joaquin	6/24/13	6/5/23
480	89 W March Ln, Ste 3	Stockton	San Joaquin	6/24/13	11/1/14
481	1801 W 11th St	Tracy	San Joaquin	11/1/16	10/18/16
482	1832 W 11th St	Tracy	San Joaquin	5/17/21	
483	530 W Eaton Ave, Ste D	Tracy	San Joaquin	6/24/13	10/22/18
484	569 W Lowell Ave	Tracy	San Joaquin	6/24/13	1/20/22
485	632 W 11th St, Ste 115	Tracy	San Joaquin	10/31/03	1/27/22
486	310 S Halcyon Rd	Arroyo Grande	San Luis Obispo	8/1/00	4/2/14
487	1758 W Grand Ave	Grover Beach	San Luis Obispo	5/1/19	
488	1239 Osos St	San Luis Obispo	San Luis Obispo	12/1/03	2/13/15
489	3900 Broad St	San Luis Obispo	San Luis Obispo	5/1/17	
490	225 Posada Ln, Ste B	Templeton	San Luis Obispo	12/1/03	8/1/14
491	1100 El Camino Real	Belmont	San Mateo	10/18/17	9/29/18
492	901 Campus Dr, Ste 103	Daly City	San Mateo	1/22/07	
493	1098 Foster City Blvd, Ste 102	Foster City	San Mateo	6/3/13	6/20/17
494	1241 E Hillsdale Blvd, Ste 260	Foster City	San Mateo	7/1/17	
495	248 Main St, Ste 110	Half Moon Bay	San Mateo	11/4/13	6/7/14
496	525 El Camino Real	Menlo Park	San Mateo	10/4/17	
497	65 El Camino Real	Menlo Park	San Mateo	11/4/03	7/18/15
498	120 S El Camino Real, Ste 5	Millbrae	San Mateo	1/13/15	
499	1071 El Camino Real	Redwood City	San Mateo	10/30/16	10/14/22
500	401 Warren St, Ste 100	Redwood City	San Mateo	11/16/05	11/1/16
501	1100 Laurel St, Ste F	San Carlos	San Mateo	11/4/03	
502	110 2nd Ave	San Mateo	San Mateo	8/5/21	
503	127 N San Mateo Dr	San Mateo	San Mateo	2/16/04	8/12/21
504	5360B Hollister Ave, Ste B	Goleta	Santa Barbara	6/30/03	
505	729 N H St	Lompoc	Santa Barbara	11/8/17	9/26/17
506	1046 Coast Village Rd, Ste B	Montecito	Santa Barbara	4/6/20	
507	2420 Castillo St, Ste 200	Santa Barbara	Santa Barbara	6/30/03	4/12/18
508	3905 State St, Ste 9	Santa Barbara	Santa Barbara	4/26/11	
509	116 S Palisade Dr, Ste 202	Santa Maria	Santa Barbara	12/1/03	4/12/14
510	2345 S Broadway, Ste D	Santa Maria	Santa Barbara	12/1/03	
511	2040 Viborg Rd, Ste 210	Solvang	Santa Barbara	12/1/03	
512	20620 Homestead Rd	Cupertino	Santa Clara	2/1/19	
513	7880 Wren Ave, Ste A114	Gilroy	Santa Clara	11/4/03	
514	9360 No Name Uno, Ste 220	Gilroy	Santa Clara	11/20/17	
515	15066 Los Gatos Almaden Rd	Los Gatos	Santa Clara	11/4/03	1/21/17
516	470 N Santa Cruz Ave	Los Gatos	Santa Clara	11/1/17	9/28/18
517	777 Knowles Dr, Ste 1	Los Gatos	Santa Clara	11/4/03	
518	649 E Calaveras Blvd	Milpitas	Santa Clara	10/14/10	
519	50 E Main Ave, Ste B	Morgan Hill	Santa Clara	11/4/03	
520	840 E Dunne Ave	Morgan Hill	Santa Clara	4/6/17	4/6/17
521	205 South Dr, Ste G	Mountain View	Santa Clara	11/4/03	
522	645 San Antonio Rd	Mountain View	Santa Clara	11/6/17	
523	115 N Jackson Ave, Ste 102	San Jose	Santa Clara	11/4/03	12/14/16
524	123 DiSalvo Ave, Ste 10	San Jose	Santa Clara	11/4/03	
525	155 N Jackson Ave, Ste 102	San Jose	Santa Clara	12/14/16	9/9/22
526	1675 Burdette Dr, Ste 40	San Jose	Santa Clara	11/4/03	2/15/17
527	2039 Forest Ave, Ste 101	San Jose	Santa Clara	11/4/03	8/30/14
528	2365 Quimby Rd, Ste 211	San Jose	Santa Clara	2/14/17	
529	2375 Montpelier Dr, Ste 20	San Jose	Santa Clara	11/4/15	11/4/15
530	244 N Jackson Ave, Ste 108	San Jose	Santa Clara	11/4/03	3/7/17
531	25 N 14th St, Ste 160	San Jose	Santa Clara	11/4/03	10/7/20

