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13 SUPERIOR COURT OF THE STATE OF CALIFORNIA
14 COUNTY OF SAN FRANCISCO
15

16 PEOPLE OF THE STATE OF CALIFORNIA,

Case No.

17 Plaintiff,

18 v.

19 J.A. MOMANEY SERVICES, INC.,
20 a California Corporation and
DOES 1 through 100, inclusive,

**FINAL JUDGMENT AND
INJUNCTION**

21 Defendants.
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24 Plaintiff, the People of the State of California, ex rel Bill Lockyer, Attorney General of the
25 State of California (“the People”), having filed its Complaint herein, and defendant J.A.
26 Momaney Services, Inc. (“JAM Services”), having been served with a copy of the Complaint filed
27 herein; and
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1 Plaintiff appearing through its attorneys, Bill Lockyer, Attorney General of the State of
2 California, by Kathleen E. Foote, Senior Assistant Attorney General, and Margaret E. Spencer,
3 Deputy Attorney General; and defendant appearing through its counsel, Paul F. Bennett and
4 James G. Schwartz; and plaintiff and defendant having stipulated and consented to the entry of
5 this Final Judgment and Injunction prior to the taking of any proof, and without adjudication of
6 any issue of fact or law herein; and with defendant not admitting any of the allegations in the
7 Complaint and with defendant specifically denying any and all allegations of wrongdoing alleged
8 in the Complaint and with this Final Judgment and Injunction not constituting evidence of or an
9 admission by defendant regarding any issue of fact or law alleged in the Complaint; and

10 The Court having read the pleadings, and being duly advised in the premises; now
11 therefore it is hereby

12 **ORDERED, ADJUDGED AND DECREED** as follows:

13 1. This court has jurisdiction of the subject matter of this action and of the
14 parties hereto.

15 2. The injunctive provisions of this injunction are entered pursuant to
16 California Business and Professions Code §§16750 and 17203, and are directed to defendant JAM
17 Services, its principals, agents, employees, representatives, and all other persons or entities acting
18 by, through, under or on behalf of said defendant, with actual or constructive knowledge of this
19 Final Judgment and Injunction.

20 3. Pursuant to California Business and Professions Code §§16750 and 17203,
21 defendant JAM Services, its principals, agents, employees, representatives, and all other persons
22 or entities acting by, through, under or on behalf of said defendant, with actual or constructive
23 knowledge of this Final Judgment and Injunction, are enjoined and restrained from engaging in or
24 performing, directly or indirectly, the following acts:

- 25 a. Selling Proprietary Traffic Signal Equipment to electrical
26 contractors where such sales are conditioned upon the purchase of
27 Commodity Traffic Signal Equipment.

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b. Refusing to sell to electrical contractors Proprietary Traffic Signal Equipment which JAM Services has the right to sell to electrical contractors.

c. As used herein, Proprietary Traffic Signal Equipment means traffic signal equipment which is manufactured so that it does not function with the same type of equipment manufactured by other manufacturers. Commodity Traffic Signal Equipment means traffic signal equipment which is manufactured so that it functions with the same type of equipment manufactured by others.

4. The injunctive provisions of Paragraph 3 shall terminate five (5) years from the entry of this Final Judgment and Injunction.

5. Pursuant to California Business and Professions Code §§16750 and 17203, defendant JAM Services, its principals, agents, employees, representatives, and all other persons or entities acting by, through, under or on behalf of said defendant, with actual or constructive knowledge of this Final Judgment and Injunction, are directed to do the following:

a. For a period of five (5) years from the date of entry of this Final Judgment and Injunction, JAM Services shall retain, in electronic form, copies of quotes to electrical contractors or other customers, prepared by JAM Services in connection with the sale of traffic signal products. Such electronic records shall be made available, in Microsoft Word format or other format acceptable to the Office of the Attorney General, for review by that office on reasonable notice, which notice shall not be less than thirty (30) days.

b. For a period of five (5) years from the date of entry of this Final Judgment and Injunction, JAM Services shall retain, in hard copy form, copies of invoices prepared by it in connection with the sale

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of traffic signal products. Such records shall be made available for review by the Office of the Attorney General on reasonable notice, which notice shall not be less than thirty (30) days.

c. For a period of five (5) years from the date of entry of this Final Judgment and Injunction, JAM Services shall retain copies of all invoices provided to it from any supplier of products to be inserted into a cabinet in connection with its purchase and sale of traffic signal products. Such records shall be made available to the Office of the Attorney General for review on reasonable notice, which notice shall be not less than thirty (30) days.

d. Until March 31, 2005, JAM Services shall place the following statement on each quotation made to electrical contractors, and other customers, for the sale of traffic signal products: "Each product or item of equipment listed in this quotation is available for purchase from JAM Services as a single item at the price listed."

6. Defendant shall pay, pursuant to California Business and Professions Code §17206, civil penalties in the amount of One Hundred Five Thousand Dollars and No/100ths (\$105,000.00) and, pursuant to California Business and Professions Code §16750, attorneys' fees and costs in the amount of One Hundred Five Thousand Dollars and No/100ths (\$105,000.00), for a total amount of Two Hundred Ten Thousand Dollars and No/100ths (\$210,000.00). At defendant's option, payment of said amount may be made on the following terms and conditions: (i) on or before November 28, 2003 or within ten (10) days of entry of this Final Judgment and Injunction (whichever is later), defendant JAM Services shall pay to the Office of the Attorney General Fifty Thousand Dollars and No/100ths (\$50,000.00) by cashier's check or money order; and (ii) shall make payments, each in the amount of Forty Thousand Dollars and No/100ths (\$40,000.00), in like manner in four (4) payments in quarterly intervals, with the second payment being due and owing on or before February 27, 2004, until the full amount has been paid.

7. In the event that defendant defaults on the payment of any such installment,

1 and fails to cure the same within thirty (30) calendar days, the entire balance of said monetary
2 penalty shall become immediately due and owing hereunder.

3 8. Nothing herein shall preclude JAM Services from prepaying, without
4 penalty, any amount due on its obligation to the Attorney General.

5 9. Deposit or transfer instructions for the payment of attorneys' fees and costs
6 shall be provided by the Attorney General to JAM Services within two (2) business days of the
7 entry of this Final Judgment and Injunction.

8 10. If the Attorney General believes that JAM Services is in violation of any
9 provision of this Final Judgment and Injunction, it shall give JAM Services written notice of the
10 alleged violation and a ten (10) day opportunity to cure or to dispute the alleged violation. Prior
11 to any application to the Court to remedy any alleged violation, the parties shall meet and confer
12 in an effort to resolve their dispute.

13 11. Jurisdiction is retained for the purpose of enforcing this Final Judgment and
14 Injunction and to enable any party hereto to apply to the court at any time for such further orders
15 and directions as might be necessary or appropriate. Jurisdiction is specifically retained to assess
16 any civil penalties that may be found to be due and owing pursuant to Business and Professions
17 Code §17207 for violation of the injunctive provisions of this judgment.

18 12. This Final Judgment and Injunction shall take effect immediately upon the
19 entry hereof.

20 13. The Clerk of this Court is ordered to enter this Final Judgment and
21 Injunction forthwith.

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23 Dated: November 25, 2003

Superior Court Judge