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FILED
2011 AUG -7 AM 9:44
COUNTY OF STANISLAUS
BY _____
DEPUTY

5 Attorneys for the People

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7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
8 **FOR THE COUNTY OF STANISLAUS**
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10 **PEOPLE OF THE STATE OF**
11 **CALIFORNIA,**

12 Plaintiff,

13 v.

14 **TECHLAND TESTING, INC., BRUCE**
15 **HOAGLAND, AND DOES 1-10**
16 **INCLUSIVE,**

16 Defendant.

Case No.: **617032**

STIPULATED JUDGMENT
FOR INJUNCTION, CIVIL PENALTIES,
AND OTHER RELIEF

17
18 Plaintiff, The People of the State of California, having filed their complaint herein,
19 **BIRGET A. FLADAGER**, District Attorney for the County of **STANISLAUS**, by and
20 through **MATTHEW C. MACLEAR**, Deputy District Attorney of **STANISLAUS** County,
21 and defendants **TECHLAND TESTING, INC., AND BRUCE HOAGLAND** ("Defendants")
22 hereby stipulate and consent to the entry of the Injunction and Judgment Pursuant to this
23 Stipulation ("Stipulated Judgment"). This stipulation is entered into based in part on
24 representations made and reaffirmed by the named defendants herein, that certain payments
25 will be made according to the terms of this Stipulated Judgment. This Stipulated Judgment is

1 a compromise of disputed claims.

2 Upon the consent of the parties hereto, and it appearing to the Court that there is good
3 cause for the entry of this Stipulated Judgment.

4 IT IS ORDERED, ADJUDGED AND DECREED as follows:

5 1. This Court has jurisdiction of the subject matter of this action and each of the
6 parties hereto.

7 2. The injunctive provisions of this Stipulated Judgment are applicable to
8 Defendants, its and his agents, employees, representatives and all persons, partners,
9 corporations, or other entities acting by, through, under, or on behalf of defendants and all
10 persons in concert with or participating with said defendants, whether they have actual or
11 constructive knowledge of this injunction, insofar as they are doing business in the State of
12 California and confined to defendant's underground storage tank testing, monitoring and
13 certification operations in the County of STANISLAUS.

14 3. Pursuant to Business and Professions Code section 17203, Defendants are
15 hereby permanently enjoined for a period of three (3) years from violating Title 23, Section
16 2715 of the California Code of Regulations.

17 4. Defendants shall pay the sum of TWELVE THOUSAND FIVE HUNDRED
18 DOLLARS (\$12,500.00) to be paid as follows:

19 a) Defendants shall pay TWO THOUSAND FIVE HUNDRED DOLLARS
20 (2,500.00) to the State Water Pollution, Cleanup and Abatement Account.

21 b) TEN THOUSAND DOLLARS (\$10,000.00) shall be STAYED for a
22 period of three (3) years, beginning with the filing of this Stipulated Judgment, on the
23 condition that no violations of this judgment occur. It is understood that this stayed
24 \$10,000.00 payment shall be due and owing on this case if any violations of the terms
25 of this Stipulated Judgment are proven. If a violation does occur, Defendant shall pay

1 FIVE THOUSAND DOLLARS (\$5,000.00) to the STANISLAUS County Division of
2 Environmental Health and FIVE THOUSAND DOLLARS (\$5,000.00) to the State
3 Water Pollution, Cleanup and Abatement Account. If no violations of the conditions
4 set forth herein occur during the three-year period, the stay will become permanent.

5 5. In addition, Defendant shall pay the sum of TWO THOUSAND FIVE
6 HUNDRED DOLLARS (\$2,500.00) to Supplemental Environmental and/or Cost Recovery
7 Programs as follows:

8 a) Defendant shall pay the sum of ONE THOUSAND TWO HUNDRED
9 FIFTY DOLLARS (\$1,250.00), payable to the Stanislaus County Division of
10 Environmental Health

11 b) Defendant shall pay the sum of ONE THOUSAND TWO HUNDRED
12 FIFTY DOLLARS (\$1,250.00), payable to the California District Attorneys
13 Association – Circuit Prosecutor Project, as cost recovery.

14 6. All checks shall be sent to the Stanislaus County District Attorney’s Office,
15 attention: Donna Robinson, Stanislaus County Courthouse, P.O. Box 422, Modesto, CA
16 95354. All amounts, except the filing fee, are due within thirty (30) days of the filing of this
17 Final Judgment. The filing fee is due with the signed Stipulated Judgment. Defendant shall
18 pay the sum of NINE HUNDRED SIXTY DOLLARS (\$960.00) payable to the Stanislaus
19 County Superior Court for filing fees.

20 7. In consideration of the representations and promises contained in this
21 Agreement and in consideration of Techland’s payments as set forth in the stipulated
22 judgment, the District Attorney, on behalf of that office and any other legal capacity, and on
23 behalf of their respective present and former agents, employees, and employers, officers,
24 beneficiaries, representatives, attorneys, predecessors, successors, and assigns, and each of
25 them (collectively referred to herein as the “Releasing Parties”), hereby forever jointly,
mutually and specifically agree that (i) no criminal action against Techland, Bruce Hoagland,

1 or Gary Bostrom will be filed in connection with the allegations which are the subject of this
 2 action, (ii) no new complaint, whether administrative or civil, will be filed or initiated, now or
 3 at any time in the future against any of the Released Parties, or against Gary Bostrom, with
 4 respect to, pertaining to, or arising from any matters, acts, omissions, events, conduct or
 5 occurrences at any time predating this Judgment including, but not limited to, any and all
 6 charges, demands, causes of action, whether civil or criminal, or other claims related to or
 7 based upon the facts alleged in the complaint in this action *save and except* for the breach of
 8 any obligation contained in this Judgment. The parties are aware of Civil Code section 1542,
 9 which states:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

13 The parties hereby waive the provisions of section 1542.

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