**EXHIBIT A - Quest Covered Facilities**

	ADDRESS	CITY	COUNTY	OPEN DATE	CLOSE DATE
532	2505 Samaritan Dr, Ste 108	San Jose	Santa Clara	11/4/03	4/30/16
533	2581 Samaritan Dr, Ste 108	San Jose	Santa Clara	11/5/03	
534	2618 Alum Rock Ave	San Jose	Santa Clara	11/4/03	
535	455 Oconnor Dr, Ste 100	San Jose	Santa Clara	11/4/03	7/11/16
536	5150 Graves Ave, Ste 10-D	San Jose	Santa Clara	11/4/03	
537	6475 Camden Ave, Ste 104	San Jose	Santa Clara	11/4/03	
538	840 Willow St, Ste 700	San Jose	Santa Clara	11/13/13	
539	150 E El Camino Real	Sunnyvale	Santa Clara	11/6/16	9/3/20
540	500 E Remington Dr, Ste 28	Sunnyvale	Santa Clara	11/5/03	11/28/16
541	785 E El Camino Real	Sunnyvale	Santa Clara	11/6/16	
542	528 Capitola Ave	Capitola	Santa Cruz	10/31/03	
543	202 Green Valley Rd, Ste A	Freedom	Santa Cruz	12/7/16	
544	212 Green Valley Rd, Ste 8	Freedom	Santa Cruz	11/5/03	12/7/16
545	1505 Soquel Dr, Ste 4	Santa Cruz	Santa Cruz	11/1/19	3/22/21
546	1595 Soquel Dr, Ste 100	Santa Cruz	Santa Cruz	11/5/03	
547	2203 Mission St	Santa Cruz	Santa Cruz	7/30/17	
548	550 Water St, Ste A	Santa Cruz	Santa Cruz	11/5/03	7/28/17
549	2980 El Rancho Dr	Scotts Valley	Santa Cruz	11/5/03	9/8/17
550	4340 Scotts Valley Dr, Ste F	Scotts Valley	Santa Cruz	8/30/17	
551	2656 Gateway Dr	Anderson	Shasta	10/28/03	11/28/17
552	2995 East St	Anderson	Shasta	11/28/17	
553	1070 E Cypress Ave	Redding	Shasta	11/6/16	10/20/22
554	1340 Churn Creek Rd	Redding	Shasta	3/20/23	
555	2510 Airpark Dr, Ste 202	Redding	Shasta	8/1/15	
556	3328 Churn Creek Rd, Ste B1	Redding	Shasta	11/5/03	11/7/16
557	909 Dana Dr, Ste 2H	Redding	Shasta	6/24/13	5/28/14
558	4156 Ashby Ct	Shasta Lake	Shasta	11/5/03	
559	746 S Main St	Yreka	Siskiyou	5/10/14	6/10/14
