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8	SUPERIOR COURT FOR THE STATE OF CALIFORNIA		
9	SOI ERIOR COURT FOR THE STATE OF CALIFORNIA		
10	FOR THE COUNTY OF	LOS ANGELES, CENTRAL DISTRICT	
11			
12	Coordination Proceeding Special Title:	JUDICIAL COUNCIL	
13		COORDINATION PROCEEDING NO. 4861	
14	SOUTHERN CALIFORNIA GAS		
15	LEAK CASES	Case Assigned for All Purposes to the Honorable Daniel Buckley	
16		Department SS-01	
17		[PROPOSED] CONSENT JUDGMENT RESOLVING PROP 65 PLAINTIFF'S	
18		PROPOSITION 65 CLAIM ONLY	
19			
20	1. INTRODUCTION		
21	1.1. This Consent Judgment is en	ntered into by Plaintiffs Aram Kaloustian and Center	
22	for Environmental Health, a non-profit corporation ("CEH") ¹ , 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	¹ Plaintiffs Aram Kaloustian and CEH are referred to herein together as the "Prop 65 Plaintiffs."		
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DOCUMENT PREPARED ON RECYCLED PAPER	CONSENT JUDGMENT RE: SOUTHERN C	CALIFORNIA GAS LEAK CASES. – CASE NO. JCCP 4861	

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

- 1.2. On December 22, 2015, Aram Kaloustian served a 60-day Notice of Violation relating to the California Safe Drinking Water and Toxic Enforcement Act of 1986, California Health & Safety Code § 25249.5, *et seq.* ("Proposition 65") on Settling Defendant, Sempra Energy, the California Attorney General, the District Attorney for the County of Los Angeles and City Attorney for the city of Los Angeles.
- 1.3. On October 28, 2016, CEH served a 60-Day Notice of Violation relating to Proposition 65 on Settling Defendant, Sempra Energy, the California Attorney General, the District Attorney for the County of Los Angeles and City Attorney for the city of Los Angeles. The notices referred to in paragraphs 1.2 and 1.3 are together referred to as the "Notices."
- **1.4.** The Notices allege violations of Proposition 65 with respect to the failure to provide warnings to individuals allegedly exposed to benzene during a leak from Settling Defendant's Standard Sesnon Well 25 ("SS-25"), a gas injection well at the Aliso Canyon Natural Gas Storage Facility (the "Facility").
- **1.5.** Settling Defendant is a corporation that employs ten (10) or more persons and that owns and/or operates the Facility.
- **1.6.** On March 1, 2016, plaintiff Kaloustian filed a complaint entitled *Kaloustian v*. *Southern California Gas Company*, Case No. BC 612191 in the Los Angeles Superior Court. The *Kaloustian* complaint was subsequently coordinated in the JCCP Action. On March 6, 2017, the plaintiffs in the JCCP Action filed a Third Amended Consolidated Master Complaint that added CEH as a plaintiff and included a cause of action under Proposition 65 brought by the Prop 65 Plaintiffs against Settling Defendant and Sempra Energy. Plaintiffs Kaloustian and CEH are referred to herein as "Prop 65 Plaintiffs."
- **1.7.** For purposes of this Consent Decree only, the Proposition 65 cause of action (16th Cause of Action) brought by the Prop 65 Plaintiffs in the Third Amended Consolidated Master

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Complaint in the JCCP Action against Settling Defendant and Sempra Energy is referred to herein as the "Complaint."

- 1.8. For purposes of this Consent Judgment only, the Parties stipulate that: (i) this Court has jurisdiction over the allegations of violations contained in the Notices and Complaint and personal jurisdiction over Settling Defendant as to the acts alleged in the Complaint; (ii) venue is proper in the County of Los Angeles; (iii) this Court has jurisdiction to enter this Consent Judgment as a full and final resolution of all claims which were or could have been raised in the Complaint based on the facts alleged in the Notices and Complaint with respect to exposures to benzene allegedly caused by or related to emissions from the Facility; and (iv) the entry of this Consent Judgment shall have the effect of dismissing Sempra Energy from the 16th Cause of Action in the Complaint.
- 1.9. The Parties enter into this Consent Judgment as a full and final settlement of all claims which were or could have been raised in the Complaint arising out of the facts or conduct related to Settling Defendant alleged therein. By execution of this Consent Judgment and agreeing to comply with its terms, the Parties do not admit any fact, conclusion of law, or violation of law, nor shall compliance with the Consent Judgment constitute or be construed as an admission by the Parties of any fact, conclusion of law, or violation of law. Settling Defendant denies the factual and legal allegations in the Notices and Complaint and expressly denies any wrongdoing whatsoever. Except as specifically provided herein, nothing in this Consent Judgment shall prejudice, waive, or impair any right, remedy, argument, or defense any of the Parties may have in this or any other pending or future legal proceedings. This Consent Judgment is the product of negotiation and is accepted by the Parties solely for purposes of settling, compromising, and resolving issues disputed in the Complaint. This Consent Judgment is a compromise and is not admissible in any legal proceeding other than in an action to enforce its terms, and all negotiations between the Parties regarding the Consent Judgment are subject to California Rule of Evidence 1152.

