

FILED

SUPERIOR COURT of CALIFORNIA
COUNTY of SANTA BARBARA

12/04/2020

Darrel E. Parker, Executive Officer

BY Chavez, Terri

Deputy Clerk

1 JOYCE E. DUDLEY
2 District Attorney, Santa Barbara County
3 MORGAN S. LUCAS (SBN 288401)
4 CHRISTOPHER B. DALBEY (SBN 285562)
5 Deputy District Attorneys
6 1112 Santa Barbara Street
7 Santa Barbara, California 93101
8 (805) 568-2300

9 *Attorneys for Plaintiff*

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **COUNTY OF SANTA BARBARA**

12 **Anacapa Division**

13 THE PEOPLE OF THE STATE OF
14 CALIFORNIA,

15 Plaintiff,

16 vs.

17 SOUTHERN CALIFORNIA EDISON
18 COMPANY,

19 Defendant.

Case No.: 20CV04002

~~PROPOSED~~ FINAL JUDGMENT BY
STIPULATION

20 Plaintiff, THE PEOPLE OF THE STATE OF CALIFORNIA, appearing through their
21 attorneys, Joyce E. Dudley, the District Attorney of Santa Barbara County, by Deputy District
22 Attorneys Morgan S. Lucas and Christopher B. Dalbey (the "People"); and Defendant,
23 SOUTHERN CALIFORNIA EDISON COMPANY, a California Corporation, ("Defendant" or
24 "SCE"), by its attorneys, Munger, Tolles & Olson LLP, by Brad D. Brian and E. Martin
25 Estrada, have stipulated to the entry of this Final Judgment Pursuant to Stipulation ("Final
26 Judgment") without the Court taking evidence.

27 The Parties also have waived their right to appeal and have agreed to resolve and settle
28 the above-captioned matter without further litigation and without admitting, denying, or

1 conceding any allegation or claim referred to herein or discussed between the Parties or as set
2 forth in the First Amended Complaint, except as set forth below under the "LIABILITY"
3 heading.

4 The Court having considered the pleadings and good cause appearing HEREBY
5 ORDERS, ADJUDGES, AND DECREES that the People have judgment against Defendant as
6 follows.

7 **DEFINITIONS**

8 1. For purposes of this Final Judgment, the People and Defendant shall be referred
9 to collectively as "Parties" and individually as "Party."

10 2. As defined in the First Amended Complaint, the term "Impacted Area" applies to
11 the area where SCE conducted its maintenance and road grading work beginning on December
12 4, 2019. It includes approximately 1.6 miles of Spyglass Ridge Road, commencing at the
13 Inspiration Point Trailhead where Spyglass Road branches toward the northeast from Tunnel
14 Road.

15 **JURISDICTION and VENUE**

16 3. The action is brought under the laws of the State of California and this Court has
17 jurisdiction of the subject matter hereof and the Parties hereto. Venue is proper before this
18 Court.

19 **APPLICABILITY**

20 4. The injunctive provisions of this Final Judgment are applicable to SCE and all
21 successors, assigns, and subsidiaries of SCE and are applicable to SCE's parent corporation,
22 Edison International (collectively "Enjoined Persons"). Enjoined Persons are also subject to
23 these injunctive provisions for any instructions or directives SCE gives to subcontractors or
24 other entities performing work on behalf of SCE.

25 **INJUNCTIVE PROVISIONS**

26 5. Pursuant to the statutory provisions cited below, Enjoined Persons are enjoined
27 for a period of five years from the date of entry of this Final Judgment from engaging, directly
28 or indirectly, in any of the following acts or practices in the State of California:

- 1 a. Under Fish and Game Code section 1615(e) and Business and
2 Professions Code section 17203, without prior authorization from the
3 California Department of Fish and Wildlife (“CDFW”) in accord with
4 Fish and Game Code section 1602(a)(1) through (a)(4), substantially
5 diverting or obstructing the natural flow of, or substantially changing or
6 using any material from the bed, channel, or bank of, any river, stream, or
7 lake, or depositing or disposing of debris, waste, or other material
8 containing crumbled, flaked, or ground pavement where it may pass into
9 any river, stream, or lake, in violation of Fish and Game Code
10 section 1602(a).
- 11 b. Under Fish and Game Code section 5650.1(f) and Business and
12 Professions Code section 17203, except as authorized by Fish and Game
13 Code section 5650(b), depositing in, permitting to pass into, or placing
14 where it can pass into the waters of the State of California any substance
15 or material deleterious to fish, plant life, mammals, or bird life, in
16 violation of Fish and Game Code section 5650(a)(6).
- 17 c. Under Business and Profession Code section 17203, causing or
18 permitting to exist any log jam or debris accumulation or any other
19 artificial barrier, except a dam for the storage or diversion of water,
20 public bridges and approaches thereto, groins, jetties, seawalls,
21 breakwaters, bulkheads, wharves and piers permitted by law, and debris
22 from mining operations, in any stream in California, which will prevent
23 the passing of fish up and down stream or which is deleterious to fish, in
24 violation of Fish and Game Code section 5948.
- 25 d. Under Business and Profession Code section 17203, knowingly or
26 negligently discharging pollutants to the navigable waters of the United
27 States, in violation of Water Code section 13387 and United States Code,
28 title 33, section 1311(a).

1 e. Under Santa Barbara County Ordinance section 14-34(b) and Business
2 and Profession Code section 17203, causing or allowing a significant
3 environmental impact to occur as a result of new grading, in violation of
4 Santa Barbara County Ordinance section 14-6.

5 f. Under Business and Profession Code section 17203, engaging in or
6 performing any of the following acts within California: committing acts
7 of unfair competition by violating Fish and Game Code sections 1602,
8 5650, or 5948; Water Code sections 13376 or 13387; United States
9 Code, title 33, section 1311(a); or Santa Barbara County Ordinance
10 section 14-6.

11 6. Under Fish and Game Code section 1602, SCE submitted a Notification of Lake
12 or Streambed Alteration for the Mission Canyon Stream Habitat Restoration Project [hereafter
13 "Restoration Project"] (Notification No. 1600-2020-0149-R5). Under Fish and Game Code
14 section 1615(e) and Business and Professions Code section 17203, Enjoined Persons shall
15 comply with all written instructions from CDFW concerning the completeness of Notification
16 No. 1600-2020-0149-R5; modifications or additions to this Notification; preparation of and
17 entry into a Lake or Streambed Alteration Agreement; and the completion of all requirements
18 imposed on SCE by any Lake or Streambed Alteration Agreement for the Restoration Project.

19 7. Immediately upon the issuance of the Remediation Complete Letter from CDFW
20 regarding the Lake or Streambed Alteration Agreement referenced in Paragraph 6 herein,
21 Enjoined Persons' obligations under Paragraph 6 shall cease.

22 8. Under Business and Professions Code section 17203, unless otherwise notified in
23 writing by the Santa Barbara Planning and Development Department, Enjoined Persons shall
24 complete the Mission Canyon Road Repair Project as outlined in Land Use Permit No. 20LUP-
25 00000-00132 issued by the County of Santa Barbara Planning and Development Department.

26 9. Under Business and Professions Code section 17203, in addition to the work
27 outlined in Land Use Permit No. 20LUP-00000-00132, Enjoined Persons shall obtain all
28 required permits from the County of Santa Barbara for work needed to complete abatement of

1 the violations described in the Notice of Violation issued on January 16, 2020, by the Santa
2 Barbara County Planning and Development Department (NOV #7019-1120-0001-0376-7722),
3 including submittal and performance of a restoration plan for damage caused by SCE to the
4 Impacted Area.

5 10. Enjoined Parties' obligations under Paragraphs 8 and 9 herein shall cease upon
6 notification in writing from the County of Santa Barbara that the terms of the permits referenced
7 in Paragraphs 8 and 9 have been met.