560	2042 Columbus Pkwy	Benicia	Solano	11/10/03	1/29/21
561	810 Southampton Rd, Ste 109	Benicia	Solano	1/25/21	
562	1411 Oliver Rd, Ste 130	Fairfield	Solano	10/23/03	
563	770 Mason St, Ste 140	Vacaville	Solano	11/7/03	
564	160 Hospital Dr	Vallejo	Solano	10/24/03	
565	421 March Ave, Ste C	Healdsburg	Sonoma	1/1/11	
566	1550 Professional Dr, Ste B	Petaluma	Sonoma	10/30/03	
567	990 Sonoma Ave, Ste 18A	Santa Rosa	Sonoma	10/28/03	
568	6800 Palm Ave, Ste G	Sebastopol	Sonoma	10/28/03	
569	386 Perkins St	Sonoma	Sonoma	5/16/11	
570	2531 E Whitmore Ave, Ste P	Ceres	Stanislaus	6/27/16	
571	1008 6th St, Ste C	Modesto	Stanislaus	10/30/03	
572	1401 Spanos Ct, Ste 107	Modesto	Stanislaus	10/30/03	
573	1510 Florida Ave, Ste G	Modesto	Stanislaus	10/31/03	8/17/22
574	1524 Mchenry Ave, Ste 120	Modesto	Stanislaus	10/31/03	
575	1541 Florida Ave, Ste 105	Modesto	Stanislaus	10/31/03	
576	2222 E Orangeburg Ave, Ste A3	Modesto	Stanislaus	3/1/12	
577	3525 Pelandale Ave	Modesto	Stanislaus	5/20/19	
578	1248 Main St	Newman	Stanislaus	2/15/07	
579	250 S Oak Ave, Bldg C, Ste 2	Oakdale	Stanislaus	2/12/07	
580	1045 Sperry Ave, Ste D	Patterson	Stanislaus	3/3/18	
581	1108 Ward Ave, Ste 16	Patterson	Stanislaus	1/26/04	3/11/18
582	777 E Hawkeye Ave, Ste 1	Turlock	Stanislaus	12/1/05	
583	981 E Tuolumne Rd, Ste 100	Turlock	Stanislaus	10/31/03	
584	1526 Plumas Ct	Yuba City	Sutter	3/1/21	
585	539 Garden Hwy, Ste E	Yuba City	Sutter	9/16/04	4/15/21
586	866 Plumas St, Ste B	Yuba City	Sutter	10/29/03	4/16/21
587	275 Solano St, Ste 501	Corning	Tehama	5/25/05	
588	1054 S Main St	Red Bluff	Tehama	7/21/03	
589	919 N Blackstone St	Tulare	Tulare	10/31/03	
590	131 S Tamarack St, Ste B	Visalia	Tulare	9/26/11	

