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9 CENTER FOR ENVIRONMENTAL HEALTH and
10 ARAM KALOUSTIAN

11 SUPERIOR COURT FOR THE STATE OF CALIFORNIA
12 FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT

13 Coordination Proceeding Special Title:

14 SOUTHERN CALIFORNIA GAS LEAK
15 CASES

16 ARAM KALOUSTIAN

17 Plaintiff,

18 v.

19 SOUTHERN CALIFORNIA GAS
20 COMPANY

21 Defendant.

JUDICIAL COUNCIL
COORDINATION PROCEEDING NO.
4861

Related Case No. BC612191

*Case Assigned for All Purposes to the
Honorable Daniel Buckley
Dept. SS-01*

**AMENDED [PROPOSED] CONSENT
JUDGMENT RESOLVING PROP 65
PLAINTIFFS' PROPOSITION 65
CLAIM ONLY**

22 **1. INTRODUCTION**

23 **1.1.** This Consent Judgment is entered into by Plaintiffs Aram Kaloustian and Center
24 for Environmental Health, a non-profit corporation ("CEH")¹, and Southern California Gas
25 Company ("Settling Defendant") to settle Proposition 65 claims asserted by Prop 65 Plaintiffs
26 against Settling Defendant as set forth in the Third Amended Consolidated Master Complaint in
27 the matter *Southern California Gas Leak Cases*, Judicial Council Coordination Proceeding No.

28 ¹ Plaintiffs Aram Kaloustian and CEH are referred to herein together as the "Prop 65 Plaintiffs."

1 4861 (the “JCCP Action”). Prop 65 Plaintiffs and Settling Defendant are referred to collectively
2 as the “Parties.” This Consent Judgment fully and finally settles and resolves the Proposition 65
3 claims asserted in the JCCP Action.

4 **1.2.** On December 22, 2015, Aram Kaloustian served a 60-day Notice of Violation
5 relating to the California Safe Drinking Water and Toxic Enforcement Act of 1986, California
6 Health & Safety Code § 25249.5, *et seq.* (“Proposition 65”) on Settling Defendant, Sempra
7 Energy, the California Attorney General, the District Attorney for the County of Los Angeles and
8 City Attorney for the city of Los Angeles.

9 **1.3.** On October 28, 2016, CEH served a 60-Day Notice of Violation relating to
10 Proposition 65 on Settling Defendant, Sempra Energy, the California Attorney General, the
11 District Attorney for the County of Los Angeles and City Attorney for the city of Los Angeles.
12 The notices referred to in paragraphs 1.2 and 1.3 are together referred to as the “Notices.”

13 **1.4.** The Notices allege violations of Proposition 65 with respect to the failure to
14 provide warnings to individuals allegedly exposed to benzene during a leak from Settling
15 Defendant’s Standard Sesnon Well 25 (“SS-25”), a gas injection well at the Aliso Canyon Natural
16 Gas Storage Facility (the “Facility”).

17 **1.5.** Settling Defendant is a corporation that employs ten (10) or more persons and that
18 owns and/or operates the Facility.

19 **1.6.** On March 1, 2016, plaintiff Kaloustian filed a complaint entitled *Kaloustian v.*
20 *Southern California Gas Company*, Case No. BC 612191 in the Los Angeles Superior Court. The
21 *Kaloustian* complaint was subsequently coordinated in the JCCP Action. On March 6, 2017, the
22 plaintiffs in the JCCP Action filed a Third Amended Consolidated Master Complaint that added
23 CEH as a plaintiff and included a cause of action under Proposition 65 brought by the Prop 65
24 Plaintiffs against Settling Defendant and Sempra Energy. Plaintiffs Kaloustian and CEH are
25 referred to herein as “Prop 65 Plaintiffs.”

26 **1.7.** For purposes of this Consent Decree only, the Proposition 65 cause of action (16th
27 Cause of Action) brought by the Prop 65 Plaintiffs in the Third Amended Consolidated Master
28

1 Complaint in the JCCP Action against Settling Defendant and Sempra Energy is referred to
2 herein as the “Complaint.”

3 **1.8.** For purposes of this Consent Judgment only, the Parties stipulate that: (i) this
4 Court has jurisdiction over the allegations of violations contained in the Notices and Complaint
5 and personal jurisdiction over Settling Defendant as to the acts alleged in the Complaint; (ii)
6 venue is proper in the County of Los Angeles; (iii) this Court has jurisdiction to enter this
7 Consent Judgment as a full and final resolution of all claims which were or could have been
8 raised in the Complaint based on the facts alleged in the Notices and Complaint with respect to
9 exposures to benzene allegedly caused by or related to emissions from the Facility; and (iv) the
10 entry of this Consent Judgment shall have the effect of dismissing Sempra Energy from the 16th
11 Cause of Action in the Complaint.