2. **DEFINITIONS**

- **2.1.** "Effective Date" means the date on which the Court enters this Consent Judgment.
- **2.2.** "Community" means all residents living within the area identified on the map attached as **Exhibit 1**.
- **2.3.** "Facility" means Settling Defendant's Aliso Canyon Natural Gas Storage Facility, located at 12801 Tampa Ave, Porter Ranch, California.
- 2.4. "Incident" means one or more exceedances of the Warning Threshold over any 72 hour period. For clarity, an Incident may last for more than 72 hours, but will terminate when 72 hours has elapsed since the last exceedance of the Warning Threshold. By way of example, if the benzene monitors are activated by the methane monitoring system detecting methane at 25 ppm or greater for at least 30 minutes on Day One, and a benzene monitor then detects benzene at 1.5 ppb or greater over a 30 minute averaging period, but methane on Day One drop below 25 ppm methane and/or benzene levels drop below 1.5 ppb such that the benzene monitoring is not activated again until the following day (Day Two) during which there is a second exceedance of the Warning Threshold, the two exceedances constitute a single Incident that does not terminate until 72 hours after the second exceedance on Day 2.
- **2.5.** "Warning Threshold" means benzene levels of 1.5 parts per billion or greater averaged over any 30-minute period measured at any of the fenceline monitoring locations where the benzene monitoring was triggered by the neighboring methane monitor detecting methane concentrations in excess of 25 parts per million ("ppm") for 30 minutes.

3. INJUNCTIVE RELIEF

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

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

- 3.2. Fenceline Monitoring for Benzene. Within 120-days following the Effective Date, Settling Defendant shall, subject to any permitting delays, install equipment for monitoring benzene at two locations alongside the methane monitoring system shown on the map attached as Exhibit 2. The benzene monitoring equipment will become operational within 60 days thereafter, subject to good cause for further time necessary to render the equipment fully operational. This benzene monitoring requirement shall continue to operate throughout the duration of Settling Defendant's methane monitoring obligation as described in Section 4.1 of the Consent Judgment entered between the Government Plaintiffs and Settling Defendant in the Government Plaintiffs' Action. In the event there are permitting delays, Settling Defendant will promptly notify Prop 65 Plaintiffs of the delay and the reason for such delay in accordance with the notice provisions set forth in Section 8.1.2.
- **3.2.1. Type of Monitoring**. Benzene monitoring shall be performed using a real-time continuous benzene monitor that will activate only after the methane monitoring system detects methane at greater than 25 ppm for 30 minutes and shall have a detection limit of <0.3 ug/m3 for benzene and will deactivate when the methane monitoring system has detected methane at less than 25 ppm for 30 minutes.
- **3.3.** Clear and Reasonable Warnings. In the event that the benzene monitoring identifies concentrations of benzene that exceed the Warning Threshold, Settling Defendant shall provide a clear and reasonable warning as defined in this Section.
- **3.3.1. Warning Methods.** In order to provide the Community with a clear and reasonable warning pursuant to Proposition 65, Settling Defendant shall provide residents within the Community who have opted to receive messages with a warning containing the language set forth in Section 3.3.2 below by electronic mail or text message and Settling Defendant shall also post a link to the warning on the SoCalGas Aliso Canyon Fenceline Monitoring Webpage.

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120 days following the Effective Date, Settling Defendant shall revise the SoCalGas Aliso Canyon Infrared Fence-Line Methane Monitoring System webpage ("Fenceline Monitoring Webpage") to include a description of the benzene monitoring described in Section 3.2.