8 **CIVIL PENALTIES and COST RECOVERY**

9 11. Defendant shall, within twenty-one days after entry of this Final Judgment, pay
10 civil penalties and costs in the total amount of Three Million, Five Hundred Forty Thousand
11 Dollars (\$3,540,000), pursuant to Fish and Game Code sections 1615 and 5650.1, Business and
12 Professions Code section 17206, and Government Code section 26506. The payments shall be
13 allocated as follows:

- 14 a. One Million, Three Hundred Twelve Thousand, Five Hundred Dollars
15 (\$1,312,500) as civil penalties under Business and Professions Code
16 section 17206, payable to the County of Santa Barbara.
- 17 b. One Hundred, Twenty-Five Thousand Dollars (\$125,000) as civil
18 penalties under Fish and Game Code section 1615(a), payable as follows
19 pursuant to section 1615(f):
- 20 i. Sixty-Two Thousand, Five Hundred Dollars (\$62,500) to Santa
21 Barbara County Fish and Wildlife Propagation Fund; and
- 22 ii. Sixty-Two Thousand, Five Hundred Dollars (\$62,500) to
23 California Department of Fish and Wildlife Fish and Game
24 Preservation Fund.
- 25 c. One Hundred, Twenty-Five Thousand Dollars (\$125,000) as civil
26 penalties under Fish and Game Code section 5650.1(a), payable as
27 follows pursuant to section 5650.1(h):
28

- 1 i. Sixty-Two Thousand, Five Hundred Dollars (\$62,500) to Santa
2 Barbara County Fish and Wildlife Propagation Fund; and
3 ii. Sixty-Two Thousand, Five Hundred Dollars (\$62,500) to
4 California Department of Fish and Wildlife Fish and Game
5 Preservation Fund.
- 6 d. One Million, Sixty-Two Thousand, Five Hundred Dollars (\$1,062,500) as
7 civil penalties under Fish and Game Code section 5650.1(i), payable as
8 follows pursuant to section 5650.1(h):
- 9 i. Five Hundred Thirty-One Thousand, Two Hundred Fifty
10 Dollars (\$531,250) to Santa Barbara County Fish and Wildlife
11 Propagation Fund; and
12 ii. Five Hundred Thirty-One Thousand, Two Hundred Fifty
13 Dollars (\$531,250) to California Department of Fish and
14 Wildlife Fish and Game Preservation Fund.
- 15 e. Eight Hundred Seventy-Five Thousand Dollars (\$875,000) for
16 Supplemental Environmental Projects (“SEPs”) identified in, and in
17 accordance with, the terms of **Exhibit A**, attached.
- 18 f. Twenty-Five Thousand Dollars (\$25,000) for cost reimbursement to
19 Santa Barbara County District Attorney’s Office.
- 20 g. Fifteen Thousand Dollars (\$15,000) for cost reimbursement to California
21 Department of Fish and Wildlife.

22 12. Payment shall be by cashier’s checks, certified checks, or attorney trust-account
23 checks. All checks shall be made payable to the entities identified above, and the People’s
24 counsel shall deliver the checks to those payees. The checks shall be delivered within twenty-
25 one days of the date of entry of this Final Judgment to the following address:

26 Santa Barbara County District Attorney’s Office
27 Attention: Morgan Lucas
28 1112 Santa Barbara Street
 Santa Barbara, California 93101

1 **ENFORCEMENT OF FINAL JUDGMENT AND PENALTIES**

2 13. Pursuant to Code of Civil Procedure section 664.6 and the request of the Parties,
3 the Court retains jurisdiction over this matter and the terms of the Final Judgment. The People
4 may move this Court to enjoin any violation of any provision of this Final Judgment, and to
5 award other appropriate relief, and Defendant reserves any rights to oppose or defend as may be
6 legally permissible. Nothing in this Final Judgment shall limit any rights of the People to seek
7 any other relief or for criminal or civil remedies for future violations as provided by law, and
8 nothing herein shall limit any rights of Defendant to oppose or dispute any such action by the
9 People.

10 **MATTERS COVERED BY THIS FINAL JUDGMENT**

11 14. This Judgment is a final and binding resolution and settlement of all disputed
12 claims, violations, and causes of action arising from the matters and allegations set forth in the
13 People's First Amended Complaint against Defendant and/or its parent corporation, Edison
14 International, and any subsidiary companies, as well as its officers, directors, employees, agents,
15 representatives, successors, and assignees up to the effective date of this Judgment, collectively
16 known as "Covered Matters." Any claim, violation, or cause of action that is not a Covered
17 Matter as defined above is a "Reserved Claim."