12 **1.9.** The Parties enter into this Consent Judgment as a full and final settlement of all
13 claims which were or could have been raised in the Complaint arising out of the facts or conduct
14 related to Settling Defendant alleged therein. By execution of this Consent Judgment and
15 agreeing to comply with its terms, the Parties do not admit any fact, conclusion of law, or
16 violation of law, nor shall compliance with the Consent Judgment constitute or be construed as an
17 admission by the Parties of any fact, conclusion of law, or violation of law. Settling Defendant
18 denies the factual and legal allegations in the Notices and Complaint and expressly denies any
19 wrongdoing whatsoever. Except as specifically provided herein, nothing in this Consent
20 Judgment shall prejudice, waive, or impair any right, remedy, argument, or defense any of the
21 Parties may have in this or any other pending or future legal proceedings. This Consent Judgment
22 is the product of negotiation and is accepted by the Parties solely for purposes of settling,
23 compromising, and resolving issues disputed in the Complaint. This Consent Judgment is a
24 compromise and is not admissible in any legal proceeding other than in an action to enforce its
25 terms, and all negotiations between the Parties regarding the Consent Judgment are subject to
26 California Rule of Evidence 1152.

1 **2. DEFINITIONS**

2 **2.1.** “Effective Date” means the date on which the Court enters this Consent Judgment.

3 **2.2.** “Community” means all residents living within the area identified on the map
4 attached as **Exhibit 1**.

5 **2.3.** “Facility” means Settling Defendant’s Aliso Canyon Natural Gas Storage Facility,
6 located at 12801 Tampa Ave, Porter Ranch, California.

7 **2.4.** “Incident” means one or more exceedances of the Warning Threshold over any 72
8 hour period. For clarity, an Incident may last for more than 72 hours, but will terminate when 72
9 hours has elapsed since the last exceedance of the Warning Threshold. By way of example, if the
10 benzene monitors are activated by the methane monitoring system detecting methane at 25 ppm
11 or greater for at least 30 minutes on Day One, and a benzene monitor then detects benzene at 1.5
12 ppb or greater over a 30 minute averaging period, but methane on Day One drop below 25 ppm
13 methane and/or benzene levels drop below 1.5 ppb such that the benzene monitoring is not
14 activated again until the following day (Day Two) during which there is a second exceedance of
15 the Warning Threshold, the two exceedances constitute a single Incident that does not terminate
16 until 72 hours after the second exceedance on Day 2.

17 **2.5.** “Warning Threshold” means benzene levels of 1.5 parts per billion or greater
18 averaged over any 30-minute period measured at any of the fenceline monitoring locations where
19 the benzene monitoring was triggered by the neighboring methane monitor detecting methane
20 concentrations in excess of 25 parts per million (“ppm”) for 30 minutes.

21 **3. INJUNCTIVE RELIEF**

22 **3.1. Emissions Reduction Measures.** Settling Defendant shall undertake efforts to
23 reduce emissions at the Facility. To do so, Settling Defendant shall convert or replace its
24 nineteen (19) onsite ATV type fleet vehicles operating at the facility, including Kawasaki Mules,
25 from gasoline-powered vehicles to zero emissions vehicles within 12 months of the Effective
26 Date. Settling Defendant shall provide a report to the Prop 65 Plaintiffs confirming the
27 conversion or replacement of the vehicles within 30 days of the last conversion or replacement.

1 In the event that Settling Defendant is unable to convert or replace all of its onsite vehicles within
2 12 months of the Effective Date, Settling Defendant shall notify the Prop 65 Plaintiffs and the
3 Parties shall meet and confer regarding an extension of the deadline.

4 **3.2. Fenceline Monitoring for Benzene.** Within 120-days following the Effective
5 Date, Settling Defendant shall, subject to any permitting delays, install equipment for monitoring
6 benzene at two locations alongside the methane monitoring system shown on the map attached as
7 **Exhibit 2.** The benzene monitoring equipment will become operational within 60 days thereafter,
8 subject to good cause for further time necessary to render the equipment fully operational. This
9 benzene monitoring requirement shall continue to operate throughout the duration of Settling
10 Defendant's methane monitoring obligation as described in Section 4.1 of the Consent Judgment
11 entered between the Government Plaintiffs and Settling Defendant in the Government Plaintiffs'
12 Action. In the event there are permitting delays, Settling Defendant will promptly notify Prop 65
13 Plaintiffs of the delay and the reason for such delay in accordance with the notice provisions set
14 forth in Section 8.1.2.

