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8 Attorneys for Plaintiffs  
9 CENTER FOR ENVIRONMENTAL HEALTH and  
10 ARAM KALOUSTIAN

11  
12 SUPERIOR COURT FOR THE STATE OF CALIFORNIA  
13  
14 FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT

15 Coordination Proceeding Special Title:

JUDICIAL COUNCIL  
COORDINATION  
PROCEEDING NO. 4861

16 SOUTHERN CALIFORNIA GAS  
17 LEAK CASES

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

**[PROPOSED] CONSENT JUDGMENT  
RESOLVING PROP 65 PLAINTIFF'S  
PROPOSITION 65 CLAIM ONLY**

18  
19  
20 **1. INTRODUCTION**

21 **1.1.** This Consent Judgment is entered into by Plaintiffs Aram Kaloustian and Center  
22 for Environmental Health, a non-profit corporation (“CEH”)<sup>1</sup>, and Southern California Gas  
23 Company (“Settling Defendant”) to settle Proposition 65 claims asserted by Prop 65 Plaintiffs  
24 against Settling Defendant as set forth in the Third Amended Consolidated Master Complaint in  
25 the matter *Southern California Gas Leak Cases*, Judicial Council Coordination Proceeding No.

26  
27 <sup>1</sup> Plaintiffs Aram Kaloustian and CEH are referred to herein together as the “Prop 65  
28 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

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/m<sup>3</sup> 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.

28

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 agreed upon by the Parties. 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. For those individuals who receive their bills online and/or pay their  
16 bills online, Settling Defendant will set up a conspicuous link to inform such individuals of the  
17 opportunity to sign up for notifications by electronic mail and/or text message.

18                                   **3.3.1.3.           Electronic mail/Text Message Warnings.** Beginning 30  
19 days after the fenceline benzene monitoring system becomes operational, an exceedance of the  
20 Warning Threshold shall trigger a warning message, which shall be provided via electronic mail  
21 and text message to the residents of the Community who opt-in to such notification procedures.  
22 The warning message shall be sent no more than 12 hours following the exceedance, and Settling  
23 Defendants shall make all reasonable efforts to provide the warning message within 6 hours of  
24 confirmation that there was no monitoring malfunction or error, or as soon thereafter as can be  
25 confirmed and is technically feasible under the circumstances. No warning message shall be  
26 required if an exceedance of the Warning Threshold is determined to have been the result of  
27 monitoring malfunction or error within the time frames described above.

1                                   **3.3.1.4. Website Warnings.** Beginning 30 days after the fenceline  
2 benzene monitoring system becomes operational, the warning messages shall be posted in a link  
3 on the Fenceline Monitoring Webpage no more than 12 hours following the exceedance, and  
4 Settling Defendants shall make all reasonable efforts to post the warning message within 6 hours  
5 of confirmation that there was no monitoring malfunction or error, or as soon thereafter as can be  
6 confirmed and is technically feasible under the circumstances. Once posted, the warning message  
7 shall remain on the website for at least ninety (90) days, but the warning message may be  
8 modified as provided in paragraph 3.3.2.3 upon the termination of an Incident. No warning  
9 message shall be required if an exceedance of the Warning Threshold is determined to have been  
10 the result of monitoring malfunction or error within the time frames described above.

11                                   **3.3.1.5. Warning Frequency.** No more than one electronic  
12 mail/text warning and website warning shall be required following an exceedance of the Warning  
13 Threshold for any single Incident.

14                                   **3.3.2. Content of the warnings.** All warnings required under this section shall  
15 be provided in both English and Spanish.

16                                   **3.3.2.1. Electronic Mail/Text Message Warnings.** The electronic  
17 mail and text message warning shall provide the information set forth below in accordance with  
18 Section 3.3.1.2. Text message warnings will be issued as technically feasible, including for  
19 example, in a link to the warning or picture of the warning.:

20                                    **PROPOSITION 65 WARNING**

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

28                                   You can also visit [socialgas.com/stay-safe/pipeline-and-storage-safety/aliso-canyon-monitoring](http://socialgas.com/stay-safe/pipeline-and-storage-safety/aliso-canyon-monitoring)

for more information and updates.

1  
2 **3.3.2.2. Website Warnings.** The warning posted on the Fenceline  
3 Monitoring Webpage shall state the following.  
4

5  **PROPOSITION 65 WARNING**

6 On [DATE] at [TIME], fenceline monitors detected an exceedance of a warning  
7 threshold for benzene established by a consent judgment entered by the Los Angeles  
8 Superior Court. Benzene is known to the State of California to cause cancer and birth  
9 defects and other reproductive harm. For more information go to

10 [www.P65Warnings.ca.gov/](http://www.P65Warnings.ca.gov/).