18 15. Reserved Claims include, without limitation: (1) any unknown violations arising
19 out of matters or allegations that are not set forth in the People's First Amended Complaint,
20 (2) any violation of the injunctive provisions of the Judgment entered in this action, (3) any
21 violation that occurs after the effective date of this Judgment; and (4) any claim, violation, or
22 cause of action against Defendant's independent contractors or subcontractors. The Parties
23 reserve the right to pursue, or defend against, any Reserved Claim. This Paragraph does not
24 affect any statute of limitations, if any, which may be applicable to any Reserved Claim, and
25 does not prohibit Defendant from asserting any statute of limitations or other legal or equitable
26 defenses that may be applicable to any Reserved Claim.

27 16. The provisions of Paragraphs 14 and 15 are expressly conditioned on Defendant
28 making full payment pursuant to Paragraphs 11 and 12.

17. In any subsequent action that may be brought by the People based on any Reserved Claim, SCE agrees that it will not assert that failing to pursue the Reserved Claims as part of this action constitutes claim-splitting, laches, or is otherwise inequitable because such claims should have been brought as part of this action. This paragraph does not prohibit Defendant from asserting any statute of limitations or other legal or equitable defenses that may be applicable to any Reserved Claims.

18. Defendant has covenanted not to pursue any civil, appellate, or administrative claims against the People or against any agency or office of or within the County of Santa Barbara, or against any of its officers, employees, representatives, agents or attorneys arising out of or in any way related to any Covered Matter.

NOTICES

19. All submissions and notices required by this Final Judgment, except as otherwise specified above, shall be sent to:

For the People: **Morgan S. Lucas**
Deputy District Attorney
Santa Barbara County District Attorney's Office
1112 Santa Barbara Street
Santa Barbara, CA 93101

For Defendant: Brad D. Brian
E. Martin Estrada
Munger, Tolles & Olson LLP
350 S. Grand Ave., 50th Fl.
Los Angeles, CA 90071-3426
Brad.Brian@mto.com

Any Party may change its notice name and address by informing the other Party in writing, but no change is effective until its receipt is confirmed. All notices and other communications required or permitted under this Final Judgment that are properly addressed as provided in this paragraph are effective upon delivery if delivered personally or by overnight mail, or are effective five (5) days following deposit in the United States mail, postage prepaid, if delivered by mail.

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20. Except as expressly provided in this Final Judgment, nothing in this Final Judgment is intended nor shall it be construed to preclude the People or any state, county, or local agency, department, board, or entity from exercising its authority under any law, statute or regulation.

LIABILITY OF THE PEOPLE

21. To the extent permitted by law, the People and its representatives herein shall not be liable for any injury or damage to persons or property resulting from acts or omissions by Defendant, its directors, officers, employees, agents, representatives or contractors, in carrying out activities pursuant to this Final Judgment, nor shall the People or their representatives be held as a party to or guarantor of any contract entered into by Defendant, its owners, directors, officers, employees, agents, representatives or contractors, in carrying out the requirements of this Final Judgment

NO WAIVER OF RIGHT TO ENFORCE

22. The failure of the People to enforce any provision of this Final Judgment shall neither be deemed a waiver of such provision nor in any way affect the validity of this Final Judgment. The failure of the People to enforce any such provision shall not preclude it from later enforcing the same or any other provision of this Final Judgment. No oral advice, guidance, suggestions or comments by employees or officials of any Party regarding matters covered in this Final Judgment shall be construed to relieve any Party of its obligations under this Final Judgment.

APPLICATION OF FINAL JUDGMENT

23. This Final Judgment shall apply to and be binding upon the People and upon Defendant and its successors and assigns.

LITIGATION EXPENSES and FEES

24. Defendant shall pay its own filing fees, attorney fees, expert witness fees and all other costs of litigation and investigation incurred to date.