**EXHIBIT A - Quest Covered Facilities**

	<b>ADDRESS</b>	<b>CITY</b>	<b>COUNTY</b>	<b>OPEN DATE</b>	<b>CLOSE DATE</b>
591	1827 S Court St, Ste D	Visalia	Tulare	10/21/21	
592	1031 Sanguinetti Rd, Ste B	Sonora	Tuolumne	11/1/18	
593	940 Sylva Ln, Ste F2	Sonora	Tuolumne	7/11/05	3/6/19
594	3801 Las Posas Rd, Ste 208	Camarillo	Ventura	12/1/03	
595	500 Paseo Camarillo, Ste 103	Camarillo	Ventura	8/17/09	
596	5800 Santa Rosa Rd, Ste 105	Camarillo	Ventura	6/24/13	
597	1000 Newbury Rd, Ste 125	Newbury Park	Ventura	7/5/05	
598	1320 Maricopa Hwy, Ste H	Ojai	Ventura	4/5/05	
599	1700 N Rose Ave, Ste 240	Oxnard	Ventura	6/24/13	9/24/21
600	1701 N Lombard St, Ste 106	Oxnard	Ventura	12/1/03	
601	2600 Saviers Rd	Oxnard	Ventura	2/1/21	
602	925 W 7th St	Oxnard	Ventura	12/1/03	
603	957 Faulkner Rd, Ste 111	Santa Paula	Ventura	12/1/03	
604	135 Macaw Ln, Ste 100	Simi Valley	Ventura	9/1/12	
605	2876 Sycamore Dr, Ste 200	Simi Valley	Ventura	4/3/01	
606	305 S Moorpark Rd	Thousand Oaks	Ventura	12/1/03	8/12/19
607	77 Rolling Oaks Dr, Ste 120	Thousand Oaks	Ventura	8/9/19	
608	2991 Loma Vista Rd, Ste 102B	Ventura	Ventura	12/1/03	
609	6040 Telegraph Rd	Ventura	Ventura	11/1/17	
610	7880 Telegraph Rd, Ste D	Ventura	Ventura	3/1/11	
611	1411 W Covell Blvd, Ste 102	Davis	Yolo	10/1/17	
612	2330 W Covell Blvd	Davis	Yolo	6/24/13	9/17/20
613	635 Anderson Rd, Ste 3	Davis	Yolo	10/23/03	1/16/22
614	2101 Stone Blvd, Ste 170	West Sacramento	Yolo	10/24/03	
615	1837 E Gibson Rd, Ste C	Woodland	Yolo	7/5/21	
616	1837 E Gibson Rd, Ste L	Woodland	Yolo	12/2/16	7/11/22
617	520 Cottonwood St, Ste 7	Woodland	Yolo	10/24/03	12/2/16
618	632 W Gibson Rd	Woodland	Yolo	4/21/13	7/11/22

**QUEST LABORATORIES**

	<b>ADDRESS</b>	<b>CITY</b>	<b>COUNTY</b>
1	8401 Fallbrook Ave	West Hills	Los Angeles
2	27027 Tourney Rd	Valencia	Los Angeles
3	33608 Ortega Hwy	San Juan Capistrano	Orange
4	3714 Northgate Blvd	Sacramento	Sacramento

**EXHIBIT B-1**  
**CIVIL PENALTIES**

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**EXHIBIT B-1 -- CIVIL PENALTIES**

