

Agenda Date: January 16, 2014  
Agenda Placement: Admin.  
Estimated Time: N/A  
Continued Item: No

## Board Agenda Item

TO: Air Pollution Control District Board

FROM: Dave Van Mullem, Air Pollution Control Officer

CONTACT: Bob Van Beveren, Administrative Manager, 961-8863

SUBJECT: CA, Inc. Settlement Agreement

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### RECOMMENDATION:

Authorize acceptance of terms and a check in the amount of \$10,666.04 for the settlement of *United States of America, and the States of California, Florida, Hawaii, Illinois, Massachusetts, Nevada, Virginia, District of Columbia and State and City of New York ex rel. Ann-Marie Shaw v. CA, Inc.*, Civil Action No. 06-3552, Federal District Court for the Eastern District of New York.

### DISCUSSION:

On December 16, 2013 the District received a package containing a check in the amount of \$10,666.04 along with a cover letter and a copy of the Settlement Agreement (attached) for the case of *United States of America, and the States of California, Florida, Hawaii, Illinois, Massachusetts, Nevada, Virginia, District of Columbia and State and City of New York ex rel. Ann-Marie Shaw v. CA, Inc.*, Civil Action No. 06-3552, Federal District Court for the Eastern District of New York.

As explained in the documents, the check constitutes the Santa Barbara County Air Pollution Control District's pro rata share of the settlement proceeds under a settlement agreement entered into by the State of California, Relator Ann-Marie Shaw and CA, Inc. Essentially, CA, Inc. had been over charging customers over an extended period of time. The District had been a CA, Inc. customer for the period covered in the settlement. The cover letter includes the District's options as outlined below:

1. Accept and deposit the check – By accepting and depositing the check, the District is agreeing to the settlement terms and forfeiting the right to pursue any other action regarding this matter;

2. Fill out and return the *Return Check Notice Form* along with the check within 70 days of the date of notification – By returning the form and check, the District will be declining to participate in the settlement and forfeiting its pro rata share of the settlement proceeds; or
3. Do nothing – If no action is taken within 70 days of notice, the District will be deemed to have consented to and be bound by the provisions of the settlement and will forfeit the right to pursue any other action regarding this matter.

The settlement document and options have been reviewed by County Counsel and Staff. We recommend the Board authorize the acceptance of the settlement terms and pro rata share of proceeds. In reviewing what the District paid to CA, Inc. for their services during the settlement period, the amount of the check appears fair.

Attachments (2)

Copy of Settlement Agreement and cover letter

Copy of Settlement check