3.3.1.2. **Informing Residents re Right to Electronic Mail/Text**

Message Warnings Notification. Within 90 days following the Effective Date, Settling Defendant shall inform the Community of their right to obtain notifications by electronic mail and/or text message when the Warning Threshold is exceeded once the fenceline monitoring system described in Section 3.2 is fully operational. In order to allow for the residents to make the election, Settling Defendant shall include an informational insert in all bills mailed to customers within the Community that will inform customers of the opportunity to sign up for notifications by electronic mail and/or text message at the Fenceline Monitoring Webpage. The wording of the insert shall be agreed upon by the Parties. The insert shall be on colored paper different from the rest of the bill and shall be provided with the bill for the first billing period following the Effective Date. For those individuals who receive their bills online and/or pay their bills online, Settling Defendant will set up a conspicuous link to inform such individuals of the opportunity to sign up for notifications by electronic mail and/or text message.

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

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

- 3.3.1.5. Warning Frequency. No more than one electronic mail/text warning and website warning shall be required following an exceedance of the Warning Threshold for any single Incident.
- **3.3.2. Content of the warnings.** All warnings required under this section shall be provided in both English and Spanish.
- 3.3.2.1. Electronic Mail/Text Message Warnings. The electronic mail and text message warning shall provide the information set forth below in accordance with Section 3.3.1.2. Text message warnings will be issued as technically feasible, including for example, in a link to the warning or picture of the warning.:

PROPOSITION 65 WARNING

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

You can also visit socalgas.com/stay-safe/pipeline-and-storage-safety/aliso-canyon-monitoring

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1	for more information and updates.		
2	3.3.2.2. Website Warnings. The warning posted on the Fenceline		
3	Monitoring Webpage shall state the following.		
4	Monitoring Weopage shan state the following.		
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/.		
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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.		
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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/.		
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4. PAYMENTS

- **4.1.** Settling Defendant shall pay to Prop 65 Plaintiffs the total sum of \$1,550,000, which shall be allocated as follows:
- **4.1.1.** \$500,000 as a civil penalty pursuant to California Health & Safety Code § 25249.7(b), such money to be apportioned by Prop 65 Plaintiffs in accordance with California Health & Safety Code § 25249.12 (25% to Prop 65 Plaintiffs and 75% to the State of California's Office of Environmental Health Hazard Assessment).
- **4.1.2.** \$275,000 as an Additional Settlement Payment ("ASP") in lieu of civil penalty to CEH pursuant to Health & Safety Code § 25249.7(b), and California Code of Regulations, Title 11, § 3204. CEH intends to place these funds in CEH's South Coast Basin Clean Air Fund, which shall be focused on reducing the public health impacts and risks of exposure to benzene and other air pollutants in California. CEH will use these funds to produce educational materials for the public about benzene and other air pollutants, to work with allied organizations to reduce exposure to benzene and other air pollutants, and develop programs and activities focused on reducing exposure to air pollutants at the nexus of petrochemicals, plastics, and climate change ("PPC").
- 4.1.3. \$775,000 as a reimbursement of a portion of Prop 65 Plaintiffs' reasonable attorneys' fees and costs. This amount shall be divided into two checks: (1) a check for \$747,500 shall be made payable to Lexington Law Group; and (2) a check for \$27,500 shall be made payable to the Center for Environmental Health. The check to Lexington Law Group is intended to cover all attorneys' fees and costs incurred by outside counsel for the Prop 65 Plaintiffs investigating and litigating the claim under Proposition 65, including any financial obligations they may have in the JCCP Action relating to such claim. Lexington Law Group shall be solely responsible to apportion the attorneys' fees and costs paid to it with the KJT Law Group. This paragraph has no bearing on whether outside counsel for the Prop 65 Plaintiffs can recover attorneys' fees and costs related to work performed in furtherance of common benefit work in the JCCP Action.

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

5. ENFORCEMENT OF CONSENT JUDGMENT

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

6. MODIFICATION OF CONSENT JUDGMENT

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

7. CLAIMS COVERED AND RELEASE

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

9. COURT APPROVAL

- **9.1.** This Consent Judgment shall become effective on the Effective Date. Prop 65 Plaintiffs shall promptly prepare and file a Motion for Approval of this Consent Judgment and Settling Defendant shall support approval of such Motion. Such Motion for Approval will include a specific approval of the dismissal of Sempra Energy from the Complaint.
- **9.2.** If this Consent Judgment is not entered by the Court, it shall be of no force or effect and shall not be introduced into evidence or otherwise used in any proceeding for any purpose.