11  
12 **3.3.2.3. Website Notification of Incident End Date.** The warning  
13 posted on the Fenceline Monitoring Webpage shall be modified after the termination of an  
14 Incident to state the following.  
15

16  **PROPOSITION 65 WARNING**

17 On [DATE] at [TIME], fenceline monitors detected an exceedance of a warning  
18 threshold for benzene established by a consent judgment entered by the Los Angeles  
19 Superior Court. The Incident as defined by the consent judgment associated with this  
20 warning terminated before or on [DATE] at [TIME]. Benzene is known to the State of  
21 California to cause cancer and birth defects and other reproductive harm. For more

22 information go to [www.P65Warnings.ca.gov/](http://www.P65Warnings.ca.gov/).



1       **4.       PAYMENTS**

2               **4.1.**     Settling Defendant shall pay to Prop 65 Plaintiffs the total sum of \$1,550,000,  
3     which shall be allocated as follows:

4                       **4.1.1.**   \$500,000 as a civil penalty pursuant to California Health & Safety Code §  
5     25249.7(b), such money to be apportioned by Prop 65 Plaintiffs in accordance with California  
6     Health & Safety Code § 25249.12 (25% to Prop 65 Plaintiffs and 75% to the State of California’s  
7     Office of Environmental Health Hazard Assessment).

8                       **4.1.2.**   \$275,000 as an Additional Settlement Payment (“ASP”) in lieu of civil  
9     penalty to CEH pursuant to Health & Safety Code § 25249.7(b), and California Code of  
10    Regulations, Title 11, § 3204. CEH intends to place these funds in CEH’s South Coast Basin  
11    Clean Air Fund, which shall be focused on reducing the public health impacts and risks of  
12    exposure to benzene and other air pollutants in California. CEH will use these funds to produce  
13    educational materials for the public about benzene and other air pollutants, to work with allied  
14    organizations to reduce exposure to benzene and other air pollutants, and develop programs and  
15    activities focused on reducing exposure to air pollutants at the nexus of petrochemicals, plastics,  
16    and climate change (“PPC”).

17                      **4.1.3.**   \$775,000 as a reimbursement of a portion of Prop 65 Plaintiffs’ reasonable  
18    attorneys’ fees and costs. This amount shall be divided into two checks: (1) a check for \$747,500  
19    shall be made payable to Lexington Law Group; and (2) a check for \$27,500 shall be made  
20    payable to the Center for Environmental Health. The check to Lexington Law Group is intended  
21    to cover all attorneys’ fees and costs incurred by outside counsel for the Prop 65 Plaintiffs  
22    investigating and litigating the claim under Proposition 65, including any financial obligations  
23    they may have in the JCCP Action relating to such claim. Lexington Law Group shall be solely  
24    responsible to apportion the attorneys’ fees and costs paid to it with the KJT Law Group. This  
25    paragraph has no bearing on whether outside counsel for the Prop 65 Plaintiffs can recover  
26    attorneys’ fees and costs related to work performed in furtherance of common benefit work in the  
27    JCCP Action.

1                   **4.1.4.** The payments required under Sections 4.1.1-4.1.3 shall be made in four (4)  
2 separate checks, all to be delivered within ten (10) days following the Effective Date. The  
3 payments required pursuant to Sections 4.1.1 and 4.1.2 shall each be made payable to the Center  
4 for Environmental Health. All checks shall be delivered to Mark Todzo at Lexington Law Group  
5 at the address set forth in Section 8.1.2.

6                   **5. ENFORCEMENT OF CONSENT JUDGMENT**

7                   **5.1.** Prop 65 Plaintiffs may, by motion or application for an order to show cause before  
8 the Superior Court of Los Angeles County, enforce the terms and conditions contained in this  
9 Consent Judgment. Prior to bringing any motion or application to enforce the requirements of  
10 Section 3 above, Prop 65 Plaintiffs shall meet and confer regarding the basis for Prop 65  
11 Plaintiffs' anticipated motion or application in an attempt to resolve it informally, including  
12 providing Settling Defendant a reasonable opportunity of at least thirty (30) days to cure any  
13 alleged violation. Should such attempt at informal resolution fail, Prop 65 Plaintiffs may file an  
14 enforcement motion or application. This Consent Judgment may only be enforced by the Parties.

15                   **6. MODIFICATION OF CONSENT JUDGMENT**

16                   **6.1.** This Consent Judgment may only be modified by written agreement of Prop 65  
17 Plaintiffs and Settling Defendant, or upon motion of Prop 65 Plaintiffs or Settling Defendant as  
18 provided by law.