1 **NEUTRAL CONSTRUCTION**

2 25. The terms of this Final Judgment were drafted equally by all Parties. The Parties
3 agree that the rule of construction holding that ambiguity is construed against the drafting party
4 shall not apply to the interpretation of this Final Judgment.

5 **ENTIRE AGREEMENT**

6 26. This Judgment is intended to be a final and binding resolution of the subject
7 matter set forth in this Judgment and supersedes and replaces any and all prior negotiations,
8 confirmatory letters, and proposed agreements or final agreements, whether written or oral.

9 **FUTURE REGULATORY CHANGES**

10 27. Nothing in this Judgment shall excuse Defendant from meeting any more
11 stringent requirements that may be imposed after the effective date of this Judgment by changes
12 in applicable and legally binding legislation or regulations. To the extent any future statutory or
13 regulatory change makes Defendant's obligations less stringent than those provided for in this
14 Judgment, Defendant's compliance with the changed law shall be deemed compliance with this
15 Judgment.

16 **REPRESENTATIONS and WARRANTIES**

17 28. Each Party to this Judgment represents, warrants, and agrees that each Party has
18 made such investigation of the facts and matters pertaining to this Judgment as it deems
19 necessary and is not relying on any representations made by the other Parties in entering into
20 this Judgment; each Party has had an opportunity to consult with an attorney regarding the
21 contents of this Judgment; each Party or the responsible agent of the Party has read this
22 Judgment and understands its contents; and each person signing this Judgment has the full
23 authority to sign on behalf of the Party for which he or she is signing and to bind that Party to
24 the obligations and commitments set forth herein.

25 **BINDING EFFECT**

26 29. This Judgment and its terms, covenants, conditions, provisions, obligations,
27 undertakings, rights and benefits shall be binding upon and inure to the benefit of the Parties and
28 their respective successors-in-interest and assigns.

1 **MODIFICATION OF FINAL JUDGMENT**

2 30. This Final Judgment may be modified only on noticed motion by a Party with
3 approval of the Court, or upon written consent of the Parties and the approval of the Court.

4 **COUNTERPARTS**

5 31. This Judgment may be signed in counterparts by the Parties and those
6 counterparts when taken together shall have the same force and effect as if a single, original
7 document has been signed by the Parties. For purposes of this Judgment, copies of signatures
8 shall be deemed originals.

9 **LIABILITY**

10 32. Pursuant to the admissions by Defendant in the Stipulation for Entry of
11 Judgment, Defendant is liable for the following:

- 12 a. At least one violation of Fish and Game Code section 1602(a), as pleaded in
13 the First Cause of Action;
- 14 b. At least one violation of Fish and Game Code section 5650(a)(6), as pleaded
15 in the Second Cause of Action;
- 16 c. At least one violation of Santa Barbara County Ordinance section 14-6, as
17 pleaded in the Third Cause of Action;
- 18 d. At least one violation of Business and Profession Code section 17200
19 predicated on a violation of Fish and Game Code section 1602(a), as pleaded
20 in the Fourth Cause of Action;
- 21 e. At least one violation of Business and Profession Code section 17200
22 predicated on a violation of Fish and Game Code section 5650(a)(6), as
23 pleaded in the Fourth Cause of Action;
- 24 f. At least one violation of Business and Profession Code section 17200
25 predicated on a violation of Fish and Game Code section 5652(a), as pleaded
26 in the Fourth Cause of Action;
- 27
- 28

- 1 g. At least one violation of Business and Profession Code section 17200
2 predicated on a violation of Fish and Game Code section 5948, as pleaded in
3 the Fourth Cause of Action; and
4 h. At least one violation of Business and Profession Code section 17200
5 predicated on a violation of Santa Barbara County Ordinance section 14-6, as
6 pleaded in the Fourth Cause of Action.

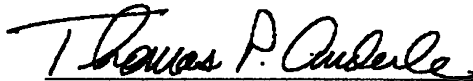
7 **ENTRY OF JUDGMENT**

8 33. The Court's clerk is ordered to enter this Final Judgment immediately, and to
9 provide notice to the People through counsel.

10 34. The effective date of this Final Judgment shall be upon entry. The Parties need
11 not file a Notice of Entry of Judgment.

