

1 RUSSELL W. BUDD (Texas Bar No. 03312400)  
LAURA J. BAUGHMAN (Texas Bar No. 00791846)  
2 CELESTE A. EVANGELISTI (SBN: 225232)  
THOMAS M. SIMS (Texas Bar No. 24013518)  
3 PATRICK O'CONNELL (Texas Bar No. 15179900)  
4 BARON & BUDD  
3102 Oak Lawn Avenue, Suite 1100  
5 Dallas, TX 75219  
Phone: (214) 521-3605 / FAX: (214) 520-1181  
6

7 [Additional Counsel Listed on Next Page]

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

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

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

15 Plaintiffs,

16 v.

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

24 Defendants.

CASE NO.: BC401484

**NOTICE OF ENTRY OF JUDGMENT**

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

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

1 RICHARD T. DRURY (State Bar No. 163559)  
SUMA PEESAPATI (State Bar No. 203701)  
2 LOZEAU | DRURY LLP  
1516 Oak Street, Suite 216  
3 Alameda, CA 94501  
4 Telephone: 510-749-9102  
Fax: 510-749-9103

5 APRIL STRAUSS (State Bar No. 163327)  
6 LAW OFFICE OF APRIL STRAUSS  
2500 Hospital Drive., Suite 3B  
7 Mountain View, CA 94040  
8 Telephone: 650-281-7081  
Fax: 408-774-1906

9 JAMES WHEATON (State Bar No. 115230)  
10 LYNNE SAXTON (State Bar No. 226210)  
ENVIRONMENTAL LAW FOUNDATION  
11 1736 Franklin, 9th floor  
12 Oakland, CA 94612  
Telephone: 510-208-4555  
13 Fax: 510-208-4562

14 MICHAEL COSTA (State Bar No. 219416)  
15 OUR CHILDREN'S EARTH FOUNDATION  
3701 Sacramento Street, #194  
16 San Francisco, CA 94118  
Telephone: 415-896-5289  
17 Fax: 815-642-9181

18 ADRIENNE L. BLOCH (State Bar No. 215471)  
19 SHANA LAZEROW (State Bar No. 195491)  
COMMUNITIES FOR A BETTER ENVIRONMENT  
20 1440 Broadway, Suite 701  
Oakland, CA 94612  
21 Telephone: 510-302-0430  
22 Fax: 510-302-0438

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

2 PLEASE TAKE NOTICE THAT on May 7, 2009 the Honorable Carl J. West entered the attached  
3 Stipulated Judgment between the Plaintiffs and Defendants Student Transportation of America, Inc. and  
4 Santa Barbara Transportation Corporation.  
5

6 Dated: May 29, 2009

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

11 LOZEAU | DRURY LLP  
12 RICHARD T. DRURY

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

16 OUR CHILDREN'S EARTH FOUNDATION  
17 MICHAEL COSTA

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

21   
22 \_\_\_\_\_  
23 CELESTE A. EVANGELISTI (SBN 225232)

24 Attorneys for Plaintiffs  
25 Environmental Law Foundation  
26 Our Children's Earth Foundation  
27 Communities for a Better Environment  
28

1 **Proof of Service**

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

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

5 **NOTICE OF ENTRY OF JUDGMENT**

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

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

April Strauss ([aprilstrauss@sbcglobal.net](mailto:aprilstrauss@sbcglobal.net))  
Law Office of April Strauss  
2500 Hospital Drive., Suite 3B  
Mountain View, CA 94040  
FAX: 408-774-1906

13 Arthur Godwin  
14 Mason Robbins Ganss  
15 700 Loughborough Dr., #D  
16 P.O. Box 2067  
17 Merced, CA 95344-0067  
18 Counsel for Storer Transportation School and  
19 Contract Service; Storer Transportation Service;  
20 and Merced Transportation Company

James Wheaton ([wheaton@envirolaw.org](mailto:wheaton@envirolaw.org))  
Lynne Saxton ([lsaxton@envirolaw.org](mailto:lsaxton@envirolaw.org))  
Environmental Law Foundation  
1736 Franklin, 9th floor  
Oakland, CA 94612  
FAX: 510-208-4562

21 Jeffrey Parker  
22 Sheppard Mullin  
23 333 S. Hope Street, 48<sup>th</sup> Floor  
24 Los Angeles, CA 90071  
25 Counsel for Student Transportation of America,  
26 Inc. and Santa Barbara Transportaci3n Corp.