19                   **7. CLAIMS COVERED AND RELEASE**

20                   **7.1.** This Consent Judgment is a full, final, and binding resolution between Prop 65  
21 Plaintiffs acting in the public interest and Settling Defendant and Settling Defendant's parents,  
22 officers, directors, agents, shareholders, divisions, subdivisions, subsidiaries, affiliated entities,  
23 and their respective successors and assigns ("Defendant Releasees"), of all claims alleged in the  
24 Complaint in this Action arising from any violation of Proposition 65 that have been or could  
25 have been asserted in the public interest against Settling Defendant and Defendant Releasees,  
26 regarding the alleged failure to warn about exposures to any alleged benzene emissions from the  
27 Facility prior to the Effective Date.

28

1           **7.2.** Compliance with the terms of this Consent Judgment by Settling Defendant and  
2 the Defendant Releasees shall constitute compliance with Proposition 65 by Settling Defendant  
3 and Defendant Releasees with respect to any alleged failure to warn about any alleged benzene  
4 emissions exposures from the Facility from the Effective Date up through the date that  
5 monitoring is completed in accordance with Section 3.1.2.

6           **8. PROVISION OF NOTICE**

7           **8.1.** When any Party is entitled to receive any notice under this Consent Judgment, the  
8 notice shall be sent by first class and electronic mail as follows:

9                   **8.1.1. Notices to Settling Defendant.** The persons for Settling Defendant to  
10 receive notices pursuant to this Consent Judgment shall be:

11                               General Counsel  
12                               Southern California Gas Company  
13                               555 West 5<sup>th</sup> Street, GT21C2  
14                               Los Angeles, CA 90013  
15                               SoCalGasGeneralCounsel@semprautiites.com

16                               and

17                               Rick R. Rothman  
18                               Deanne L. Miller  
19                               Morgan, Lewis & Bockius LLP  
20                               300 South Grand Avenue, 22<sup>nd</sup> Floor  
21                               Los Angeles, CA 90071-3132  
22                               rick.rothman@morganlewis.com  
23                               [deanne.miller@morganlewis.com](mailto:deanne.miller@morganlewis.com)

24                   **8.1.2. Notices to Plaintiff.** The persons for Prop 65 Plaintiffs to receive notices  
25 pursuant to this Consent Judgment shall be:

26                               Mark Todzo  
27                               Lexington Law Group  
28                               503 Divisadero Street  
San Francisco, CA 94117  
mtodzo@lexlawgroup.com

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

1 **9. COURT APPROVAL**

2 **9.1.** This Consent Judgment shall become effective on the Effective Date. Prop 65  
3 Plaintiffs shall promptly prepare and file a Motion for Approval of this Consent Judgment and  
4 Settling Defendant shall support approval of such Motion. Such Motion for Approval will include  
5 a specific approval of the dismissal of Sempra Energy from the Complaint.

6 **9.2.** If this Consent Judgment is not entered by the Court, it shall be of no force or  
7 effect and shall not be introduced into evidence or otherwise used in any proceeding for any  
8 purpose.

9 **10. GOVERNING LAW AND CONSTRUCTION**

10 **10.1.** The terms and obligations arising from this Consent Judgment shall be construed  
11 and enforced in accordance with the laws of the State of California.

12 **11. ENTIRE AGREEMENT**

13 **11.1.** This Consent Judgment contains the sole and entire agreement and understanding  
14 of Prop 65 Plaintiffs and Settling Defendant with respect to the entire subject matter hereof.

15 **11.2.** There are no warranties, representations, or other agreements between Prop 65  
16 Plaintiffs and Settling Defendant except as expressly set forth herein. No representations, oral or  
17 otherwise, express or implied, other than those specifically referred to in this Consent Judgment  
18 have been made by any Party hereto.

19 **11.3.** No other agreements not specifically contained or referenced herein, oral or  
20 otherwise, shall be deemed to exist or to bind any of the Parties hereto. Any agreements  
21 specifically contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind  
22 any of the Parties hereto only to the extent that they are expressly incorporated herein.

23 **11.4.** No supplementation, modification, waiver, or termination of this Consent  
24 Judgment shall be binding unless executed in writing by the Party to be bound thereby.

25 **11.5.** No waiver of any of the provisions of this Consent Judgment shall be deemed or  
26 shall constitute a waiver of any of the other provisions hereof whether or not similar, nor shall  
27 such waiver constitute a continuing waiver.

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**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 **12. RETENTION OF JURISDICTION**

2 **12.1.** This Court shall retain jurisdiction of this matter to implement or modify the  
3 Consent Judgment.

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6 by the Party he or she represents to stipulate to this Consent Judgment and to enter into and  
7 execute the Consent Judgment on behalf of the Party represented and to legally bind that Party.

8 **14. EXECUTION IN COUNTERPARTS**

9 **14.1.** The stipulations to this Consent Judgment may be executed in counterparts and by  
10 means of facsimile, which taken together shall be deemed to constitute one document.