15 **3.2.1. Type of Monitoring.** Benzene monitoring shall be performed using a real-
16 time continuous benzene monitor that will activate only after the methane monitoring system
17 detects methane at greater than 25 ppm for 30 minutes and shall have a detection limit of <0.3
18 ug/m³ for benzene and will deactivate when the methane monitoring system has detected
19 methane at less than 25 ppm for 30 minutes.

20 **3.3. Clear and Reasonable Warnings.** In the event that the benzene monitoring
21 identifies concentrations of benzene that exceed the Warning Threshold, Settling Defendant shall
22 provide a clear and reasonable warning as defined in this Section.

23 **3.3.1. Warning Methods.** In order to provide the Community with a clear and
24 reasonable warning pursuant to Proposition 65, Settling Defendant shall provide residents within
25 the Community who have opted to receive messages with a warning containing the language set
26 forth in Section 3.3.2 below by electronic mail or text message and Settling Defendant shall also
27 post a link to the warning on the SoCalGas Aliso Canyon Fenceline Monitoring Webpage.

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1 **3.3.1.1. Revision to the Fenceline Monitoring Web Page.** Within
2 120 days following the Effective Date, Settling Defendant shall revise the SoCalGas Aliso
3 Canyon Infrared Fence-Line Methane Monitoring System webpage (“Fenceline Monitoring
4 Webpage”) to include a description of the benzene monitoring described in Section 3.2.

5 **3.3.1.2. Informing Residents re Right to Electronic Mail/Text**
6 **Message Warnings Notification.** Within 90 days following the Effective Date, Settling
7 Defendant shall inform the Community of their right to obtain notifications by electronic mail
8 and/or text message when the Warning Threshold is exceeded once the fenceline monitoring
9 system described in Section 3.2 is fully operational. In order to allow for the residents to make
10 the election, Settling Defendant shall include an informational insert in all bills mailed to
11 customers within the Community that will inform customers of the opportunity to sign up for
12 notifications by electronic mail and/or text message at the Fenceline Monitoring Webpage. The
13 wording of the insert shall be as set forth on **Exhibit 3**. The insert shall be on colored paper
14 different from the rest of the bill and shall be provided with the bill for the first billing period
15 following the Effective Date. Thereafter, Settling Defendant will include the insert in the bills of
16 customers within the Community once every six months up through the date it stops monitoring
17 for benzene as set forth in Section 3.2. For those individuals who receive their bills online and/or
18 pay their bills online, Settling Defendant will set up a conspicuous link to inform such individuals
19 of the opportunity to sign up for notifications by electronic mail and/or text message. In addition,
20 for new customers of Settling Defendant who open an account for a residential address in the
21 Porter Ranch zip code in the Community after the date the initial insert is sent out pursuant to this
22 Section, but prior to the conclusion of the fenceline monitoring, Settling Defendant will send such
23 new customers a notice informing them of the opportunity to sign up for notifications by
24 electronic mail and/or text message. The wording of the notice will be as set forth in **Exhibit 3**.

25 **3.3.1.3. Electronic mail/Text Message Warnings.** Beginning 30
26 days after the fenceline benzene monitoring system becomes operational, an exceedance of the
27 Warning Threshold shall trigger a warning message, which shall be provided via electronic mail

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1 and text message to the residents of the Community who opt-in to such notification procedures.
2 The warning message shall be sent no more than 12 hours following the exceedance, and Settling
3 Defendants shall make all reasonable efforts to provide the warning message within 6 hours of
4 confirmation that there was no monitoring malfunction or error, or as soon thereafter as can be
5 confirmed and is technically feasible under the circumstances. No warning message shall be
6 required if an exceedance of the Warning Threshold is determined to have been the result of
7 monitoring malfunction or error within the time frames described above.

8 **3.3.1.4. Website Warnings.** Beginning 30 days after the fenceline
9 benzene monitoring system becomes operational, the warning messages shall be posted in a link
10 on the Fenceline Monitoring Webpage no more than 12 hours following the exceedance, and
11 Settling Defendants shall make all reasonable efforts to post the warning message within 6 hours
12 of confirmation that there was no monitoring malfunction or error, or as soon thereafter as can be
13 confirmed and is technically feasible under the circumstances. Once posted, the warning message
14 shall remain on the website for at least ninety (90) days, but the warning message may be
15 modified as provided in paragraph 3.3.2.3 upon the termination of an Incident. No warning
16 message shall be required if an exceedance of the Warning Threshold is determined to have been
17 the result of monitoring malfunction or error within the time frames described above.