12 It appearing to the Court that there is good cause for the entry of this Judgment, **IT IS SO**
13 **ORDERED.**

14 Dated: 12/04/2020



Judge of the Superior Court

Thomas P. Anderle

Judgment

Exhibit A

Exhibit A
Supplemental Environmental Projects

1. California Department of Fish and Wildlife*

SOUTHERN CALIFORNIA EDISON COMPANY ("DEFENDANT") shall provide Three Hundred Four Thousand Dollars (\$304,000.00) payable to California Department of Fish and Wildlife ("CDFW") for the sole and exclusive purpose of funding Mission Creek Steelhead Trout Recovery Monitoring, as follows:

The CDFW's Steelhead Unit will conduct two years (January 2021 to January 2023) of southern California steelhead population monitoring within Mission Creek. The monitoring will consist of winter spawning and summer/fall snorkel surveys. The survey area will consist of all available habitat from Rocky Nook Park to the limits of anadromy in Mission Creek and its principal tributary, Rattlesnake Creek. Most of the work will be conducted by temporary employees under direction from a CDFW Environmental Scientist based in Santa Barbara, California. All training, data management, and reporting will be provided by the CDFW Steelhead Unit. The specific surveys will entail biweekly spawner surveys to be conducted between December and May as well as snorkel/electrofishing surveys of the wetted sections of Mission and Rattlesnake Creeks in the late summer/fall in order to count juvenile and adult fish and to document the locations of the steelhead trout in Mission and Rattlesnake Creeks. This funding will cover personnel costs (25% of one full-time Environmental Scientist and at least

* If the payment provided by SOUTHERN CALIFORNIA EDISON COMPANY is accepted by a designated entity, the designated entity shall provide, until the exhaustion of the funds, annual letter reports describing the specific use of the funds. The annual letter reports shall be submitted to the Plaintiff's representatives identified in the Final Judgment. If a designated entity chooses not to accept this payment pursuant to the Final Judgment, Plaintiff shall request, by noticed motion, an alternate disposition of the payment. SOUTHERN CALIFORNIA EDISON COMPANY shall only be obligated to provide the payments described in this Exhibit A, and it shall have no responsibility to perform any of the projects, studies, or other tasks intended to be funded by the payments.

two Fish and Wildlife Scientific Aides) and associated field gear. The Department will provide an annual report and a final report as deliverables, and will make the findings available to the public.

2. Santa Barbara Botanic Garden*

DEFENDANT shall provide Two Hundred Fifty Thousand Dollars (\$250,000.00) payable to Santa Barbara Botanic Garden, Inc., for the sole and exclusive purpose of funding the Upper Mission Creek Biodiversity Project. This Project shall focus on the removal of invasive species and re-establishment of native species, particularly those native species that have been extirpated from the area. This Project shall commence at the headwaters of Mission Creek and progress downstream as funding allows. This Project may include restoration efforts to increase slope stability, improve water quality, and provide improved habitat and reduce invasive species spreading along trails and roadways within the Mission Creek watershed.

3. Urban Creeks Council*

DEFENDANT shall provide One Hundred Thousand Dollars (\$100,000.00) payable to Santa Barbara Urban Creeks Council, Inc. ("SBUCC") for the sole and exclusive purpose of funding the SBUCC Mission Creek Hydrology Study. The scope of this Study shall be determined by the Board of Directors of SBUCC, and the Board shall take all reasonable steps to ensure that the Study encompasses the upper non-urban watersheds of Mission Creek. The

* If the payment provided by SOUTHERN CALIFORNIA EDISON COMPANY is accepted by a designated entity, the designated entity shall provide, until the exhaustion of the funds, annual letter reports describing the specific use of the funds. The annual letter reports shall be submitted to the Plaintiff's representatives identified in the Final Judgment. If a designated entity chooses not to accept this payment pursuant to the Final Judgment, Plaintiff shall request, by noticed motion, an alternate disposition of the payment. SOUTHERN CALIFORNIA EDISON COMPANY shall only be obligated to provide the payments described in this Exhibit A, and it shall have no responsibility to perform any of the projects, studies, or other tasks intended to be funded by the payments.