<b>Agency</b>	<b>Civil Penalties - Business and Professions § 17200<sup>1</sup></b>	<b>Civil Penalties - Health and Safety § 25500 &amp; Gov. Code § 26506</b>	<b>Total of Civil Penalties Paid to Agency</b>
Alameda County District Attorney's Office	\$ 322,000.00	\$ 6,000.00	\$ 328,000.00
California Attorney General <sup>2</sup> (see below)	\$ 649,000.00	\$ 16,000.00	\$ 665,000.00
Monterey County District Attorney's Office	\$ 322,000.00	\$ 6,000.00	\$ 328,000.00
Los Angeles County District Attorney's Office	\$ 100,000.00		\$ 100,000.00
Orange County District Attorney's Office	\$ 248,000.00	\$ 6,000.00	\$ 254,000.00
Sacramento County District Attorney's Office <sup>3</sup> (see below)	\$ 248,000.00	\$ 6,000.00	\$ 254,000.00
San Bernardino County District Attorney's Office	\$ 470,000.00	\$ 12,000.00	\$ 482,000.00
San Joaquin County District Attorney's Office <sup>4</sup> (see below)	\$ 649,000.00	\$ 16,000.00	\$ 665,000.00
San Mateo County District Attorney's Office	\$ 24,500.00	\$ 1,500.00	\$ 26,000.00
Ventura County District Attorney's Office	\$ 322,000.00	\$ 6,000.00	\$ 328,000.00
Yolo County District Attorney's Office	\$ 470,000.00	\$ 12,000.00	\$ 482,000.00
<b>Totals - Prosecutor Civil Penalties</b>	<b>\$ 3,824,500.00</b>	<b>\$ 87,500.00</b>	<b>\$ 3,912,000.00</b>
<p><sup>1</sup> 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."</p>			
<p><sup>2</sup> The check for the payment to the Attorney General shall be made payable to the "California Department of Justice-Litigation Deposit Fund." The check shall bear on its face the case name ("People v. Quest Diagnostics") and the internal docket number for this matter (SA2018303106). The money, and any interest accrued thereon, paid to the Attorney General pursuant to this Final Judgment shall be administered by the California Department of Justice and shall be used by the Environment Section of the Public Rights Division of the Attorney General's Office, until all funds are exhausted, for any of the following purposes: (1) implementation of the Attorney General's authority to protect the environment and natural resources of the State pursuant to Government Code section 12600 et seq. and as Chief Law Officer of the State of California pursuant to Article V, section 13 of the California Constitution; (2) enforcement of laws related to environmental protection, including, but not limited to, Chapters 6.5 and 6.95, Division 20, of the California Health and Safety Code, and Government Code section 11135 et seq.; (3) enforcement of the Unfair Competition Law, Business and Professions Code section 17200, et seq., as it relates to protection of the environment and natural resources of the State of California; and (4) other environmental actions or initiatives which benefit the State of California and its citizens as determined by the Attorney General. Such funding may be used for the costs of the Attorney General's investigation, filing fees and other court costs, payment to expert witnesses and technical consultants, purchase of equipment, laboratory analyses, personnel costs, travel costs, and other costs necessary to pursue environmental actions or initiatives investigated or initiated by the Attorney General for the benefit of the State of California and its citizens.</p>			
<p><sup>3</sup> SACRAMENTO: The money paid to the Sacramento District Attorney as penalties pursuant to Business and Professions Code section 17206, shall be for the sole and exclusive use of the District Attorney to augment the 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.</p>			
<p><sup>4</sup> SAN JOAQUIN: Business and Professions Code section 17200 Penalties shall be paid to the "Treasurer of San Joaquin County". Penalties allocated to Health and Safety Code section 25500 shall be paid to the "San Joaquin Co. District Attorney's Office".</p>			

**EXHIBIT B-2**  
**CIVIL PENALTIES**

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**EXHIBIT B-2 -- CIVIL PENALTIES**

<b>Agency</b>	<b>Health and Safety § 25500 &amp; Gov. Code § 26506</b>	<b>Total of Civil Penalties Paid to Regulatory Agencies</b>
Department of Toxic Substances Control	\$ 27,500.00	\$ 27,500.00
County of Orange/Auditor-Controller <sup>1</sup> (see below)	\$ 12,500.00	\$ 12,500.00
Sacramento County - Environmental Mgmt. Dept.	\$ 20,000.00	\$ 20,000.00
San Bernardino County - Fire Haz Mat	\$ 27,500.00	\$ 27,500.00
<b>Total - Agency Civil Penalties</b>	<b>\$ 87,500.00</b>	<b>\$ 87,500.00</b>

<sup>1</sup> ORANGE: Twelve Thousand Five Hundred Dollars (\$12,500.00) is restricted to the Orange County Certified Unified Program Agency/ Environmental Health Hazardous Materials Surveillance Section and is to be placed in a special revenue account. These funds are to be used for the enhancements of the various CUPA programs for special projects, PPE, training and other uses as determined by the Director of Environmental Health. Said payment shall be made in the form of a check made payable to the County of Orange/Auditor-Controller.