18 **3.3.1.5. Warning Frequency.** No more than one electronic
19 mail/text warning and website warning shall be required following an exceedance of the Warning
20 Threshold for any single Incident.

21 **3.3.2. Content of the warnings.** All warnings required under this section shall
22 be provided in both English and Spanish.

23 **3.3.2.1. Electronic Mail/Text Message Warnings.** The electronic
24 mail and text message warning shall provide the information set forth below in accordance with
25 Section 3.3.1.2. Text message warnings will be issued as technically feasible, including for
26 example, in a link to the warning or picture of the warning.:

27  **PROPOSITION 65 WARNING**

1 Pursuant to the program you registered for, we are notifying you that the fenceline
2 monitoring system for the Aliso Canyon Natural Gas Storage Facility, located at 12801
3 Tampa Avenue, Porter Ranch, California has detected an exceedance of a warning
4 threshold for benzene established by a consent judgment entered by the Los Angeles
5 Superior Court. Benzene is known to the State of California to cause cancer and birth
6 defects and other reproductive harm. For more information go to
7 www.P65Warnings.ca.gov/.

8 You can also visit [socalgas.com/stay-safe/pipeline-and-storage-safety/aliso-canyon-](http://socalgas.com/stay-safe/pipeline-and-storage-safety/aliso-canyon-monitoring)
9 [monitoring](http://socalgas.com/stay-safe/pipeline-and-storage-safety/aliso-canyon-monitoring)
10 for more information and updates.

11 **3.3.2.2. Website Warnings.** The warning posted on the Fenceline
12 Monitoring Webpage shall state the following.

13  **PROPOSITION 65 WARNING**

14 On [DATE] at [TIME], fenceline monitors detected an exceedance of a warning
15 threshold for benzene established by a consent judgment entered by the Los Angeles
16 Superior Court. Benzene is known to the State of California to cause cancer and birth
17 defects and other reproductive harm. For more information go to
18 www.P65Warnings.ca.gov/.

19 **3.3.2.3. Website Notification of Incident End Date.** The warning
20 posted on the Fenceline Monitoring Webpage shall be modified after the termination of an
21 Incident to state the following.

22  **PROPOSITION 65 WARNING**

23 On [DATE] at [TIME], fenceline monitors detected an exceedance of a warning
24 threshold for benzene established by a consent judgment entered by the Los Angeles
25 Superior Court. The Incident as defined by the consent judgment associated with this
26 warning terminated before or on [DATE] at [TIME]. Benzene is known to the State of
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1 California to cause cancer and birth defects and other reproductive harm. For more
2 information go to www.P65Warnings.ca.gov/.

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4 **4. PAYMENTS**

5 **4.1.** Settling Defendant shall pay to Prop 65 Plaintiffs the total sum of \$1,550,000,
6 which shall be allocated as follows:

7 **4.1.1.** \$500,000 as a civil penalty pursuant to California Health & Safety Code §
8 25249.7(b), such money to be apportioned by Prop 65 Plaintiffs in accordance with California
9 Health & Safety Code § 25249.12 (25% to Prop 65 Plaintiffs and 75% to the State of California’s
10 Office of Environmental Health Hazard Assessment).

11 **4.1.2.** \$275,000 as an Additional Settlement Payment (“ASP”) in lieu of civil
12 penalty to CEH pursuant to Health & Safety Code § 25249.7(b), and California Code of
13 Regulations, Title 11, § 3204. CEH intends to place these funds in CEH’s South Coast Basin
14 Clean Air Fund, which shall be focused on reducing the public health impacts and risks of
15 exposure to benzene and other air pollutants in California. CEH will use these funds to produce
16 educational materials for the public about benzene and other air pollutants, to work with allied
17 organizations to reduce exposure to benzene and other air pollutants, and develop programs and
18 activities focused on reducing exposure to air pollutants at the nexus of petrochemicals, plastics,
19 and climate change (“PPC”). CEH will also use these funds to get residents in the Porter Ranch
20 community signed up to receive email and text message warning notifications if there is a
21 benzene release from the Facility as set forth in Section 3.3.1.3.

22 **4.1.3.** \$775,000 as a reimbursement of a portion of Prop 65 Plaintiffs’ reasonable
23 attorneys’ fees and costs. This amount shall be divided into two checks: (1) a check for \$747,500
24 shall be made payable to Lexington Law Group; and (2) a check for \$27,500 shall be made
25 payable to the Center for Environmental Health. The check to Lexington Law Group is intended
26 to cover all attorneys’ fees and costs incurred by outside counsel for the Prop 65 Plaintiffs
27 investigating and litigating the claim under Proposition 65, including any financial obligations

1 they may have in the JCCP Action relating to such claim. Lexington Law Group shall be solely
2 responsible to apportion the attorneys' fees and costs paid to it with the KJT Law Group. This
3 paragraph has no bearing on whether outside counsel for the Prop 65 Plaintiffs can recover
4 attorneys' fees and costs related to work performed in furtherance of common benefit work in the
5 JCCP Action.