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

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

Adrienne L. Bloch ([abloch@cbecal.org](mailto:abloch@cbecal.org))  
Shana Lazerow ([slazerow@cbecal.org](mailto:slazerow@cbecal.org))  
Communities for a Better Environment  
1440 Broadway, Suite 701  
Oakland, CA 94612  
FAX: 510-302-0438

Richard T. Drury ([richard@lozeaudrury.com](mailto:richard@lozeaudrury.com))  
Suma Peesapati ([suma@lozeaudrury.com](mailto:suma@lozeaudrury.com))  
Lozeau Drury LLP  
1516 Oak Street, Suite 216  
Alameda, CA 94501  
FAX: (510) 749-9103

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

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

31   
32 \_\_\_\_\_  
33 Amelia B. Wilson  
34

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

**ORIGINAL FILED**

**MAY -7 2008  
LOS ANGELES  
SUPERIOR COURT**

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

ENVIRONMENTAL LAW FOUNDATION,	)	
OUR CHILDREN'S EARTH FOUNDATION,	)	CASE NO. BC 401484
COMMUNITIES FOR A BETTER	)	
ENVIRONMENT,	)	<del>[PROPOSED]</del>
On Behalf of the General Public,	)	<b>STIPULATED JUDGMENT</b>
	)	
Plaintiffs,	)	
	)	Case Filed: Nov. 7, 2008
v.	)	Trial Date: Not set
	)	Hon. Carl J. West
STUDENT TRANSPORTATION OF	)	
AMERICA, INC. & SANTA BARBARA	)	
TRANSPORTATION CORP., and DOES 1	)	
through 100, inclusive,	)	CCW Dept. 311
	)	
Defendants.	)	

RECITALS

WHEREAS,

- a. Student Transportation of America, Inc., and Santa Barbara Transportation Corporation (collectively, "Operator") own and operate vehicles used for the purpose of transporting students to and from school and school-related activities in the State of California;
- b. Plaintiffs Environmental Law Foundation ("ELF"), Our Children's Earth ("OCE"), and Communities for a Better Environment ("CBE") brought this action against Operator seeking preliminary and permanent injunctive relief and penalties under California's Proposition 65, The Safe

1 Drinking Water and Toxic Enforcement Act, California Health and Safety Code § 25249.6, et seq.  
2 (“Proposition 65” or “Act”), alleging that operator had exposed passengers and drivers to diesel engine  
3 exhaust without providing a warning pursuant to the Act;

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

5 d. Plaintiffs and Operator (collectively “the Parties”) wish to resolve all claims in this  
6 action;

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

9 THEREFORE, THE PARTIES HEREBY AGREE AND IT IS ADJUDGED AND ORDERED  
10 AS FOLLOWS:

11 TERMS AND CONDITIONS

12 **1. Definitions**

13 The following terms are defined as follows:

- 14 (a) “Approved Diesel Emission Control Strategy” shall mean a CARB-verified Level III active  
15 or passive pollution control device that has been or is in the future verified for use only  
16 with tested engines that meet minimum exhaust temperature requirements for a specified  
17 portion of each bus’s duty cycle.
- 18 (b) “CARB” shall mean the California Air Resources Board.
- 19 (c) “Effective date” shall mean the date the Judge signs this Stipulated Judgment.
- 20 (d) “Existing Fleet” shall mean a School Bus Fleet that was in operation on November 7, 2008.
- 21 (e) “Existing School Bus” shall mean a bus operating as part of an Existing Fleet.
- 22 (f) “Gross Vehicle Weight Rating (“GVWR”) shall mean the weight rating of a vehicle.
- 23 (g) “Level III” or “Tier III” shall mean those technologies achieving at least an 85 percent or  
24 greater reduction in particulate matter or less than 0.01 g/bhp-hr emission level.
- 25 (h) “Operator” shall mean defendants Student Transportation of America, Inc. and Santa  
26 Barbara Transportation Corporation.