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**EXHIBIT C**  
**SUPPLEMENTAL ENVIRONMENTAL PROJECTS**

## EXHIBIT C - SUPPLEMENTAL ENVIRONMENTAL PROJECTS

Agency	Total Amount to Agency
Cal EPA - Environmental Enforcement and Training Account (PC§14300)	\$ 300,000.00
<b>Total SEPs</b>	<b>\$ 300,000.00</b>

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**EXHIBIT D-1**  
**COSTS**

**EXHIBIT D-1 -- COSTS**

<b>Agency</b>	<b>Total Costs to Agency</b>
Alameda County District Attorney's Office	\$ 35,437.75
California Attorney General <sup>1</sup> (see below)	\$ 113,789.50
Los Angeles County District Attorney's Office	\$ 1,920.00
Monterey County District Attorney's Office	\$ 14,140.00
Orange County District Attorney's Office	\$ 17,095.00
Riverside County District Attorney's Office	\$ 1,450.00
Sacramento County District Attorney's Office <sup>2</sup> (see below)	\$ 5,440.00
San Bernardino County District Attorney's Office	\$ 68,799.50
San Joaquin County District Attorney's Office <sup>3</sup> (see below)	\$ 263,565.25
San Mateo County District Attorney's Office	\$ 8,960.00
Ventura County District Attorney's Office	\$ 44,295.50
Yolo County District Attorney's Office	\$ 56,740.00
<b>Total - Prosecutor Costs</b>	<b>\$ 631,632.50</b>

<sup>1</sup> ATTORNEY GENERAL: The check for the payment to the Attorney General shall be made payable to the "California Department of Justice-Litigation Deposit Fund." The check shall bear on its face the case name ("People v. Quest Diagnostics") and the internal docket number for this matter (SA2018303106). The money, and any interest accrued thereon, paid to the Attorney general pursuant to this Final Judgment shall be administered by the California Department of Justice and shall be used by the Environment Section of the Public Rights Division of the Attorney General's Office, until all funds are exhausted, for any of the following purposes: (1) implementation of the Attorney General's authority to protect the environment and natural resources of the State pursuant to Government Code section 12600 et seq. and as Chief Law Officer of the State of California pursuant to Article V, section 13 of the California Constitution; (2) enforcement of laws related to environmental protection, including, but not limited to, Chapters 6.5 and 6.95, Division 20, of the California Health and Safety Code, and Government Code section 11135 et seq.; (3) enforcement of the Unfair Competition Law, Business and Professions Code section 17200, et seq., as it relates to protection of the environment and natural resources of the State of California; and (4) other environmental actions or initiatives which benefit the State of California and its citizens as determined by the Attorney General. Such funding may be used for the costs of the Attorney General's investigation, filing fees and other court costs, payment to expert witnesses and technical consultants, purchase of equipment, laboratory analyses, personnel costs, travel costs, and other costs necessary to pursue environmental actions or initiatives investigated or initiated by the Attorney General for the benefit of the State of California and its citizens.

<sup>2</sup> 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.

<sup>3</sup> SAN JOAQUIN: This money shall be paid in two separate checks: (1) one check addressed to the San Joaquin County District Attorney's Office in the amount of \$234,509.94, and (2) one check addressed to the Craig Thompson Environmental Protection Prosecution Fund in the amount of \$29,055.31.

**EXHIBIT D-2**

**COSTS**

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**EXHIBIT D-2 -- COSTS**

<b>Agency</b>	<b>Total Costs to Agency</b>
Department of Toxic Substances Control	\$ 59,522.50
County of Orange/Auditor-Controller <sup>1</sup>	\$ 2,646.25
Sacramento County - Environmental Mgmt. Dept.	\$ 2,646.25
San Bernardino County - Fire Haz Mat	\$ 3,552.50
<b>Total - Agency Costs</b>	<b>\$ 68,367.50</b>
<sup>1</sup> ORANGE: \$2,646.25 is restricted to the Orange County Certified Unified Program Agency/ Environmental Health Hazardous Materials Surveillance Section and is to be placed in a special revenue account. These funds are to be used for the enhancements of the various CUPA programs for special projects, PPE, training and other uses as determined by the Director of Environmental Health. Said payment shall be made in the form of a check made payable to the County of Orange/Auditor-Controller.	