10. GOVERNING LAW AND CONSTRUCTION

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

11. ENTIRE AGREEMENT

- **11.1.** This Consent Judgment contains the sole and entire agreement and understanding of Prop 65 Plaintiffs and Settling Defendant with respect to the entire subject matter hereof.
- 11.2. There are no warranties, representations, or other agreements between Prop 65 Plaintiffs and Settling Defendant except as expressly set forth herein. No representations, oral or otherwise, express or implied, other than those specifically referred to in this Consent Judgment have been made by any Party hereto.
- 11.3. No other agreements not specifically contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind any of the Parties hereto. Any agreements specifically contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind any of the Parties hereto only to the extent that they are expressly incorporated herein.
- **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.

1	12. RETENTION OF JURISDICTION	
2	12.1. This Court shall retain jurisdiction of this matter to implement or modify the	
3	Consent Judgment.	
4	13. AUTHORITY TO STIPULATE TO CONSENT JUDGMENT	
5	13.1. Each signatory to this Consent Judgment certifies that he or she is fully authorized	
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.	
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12	IT IS SO STIPULATED:	
13	CENTER FOR ENVIRONMENTAL HEALTH	
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15	Michael Green	
16	Chief Executive Officer	
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18	ARAM KALOUSTIAN	
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21	Aram Kaloustian	
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28 Document Prepared	-13-	
ON RECYCLED PAPER	CONSENT JUDGMENT RE: SOUTHERN CALIFORNIA GAS LEAK CASES. – CASE NO. JCCP 4861	

	SOUTHERN CALIFORNIA GAS COMPANY, INC.
1	SOUTHERN CALIFORNIA GAS COMI ANT, INC.
2	Signature
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4	Printed Name
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9	IT IS SO ORDERED:
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12	Dated:, 2020
13	HON. DANIEL BUCKLEY Judge of the Superior Court
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DOCUMENT PREPARED ON RECYCLED PAPER	CONSENT JUDGMENT RE: SOUTHERN CALIFORNIA GAS LEAK CASES. – CASE NO. JCCP 4861

EXHIBIT 1

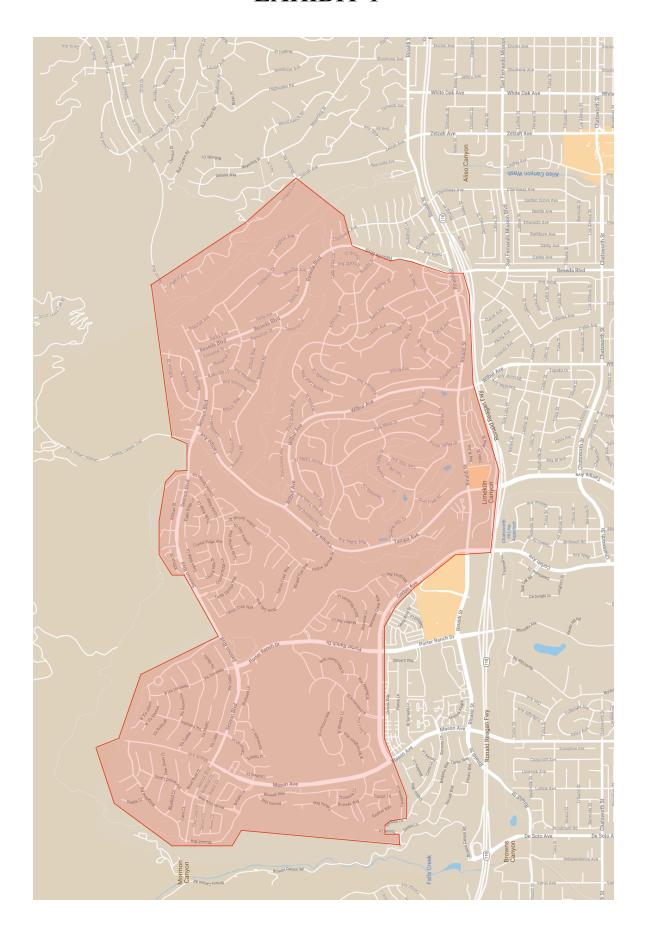


EXHIBIT 2