- 1 (i) "Plaintiffs" shall mean the Environmental Law Foundation, Our Children's Earth, and  
2 Communities for a Better Environment.
- 3 (j) "Retrofit" shall mean to modify with a CARB-Approved Tier III Diesel Emission Control  
4 Strategy.
- 5 (k) "Replace" shall mean to replace an existing diesel-engine School Bus listed on Exhibit A  
6 with a non-diesel School Bus, or a model 2007 or newer diesel-engine School Bus, or a  
7 model 2003 or newer diesel-engine School Bus that is equipped with a CARB-Approved  
8 Tier III Diesel Emission Control Strategy.
- 9 (l) "School" shall mean any public or private school used for the purpose of education and  
10 instruction of school pupils but does not include any private school in which education and  
11 instruction is primarily conducted in private homes.
- 12 (m) "School Bus" shall mean any bus used for the express purpose of transporting students  
13 from home to School and to any School-related activities. It does not include vans, which  
14 are vehicles with conventional van engines and drive trains as opposed to bus engines and  
15 drive trains.
- 16 (n) "School Bus Fleet" shall mean any group of one or more School Buses.
- 17 (o) "Year of Delivery" shall mean no more than 12 months from the date the School Bus is  
18 delivered to the School Bus Fleet operator.

19 **2. List of Buses:** Operator shall provide Plaintiffs with a complete list of all diesel School  
20 Buses owned by Student Transportation of America, Inc. and Santa Barbara  
21 Transportation Corporation that are used to transport students to and from school and  
22 school-related activities in the State of California (referred to as "Exhibit A") and a  
23 complete list of all diesel vans owned by Student Transportation of America, Inc. and  
24 Santa Barbara Transportation Corporation that are used to transport students to and from  
25 school and school-related activities in the State of California (referred to as "Exhibit B").  
26 Exhibits A and B shall be kept confidential by Plaintiffs, including after the termination

1 of this Consent Judgment. If necessary for an enforcement action, Plaintiff may submit  
2 Exhibits A and/or B to the Court under seal.

3 **3. Fleet Modernization:**

4 By September 30, 2010, Student Transportation of America, Inc. and Santa Barbara  
5 Transportation Corporation agree to Retrofit or Replace 100% of their pre-2003 model year diesel-  
6 fueled School Buses over 14,000 lbs GVWR that do not currently have particulate traps according to the  
7 following schedule:

8 (a) By March 31, 2009 Operator agrees to retrofit three 2001 buses with a CARB-Approved  
9 Tier III Diesel Emission Control Strategy (e.g., a Level III particulate trap).

10 (b) By September 30, 2009 Operator agrees to either replace with buses that meet the CARB  
11 and EPA emission standards applicable to post-January 1, 2007 engines, or to cease operating as a  
12 School Bus, a combined total of 15 pre-2000 diesel buses.

13 (c) By September 30, 2010, Operator agrees to either replace with buses that meet the CARB  
14 and EPA emission standards applicable to post-January 1, 2007 engines, or to cease operating as a  
15 School Bus, the remaining eighteen (18) pre-2000 diesel buses.

16 **4. Retrofit subsidies:** Operator can use public or private Retrofit subsidies towards meeting its  
17 Fleet Modernization obligations in Section 3. Plaintiffs will not oppose Operator's applications for  
18 public or private grant monies for retrofits and replacements and will take no actions to encourage or  
19 assist non-signatories to this Stipulated Judgment to oppose such applications.

20 **5. Attorney Fees:**

21 (a) Operator shall pay the following amount to plaintiffs: eighty-seven thousand five-  
22 hundred dollars (\$87,500), subject to review and approval pursuant to Cal. Health and Safety  
23 Code §25249.7(f). Payment shall be due in full 30 days after the Effective date.

24 (b) All payments set forth in this section shall be made by certified check, bank check or  
25 cashier's check to "Baron & Budd, P.C. Attorney Trust Fund Account," and shall be delivered  
26 by overnight mail or hand delivery to Baron & Budd, P.C., attn: Laura Baughman, 3102 Oak  
Lawn Avenue, Suite 1100, Dallas, TX 75219.

1 **6. Reporting**

2 (a) On or before November 1, 2010, Operator will represent in writing under penalty of  
3 perjury, with copies of such writing to be provided to a designated representative for Plaintiffs:

4 (i) which buses (including the VIN) received retrofits and the make and model of the  
5 retrofit technology installed on each;

6 (ii) which buses (including the VIN) were replaced, including VIN of the bus that was  
7 replaced and the year, make and model of each new (replacing) bus; and

8 (iii) that 100% of Operator's pre-2003 model year diesel-fueled School Buses over  
9 14,000 lbs GVWR identified in section 3 were retrofitted or replaced by September 30,  
10 2010.

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

16 **7. Liquidated Damages**

17 (a) On or before December 1, 2010, Operator shall pay liquidated damages equal to \$15,000  
18 for each bus that had not been retrofitted or replaced pursuant to the terms of paragraph 3 of this  
19 Stipulated Judgment by September 30, 2010.