Study shall provide a data summary and identify means and methods for enhancing aquatic habitat in Mission Creek. The Study may include demonstration and monitoring of restored stream flows if a viable opportunity is identified. The Study shall be performed under the direction of a Certified Hydrogeologist with an active license in the State of California or a Hydrologist certified by The American Institute of Hydrology. The results of the Study, including any reports concerning the Study, shall be provided to the State Water Quality Control Board and the Central Coast Regional Water Quality Control Board, and made available to the public.

4. Sage Trail Alliance*

DEFENDANT shall provide Seventy-Five Thousand Dollars (\$75,000.00) payable to Santa Barbara Mountain Bike Trail Volunteers, Inc., d/b/a Sage Trail Alliance, for the sole and exclusive purpose of funding the Tunnel and Jesusita Trails Restoration, Improvement, and Maintenance Project. This Project shall include the following components: (a) survey of geology, hydrology, ecology, and biology, as necessary to perform the restoration, improvement, and maintenance work; (b) clearing of invasive species, protection of current native species, and replanting of native species; (c) trail hardening and drainage improvements; (d) creation of sediment captures and retaining walls along trail portions in close proximity to creeks, to prevent sedimentation; (e) signage improvements for safety and wayfinding; and (f) trail maintenance for

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at least three years after the completion of the restoration and improvement work. Sage Trail Alliance shall obtain all necessary permits to perform the Project.

5. Santa Barbara Channelkeeper*

DEFENDANT shall provide Fifty Thousand Dollars (\$50,000.00) payable to Santa Barbara Channelkeeper, Inc., for the sole and exclusive purpose of funding the Watershed Brigade, which cleans litter and debris from creeks and trails in the Santa Barbara Front Country, including Tunnel Trail, Inspiration Point Trail, Cathedral Peak Trail, Mission Canyon Catway, and Jesusita Trail.

6. Channel Islands Restoration*

DEFENDANT shall provide Forty Thousand Dollars (\$40,000.00) payable to Channel Islands Restoration for the sole and exclusive purpose of trail management and restoration, including the removal of invasive species, in the San Marcos Foothills Preserve, a County of Santa Barbara open space.

7. Santa Barbara County*

DEFENDANT shall provide Twenty Thousand Dollars (\$20,000) payable to the County of Santa Barbara for the sole and exclusive purpose of funding trail restoration along Mission

* If the payment provided by SOUTHERN CALIFORNIA EDISON COMPANY is accepted by a designated entity, the designated entity shall provide, until the exhaustion of the funds, annual letter reports describing the specific use of the funds. The annual letter reports shall be submitted to the Plaintiff's representatives identified in the Final Judgment. If a designated entity chooses not to accept this payment pursuant to the Final Judgment, Plaintiff shall request, by noticed motion, an alternate disposition of the payment. SOUTHERN CALIFORNIA EDISON COMPANY shall only be obligated to provide the payments described in this Exhibit A, and it shall have no responsibility to perform any of the projects, studies, or other tasks intended to be funded by the payments.

Creek in Rocky Nook Park, to reconstruct parts of the trail to modern trail standards and provide better trail access for the community.

8. Environmental Protection Prosecution Fund*

DEFENDANT shall provide Thirty-Six Thousand Dollars (\$36,000.00) payable to the Craig Thompson Environmental Protection Prosecution Fund ("CTEPP Fund") to be used for purposes consistent with the mission of the CTEPP Fund.

* If the payment provided by SOUTHERN CALIFORNIA EDISON COMPANY is accepted by a designated entity, the designated entity shall provide, until the exhaustion of the funds, annual letter reports describing the specific use of the funds. The annual letter reports shall be submitted to the Plaintiff's representatives identified in the Final Judgment. If a designated entity chooses not to accept this payment pursuant to the Final Judgment, Plaintiff shall request, by noticed motion, an alternate disposition of the payment. SOUTHERN CALIFORNIA EDISON COMPANY shall only be obligated to provide the payments described in this Exhibit A, and it shall have no responsibility to perform any of the projects, studies, or other tasks intended to be funded by the payments.