11 **IT IS SO STIPULATED:**

12 **CENTER FOR ENVIRONMENTAL HEALTH**

13  
14  
15 \_\_\_\_\_  
16 Michael Green  
17 Chief Executive Officer

18 **ARAM KALOUSTIAN**

19 DocuSigned by:  
20   
21 \_\_\_\_\_  
22 Aram Kaloustian  
23  
24  
25  
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28

1 SOUTHERN CALIFORNIA GAS COMPANY, INC.

2 David J. Barrett

3 Signature

4 David J. Barrett

5 Printed Name

6 Vice President & General Counsel

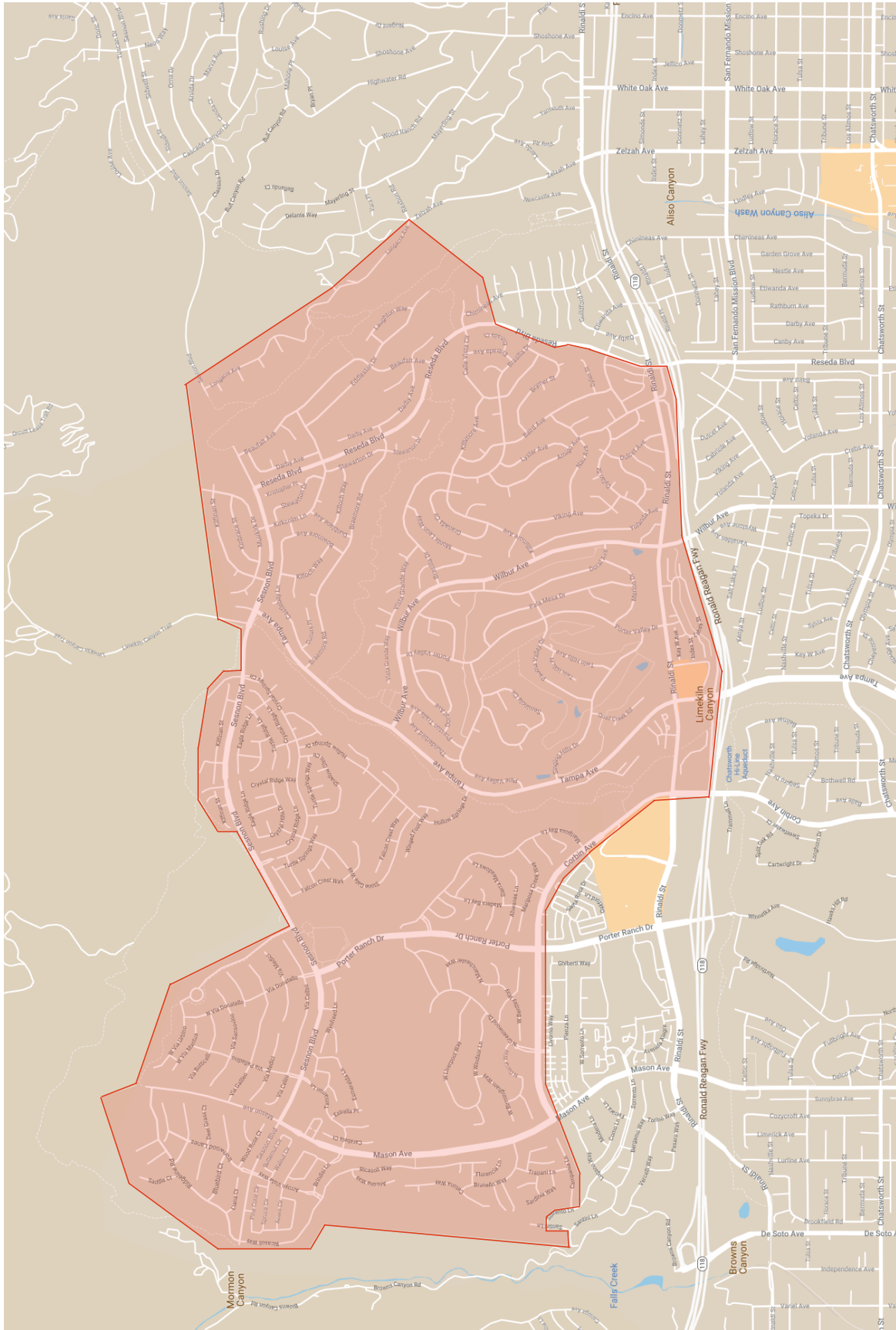
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8  
9 **IT IS SO ORDERED:**

10  
11  
12 Dated: \_\_\_\_\_, 2020

13 \_\_\_\_\_  
14 HON. DANIEL BUCKLEY  
15 Judge of the Superior Court

# EXHIBIT 1





# EXHIBIT 2