20 (b) Payment of a penalty pursuant to this section does not excuse Operator from compliance  
21 with the terms of this Stipulated Judgment. Even if Operator pays a penalty for failing to timely  
22 meet its fleet modernization obligations, Operator commits pursuant to this Stipulated Judgment  
23 to retrofit or replace 100% of its pre-2003 model year diesel-fueled school buses over 14,000 lbs  
24 GVWR by September 30, 2010, unless:

25 (i) it no longer owns any such diesel school buses,

26 (ii) it ceases using such buses because its contracts are not renewed or because such  
buses are otherwise not needed; however, if Operator later needs to operate any of its pre-

1 2003 model year diesel-fueled school buses over 14,000 lbs GVWR that had been taken  
2 out of operation, Operator will either retrofit such buses before they are placed back into  
3 operation, or will replace such buses with buses that meet the CARB and EPA emission  
4 standards applicable to post-January 1, 2007 engines; or

5 (ii) a *force majeure* event occurs (as more fully described in Section 12, below).

6 (c) Any liquidated damages will be treated as penalties under Proposition 65, and shall be  
7 paid seventy five percent (75%) to the State of California to the funds identified in Proposition  
8 65 (Health and Safety Code section 25249.12) and twenty five percent (25%) to Plaintiffs, in the  
9 manner described in section 5(b), above.

10 **8. Warning**

11 (a) Within sixty (60) days after the Effective date, Operator shall post the following warning  
12 on all pre-2007 model year diesel School Buses and vans that it owns that have not been  
13 Retrofitted and that do not already contain a Proposition 65 warning:

14 **WARNING: This Vehicle Contains Chemicals Known To The State Of California**  
15 **To Cause Cancer And Birth Defects Or Other Reproductive Harm.**

16 (b) Warnings shall be in the form of a placard on each vehicle in a reasonable location where  
17 students and driver are likely to see it.

18 (c) The warning must remain on each of the vehicles described in paragraph 8(a) as long as  
19 the vehicle is owned by Operator and being used for the purpose of transporting students to and  
20 from school and school-related activities in the State of California; however, Operator may  
21 remove the warning from any bus that is retrofitted in the future.

22 **9. Plaintiffs' Application for Attorney Fees.** Operator will not oppose Plaintiff's application for  
23 approval of the payment of the attorney fees set forth in section 5, above.

24 **10. Releases.**

25 (a) General Release. Except for the obligations under this Judgment and any other documents to  
26 be executed, and conditioned upon transfer of the consideration and receipt of all signed documents set  
forth herein, ELF, OCE and CBE, on behalf of themselves and in the public interest, hereby release and

1 discharge Student Transportation of America, Inc. and Santa Barbara Transportation Corporation from  
2 any and all claims asserted, or that could have been asserted, in this litigation arising from defendants'  
3 alleged failure to provide Proposition 65 warnings regarding the exposure of individuals to diesel engine  
4 exhaust. ELF, OCE and CBE, on behalf of themselves only, hereby release and discharge Student  
5 Transportation of America, Inc. and Santa Barbara Transportation Corporation from any and all claims  
6 asserted, or that could have been asserted, under state or federal law in this litigation arising from or  
7 related to diesel engine exhaust, the facts alleged in Plaintiffs' Proposition 65 Notices, the Complaint,  
8 and all amendments to the Complaint through the date of Dismissal, including without limitation any  
9 and all claims concerning exposure of any person to diesel engine exhaust from vehicles owned or  
10 operated by Operator.

11 (b) Unknown Claims. It is possible that other injuries or damages not now known to the Parties  
12 arising out of the facts alleged in the Complaint will develop or be discovered, and this Judgment is  
13 expressly intended to cover and include all such injuries or damages, including all rights of action  
14 therefor. ELF, OCE and CBE, on behalf of themselves only, hereby expressly, knowingly, and  
15 voluntarily waive the provisions of Section 1542 of the California Civil Code, which provides as  
16 follows:

17 **“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE**  
18 **CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER**  
19 **FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN**  
20 **BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER**  
21 **SETTLEMENT WITH THE DEBTOR.”**

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

1 **12. Force Majeure:**

2 (a) If performance of any covenant or obligation by a party is prevented or delayed by one or  
3 more events of *Force Majeure*, the time for the performance of such covenant or obligation will  
4 be extended for the period that such performance is delayed or prevented by such event(s) of  
5 *Force Majeure*.