6 **4.1.4.** The payments required under Sections 4.1.1-4.1.3 shall be made in four (4)
7 separate checks, all to be delivered within ten (10) days following the Effective Date. The
8 payments required pursuant to Sections 4.1.1 and 4.1.2 shall each be made payable to the Center
9 for Environmental Health. All checks shall be delivered to Mark Todzo at Lexington Law Group
10 at the address set forth in Section 8.1.2.

11 **5. ENFORCEMENT OF CONSENT JUDGMENT**

12 **5.1.** Prop 65 Plaintiffs may, by motion or application for an order to show cause before
13 the Superior Court of Los Angeles County, enforce the terms and conditions contained in this
14 Consent Judgment. Prior to bringing any motion or application to enforce the requirements of
15 Section 3 above, Prop 65 Plaintiffs shall meet and confer regarding the basis for Prop 65
16 Plaintiffs' anticipated motion or application in an attempt to resolve it informally, including
17 providing Settling Defendant a reasonable opportunity of at least thirty (30) days to cure any
18 alleged violation. Should such attempt at informal resolution fail, Prop 65 Plaintiffs may file an
19 enforcement motion or application. This Consent Judgment may only be enforced by the Parties.

20 **6. MODIFICATION OF CONSENT JUDGMENT**

21 **6.1.** This Consent Judgment may only be modified by written agreement of Prop 65
22 Plaintiffs and Settling Defendant, or upon motion of Prop 65 Plaintiffs or Settling Defendant as
23 provided by law.

24 **7. CLAIMS COVERED AND RELEASE**

25 **7.1.** This Consent Judgment is a full, final, and binding resolution between Prop 65
26 Plaintiffs acting in the public interest and Settling Defendant and Settling Defendant's parents,
27 officers, directors, agents, shareholders, divisions, subdivisions, subsidiaries, affiliated entities,

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1 and their respective successors and assigns (“Defendant Releasees”), of all claims alleged in the
2 Complaint in this Action arising from any violation of Proposition 65 that have been or could
3 have been asserted in the public interest against Settling Defendant and Defendant Releasees,
4 regarding the alleged failure to warn about exposures to any alleged benzene emissions from the
5 Facility prior to the Effective Date.

6 **7.2.** Compliance with the terms of this Consent Judgment by Settling Defendant and
7 the Defendant Releasees shall constitute compliance with Proposition 65 by Settling Defendant
8 and Defendant Releasees with respect to any alleged failure to warn about any alleged benzene
9 emissions exposures from the Facility from the Effective Date up through the date that
10 monitoring is completed in accordance with Section 3.2.

11 **8. PROVISION OF NOTICE**

12 **8.1.** When any Party is entitled to receive any notice under this Consent Judgment, the
13 notice shall be sent by first class and electronic mail as follows:

14 **8.1.1. Notices to Settling Defendant.** The persons for Settling Defendant to
15 receive notices pursuant to this Consent Judgment shall be:

16 General Counsel
17 Southern California Gas Company
18 555 West 5th Street, GT21C2
19 Los Angeles, CA 90013
20 SoCalGasGeneralCounsel@semprautilities.com

21 and

22 Rick R. Rothman
23 Deanne L. Miller
24 Morgan, Lewis & Bockius LLP
25 300 South Grand Avenue, 22nd Floor
26 Los Angeles, CA 90071-3132
27 rick.rothman@morganlewis.com
28 deanne.miller@morganlewis.com

8.1.2. Notices to Plaintiff. The persons for Prop 65 Plaintiffs to receive notices
pursuant to this Consent Judgment shall be:

Mark Todzo
Lexington Law Group

1 503 Divisadero Street
2 San Francisco, CA 94117
3 mtodzo@lexlawgroup.com

4 **8.2.** Any Party may modify the person and address to whom the notice is to be sent by
5 sending the other Parties notice by first class and electronic mail.

6 **9. COURT APPROVAL**

7 **9.1.** This Consent Judgment shall become effective on the Effective Date. Prop 65
8 Plaintiffs shall promptly prepare and file a Motion for Approval of this Consent Judgment and
9 Settling Defendant shall support approval of such Motion. Such Motion for Approval will include
10 a specific approval of the dismissal of Sempra Energy from the Complaint.