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

16 (c) As used herein, "*Force Majeure*" shall mean:

17 (i) act of God, fire, earthquake, flood, act of war or terrorism, riot or civil  
18 commotion, strike or a labor dispute that has the same effect as a strike, or other cause  
19 (whether similar or dissimilar) beyond the reasonable control of such Party (but in all  
20 cases excluding inability to perform for financial reasons);

21 (ii) Notice from:

22 (A) an original equipment manufacturer,

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

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

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

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

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

(d) This section does not apply to Defendants' obligation to post any warnings required pursuant to this Stipulated Judgment.

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

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

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

Student Transportation of America, Inc.  
Attn. CFO  
3349 Highway 138  
Building B, Suite D  
Wall, NJ 07719

with a copy to:  
Jeffrey J. Parker  
Sheppard Mullin Richter & Hampton LLP  
333 South Hope Street, 48<sup>th</sup> Floor  
Los Angeles, CA 90071-1448

1  
2 **14. Severability.** In the event that any portion of this Judgment is found to be illegal, invalid,  
3 unenforceable or otherwise without legal force or effect, the remainder of the Judgment will remain in  
4 force and be fully binding.

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

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

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

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

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

1 20. **Execution of Documents.** The Parties agree to execute this Stipulated Judgment and all such  
2 other documents as are reasonably necessary to effect the terms and conditions of this Stipulated  
3 Judgment. The Stipulated Judgment may be executed in counterparts, each of which shall be considered  
4 an original.

5 21. **Retention of Jurisdiction.** This Court shall retain jurisdiction to enforce the terms of this  
6 Stipulated Judgment

7  
8 APPROVED AS TO SUBSTANCE

9 Dated: 12/30/08

  
Student Transportation of America, Inc. and  
Santa Barbara Transportation Corporation

10  
11  
12 Dated: \_\_\_\_\_

Environmental Law Foundation

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

Our Children's Earth Foundation

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

Communities for a Better Environment

17  
18  
19  
20  
21  
22  
23  
24  
25  
26

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

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

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

APPROVED AS TO SUBSTANCE:

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

\_\_\_\_\_  
Student Transportation of America, Inc. and  
Santa Barbara Transportation Corporation.

Dated: 12/30/08

*Lyne R. Saxon*  
Environmental Law Foundation

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

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

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

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

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

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

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

APPROVED AS TO SUBSTANCE:

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

\_\_\_\_\_  
Student Transportation of America, Inc. and  
Santa Barbara Transportation Corporation.

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

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

Dated: 12/30/08

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

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

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

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

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

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

APPROVED AS TO SUBSTANCE:

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

\_\_\_\_\_  
Student Transportation of America, Inc. and  
Santa Barbara Transportation Corporation.

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

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

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

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

Dated: 12/30/08

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

1 APPROVED AS TO FORM:

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

LAW OFFICE OF APRIL STRAUSS  
LOZEAU | DRURY LLP  
BARON & BUDD, P.C.

3

4

5

By: \_\_\_\_\_

Laura Baughman  
Attorneys for Plaintiffs

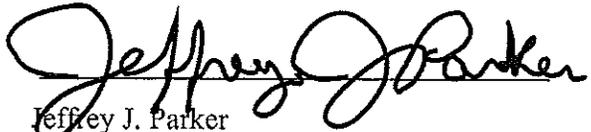
6

7 Dated: 12/30/08

Sheppard, Mullin, Richter & Hampton LLP

8

9

By:  \_\_\_\_\_

Jeffrey J. Parker  
Attorneys for Defendants  
Student Transportation of America, Inc. and  
Santa Barbara Transportation Corporation.

10

11

12

13

14 APPROVED AND ORDERED:

15

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

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

17

18

19

20

21

22

23

24

25

26

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

APPROVED AS TO FORM:

Dated: 12/29/08

LAW OFFICE OF APRIL STRAUSS  
LOZEAU | DRURY LLP  
BARON & BUDD, P.C.

By: *Laura Baughman*  
Laura Baughman  
Attorneys for Plaintiffs

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

Sheppard, Mullin, Richter & Hampton LLP

By: \_\_\_\_\_  
Jeffrey J. Parker  
Attorneys for Defendants  
Student Transportation of America, Inc. and  
Santa Barbara Transportation Corporation.

APPROVED AND ORDERED:

Dated: 5/7/09

*Carl J. West*  
Hon. Carl J. West  
Judge of the Superior Court