11 **9.2.** If this Consent Judgment is not entered by the Court, it shall be of no force or
12 effect and shall not be introduced into evidence or otherwise used in any proceeding for any
13 purpose.

14 **10. GOVERNING LAW AND CONSTRUCTION**

15 **10.1.** The terms and obligations arising from this Consent Judgment shall be construed
16 and enforced in accordance with the laws of the State of California.

17 **11. ENTIRE AGREEMENT**

18 **11.1.** This Consent Judgment contains the sole and entire agreement and understanding
19 of Prop 65 Plaintiffs and Settling Defendant with respect to the entire subject matter hereof.

20 **11.2.** There are no warranties, representations, or other agreements between Prop 65
21 Plaintiffs and Settling Defendant except as expressly set forth herein. No representations, oral or
22 otherwise, express or implied, other than those specifically referred to in this Consent Judgment
23 have been made by any Party hereto.

24 **11.3.** No other agreements not specifically contained or referenced herein, oral or
25 otherwise, shall be deemed to exist or to bind any of the Parties hereto. Any agreements
26 specifically contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind
27 any of the Parties hereto only to the extent that they are expressly incorporated herein.

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11.4. No supplementation, modification, waiver, or termination of this Consent Judgment shall be binding unless executed in writing by the Party to be bound thereby.

11.5. No waiver of any of the provisions of this Consent Judgment shall be deemed or shall constitute a waiver of any of the other provisions hereof whether or not similar, nor shall such waiver constitute a continuing waiver.

12. RETENTION OF JURISDICTION

12.1. This Court shall retain jurisdiction of this matter to implement or modify the Consent Judgment.

13. AUTHORITY TO STIPULATE TO CONSENT JUDGMENT


13.1. Each signatory to this Consent Judgment certifies that he or she is fully authorized by the Party he or she represents to stipulate to this Consent Judgment and to enter into and execute the Consent Judgment on behalf of the Party represented and to legally bind that Party.

14. EXECUTION IN COUNTERPARTS

14.1. The stipulations to this Consent Judgment may be executed in counterparts and by means of facsimile, which taken together shall be deemed to constitute one document.

IT IS SO STIPULATED:

CENTER FOR ENVIRONMENTAL HEALTH



Michael Green
Chief Executive Officer

ARAM KALOUSTIAN

Aram Kaloustian

1 **11.4.** No supplementation, modification, waiver, or termination of this Consent
2 Judgment shall be binding unless executed in writing by the Party to be bound thereby.

3 **11.5.** No waiver of any of the provisions of this Consent Judgment shall be deemed or
4 shall constitute a waiver of any of the other provisions hereof whether or not similar, nor shall
5 such waiver constitute a continuing waiver.

6 **12. RETENTION OF JURISDICTION**

7 **12.1.** This Court shall retain jurisdiction of this matter to implement or modify the
8 Consent Judgment.

9 **13. AUTHORITY TO STIPULATE TO CONSENT JUDGMENT**

10 **13.1.** Each signatory to this Consent Judgment certifies that he or she is fully authorized
11 by the Party he or she represents to stipulate to this Consent Judgment and to enter into and
12 execute the Consent Judgment on behalf of the Party represented and to legally bind that Party.

13 **14. EXECUTION IN COUNTERPARTS**

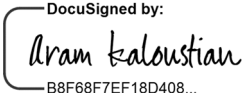
14 **14.1.** The stipulations to this Consent Judgment may be executed in counterparts and by
15 means of facsimile, which taken together shall be deemed to constitute one document.

16
17 **IT IS SO STIPULATED:**

18 **CENTER FOR ENVIRONMENTAL HEALTH**

19
20 _____
21 Michael Green
22 Chief Executive Officer

23 **ARAM KALOUSTIAN**

24 DocuSigned by:
25 
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28 Aram Kaloustian

SOUTHERN CALIFORNIA GAS COMPANY, INC.

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DocuSigned by:

David J Barrett

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Signature

David J. Barrett

Printed Name

Vice President & General Counsel

Title

IT IS SO ORDERED:

Dated: _____, 2020

HON. DANIEL BUCKLEY
Judge of the Superior Court

EXHIBIT 1

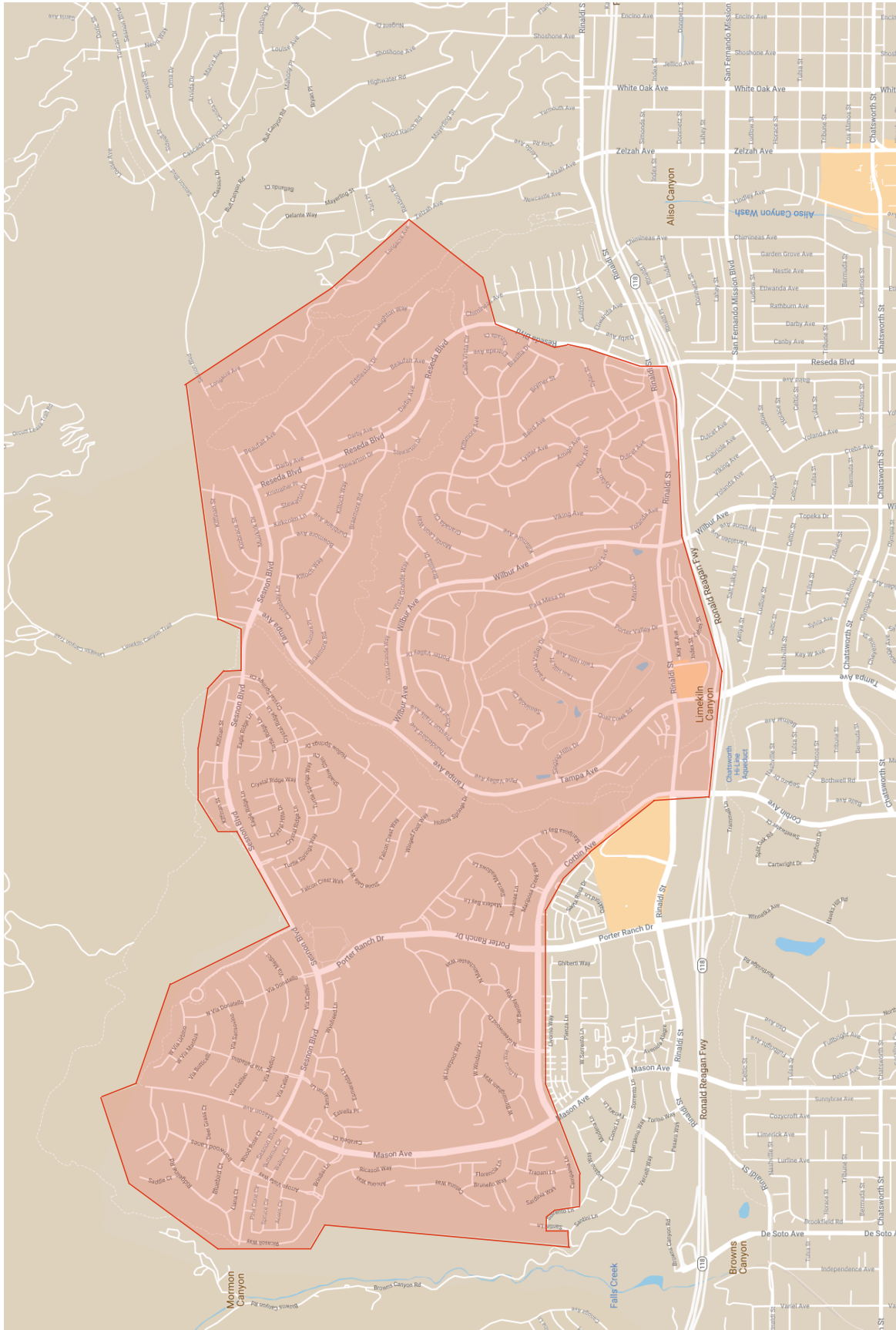


EXHIBIT 2

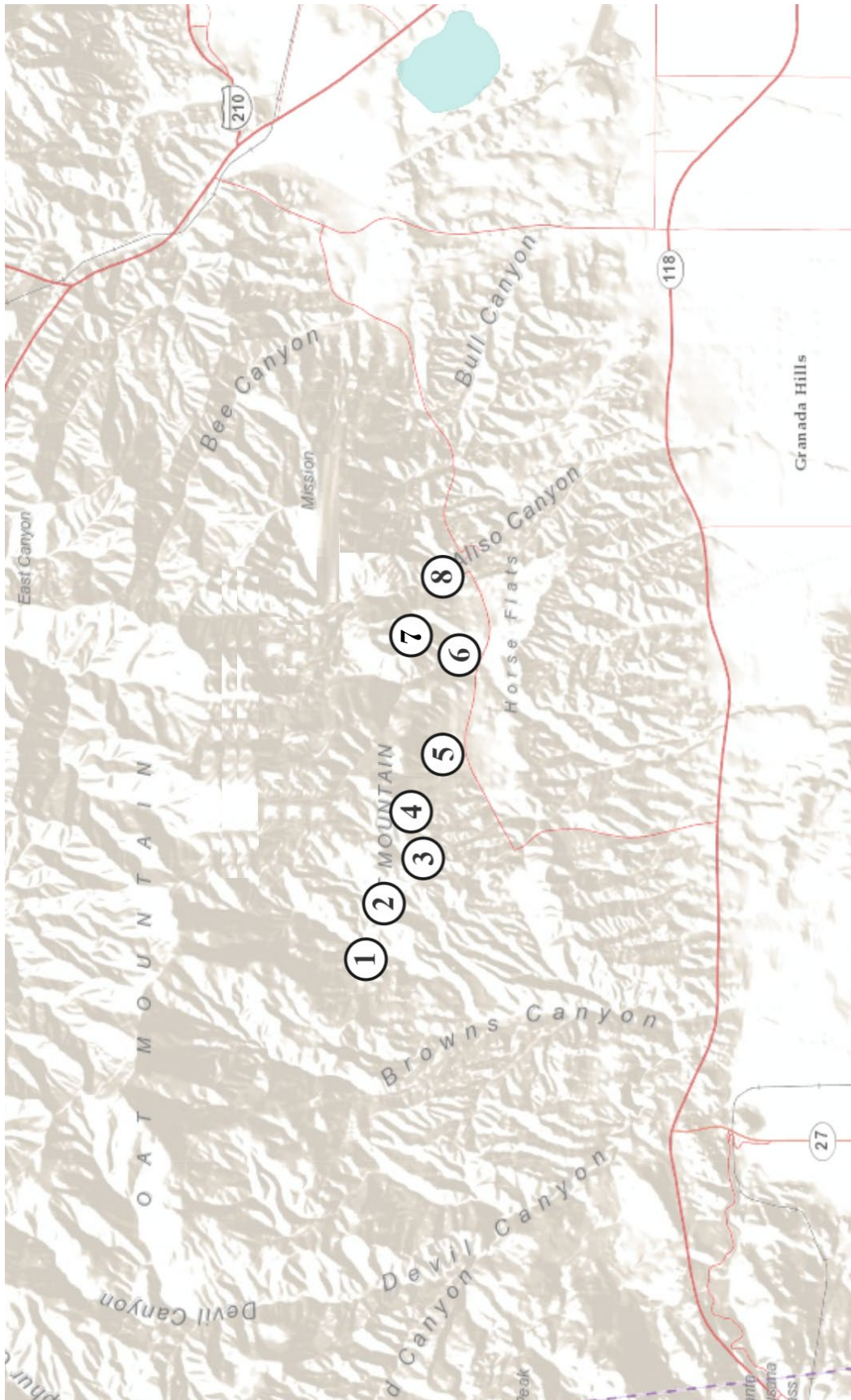


Exhibit 3

NOTICE TO RESIDENTS OF THE PORTER RANCH AREA

DO YOU WANT TO RECEIVE A PROPOSITION 65 WARNING NOTIFICATION IN THE EVENT OF AN EXCEEDANCE IN MONITORED BENZENE CONCENTRATIONS AT THE ALISO CANYON NATURAL GAS STORAGE FACILITY FENCE LINE AIR MONITORING SYSTEM?

If so, please go to [INSERT SIGN UP WEBSITE] or detach the form below and send to [INSERT ADDRESS]. If you sign up, you will then receive email or text messages if there are ever any exceedances of the Proposition 65 warning notification threshold for benzene as described below.

As a result of a legal settlement under California's Proposition 65, SoCalGas is providing you with the opportunity to receive an e-mail or text message providing a warning notification when a monitoring system at the fence line of the Aliso Canyon Gas Storage Facility detects methane in the air in excess of 25 parts per million for 30 minutes, followed by a detection of benzene at a level of 1.5 parts per billion or greater averaged over any 30-minute period. The benzene monitoring will work in conjunction with the continuous methane monitoring system already in place at the facility fence line.

The text and e-mail warning notification of an exceedance of the threshold for benzene is intended to notify you of a release of natural gas that could result in elevated levels of benzene, which the State of California has identified as a known carcinogen and reproductive toxicant, reaching portions of the nearby community. The warning notification does not necessarily mean that you have been exposed to benzene from the facility. Distance from the facility, wind direction, meteorological conditions, and topography all play a part in whether there would be concentrations of benzene high enough to cause an exposure at a specific location. If a warning notification is issued, you are encouraged to check the website (INSERT LINK) for more information on the nature and timing of the exceedance.

These warning notifications are provided pursuant to California's Proposition 65 and are similar to warning notifications you may be familiar with at gas stations, parking garages and other locations. For questions about California's Proposition 65, please visit [<https://www.p65warnings.ca.gov>]