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18 Attorneys for Defendant
 Waste Management of California, Inc.

19 UNITED STATES DISTRICT COURT

20 EASTERN DISTRICT OF CALIFORNIA

21 CALIFORNIA SPORTFISHING PROTECTION
 22 ALLIANCE,

23 Plaintiff,

24 vs.

25 WASTE MANAGEMENT OF CALIFORNIA,
 26 INC.,

27 Defendant.

No.: 2:08-CV-02179-FCD-KJM

CONSENT DECREE

Honorable Frank C. Damrell, Jr.

1 **A. BACKGROUND**

2
3 1. California Sportfishing Protection Alliance (“CSPA”) is a 501(c)(3) non-profit, public
4 benefit corporation organized under the laws of the State of California, dedicated to the protection,
5 enhancement, and restoration of the Mokelumne River, San Joaquin River, the Sacramento-San
6 Joaquin Delta, and other California waters. Bill Jennings is the Chairperson of CSPA and a member
7 of CSPA.

8
9 2. Waste Management of California, Inc. (“WMC”) is a corporation organized under the
10 laws of the State of California that owns and operates Central Valley Waste Services, a waste
11 disposal, material recovery facility, transfer station, and recycling center at 1333 E. Turner Road in
12 Lodi, California (the “Facility”) pursuant to State Water Resources Control Board Water Quality
13 Order No. 97-03-DWQ, National Pollutant Discharge Elimination System General Permit No.
14 CAS000001, Waste Discharge Requirements for Discharges of Storm Water Associated with
15 Industrial Activities Excluding Construction Activities (hereinafter, the “General Permit”). A map
16 of the Facility is attached hereto as Exhibit A and incorporated by reference. CSPA and WMC shall
17 be referred to herein collectively as the “Parties” and each individually as a “Party.”

18
19 3. On or about April 29, 2008, CSPA provided WMC with a Notice of Violation and
20 Intent to File Suit (“60-Day Notice Letter”) under Section 505 of the Federal Water Pollution
21 Control Act (the “Act” or “Clean Water Act”), 33 U.S.C. § 1365.

22
23 4. On September 16, 2008, CSPA filed its Complaint in the United States District Court
24 for the Eastern District of California against WMC (*California Sportfishing Protection Alliance v.*
25 *Waste Management of California, Inc.*, Case No. 2:08-cv-02179-FCD-KJM). A true and correct
26 copy of the Complaint, including the 60-Day Notice Letter, is attached hereto as Exhibit B and
27 incorporated by reference.
28

1 5. WMC denies any and all of CSPA’s claims in its 60-Day Notice Letter and
2 Complaint.

3
4 6. CSPA and WMC, through their authorized representatives and without either
5 adjudication of CSPA’s claims or admission by WMC of any alleged violation or other wrongdoing,
6 have chosen to resolve in full CSPA’s allegations in the 60-Day Notice Letter and Complaint
7 through settlement and avoid the cost and uncertainties of further litigation.

8
9 7. The Parties wish to compromise, resolve, settle, and terminate any and all disputes or
10 claims between them as to the allegations set forth in the 60-Day Notice Letter and Complaint and as
11 a result consent to the entry of this Consent Decree and Order without trial of any issues and
12 stipulate that in order to settle the Claims, this Consent Decree and order should be entered. This
13 Consent Decree constitutes a settlement of disputed claims. It is not an admission of jurisdiction
14 over or liability for the allegations set forth in the 60-Day Notice Letter and Complaint or an
15 admission of any fact. Should this proposed Consent Decree fail to be entered for any reason, this
16 proposed Consent Decree, and any statement or other provision contained in this proposed Consent
17 Decree shall have no legal effect and shall not be used for any purpose in any subsequent proceeding
18 in this or any other litigation.

19
20 8. The Parties agree, and this Court by entering this Consent Decree finds, that this
21 Consent Decree has been negotiated by the Parties in good faith, that settlement of this matter will
22 avoid prolonged and complicated litigation between the Parties, and that this Consent Decree is fair,
23 reasonable, and in the public interest.

24
25 THEREFORE, with the consent of the Parties to this Consent Decree, it is ORDERED,
26 ADJUDGED AND DECREED:

1 **B. COURT’S AUTHORITY**

2
3 This Court has authority under the Clean Water Act, 33 U.S.C. § 1365 to enter and
4 enforce this Consent Decree.

5
6 **C. INJUNCTIVE RELIEF**

7
8 **1. Effective Date.**

9
10 This Consent Decree shall be effective upon the date this Consent Decree is entered
11 by the Court (the “Effective Date”). Pursuant to 33 U.S.C. § 1365(c)(3), the Court shall not enter
12 this Consent Decree until 45 days after receipt of a copy of the proposed Consent Decree by the
13 Attorney General and the Administrator of the U.S. Environmental Protection Agency.

14
15 **2. Compliance with General Permit.**

16
17 WMC agrees to operate the Facility in compliance with the applicable requirements
18 of the General Permit and Clean Water Act.

19
20 **3. Implemented Storm Water Controls**

21
22 WMC shall maintain in good working order all storm water collection and treatment
23 systems currently installed or to be installed pursuant to this Consent Decree, including but not
24 limited to, existing housekeeping measures.

25
26 **4. Additional Best Management Practices**

27
28 WMC shall implement the following best management practices (“BMPs”) to

1 improve the storm water pollution prevention measures at the drop inlets, outfalls and other
2 industrial areas located within those areas of the Facility where stormwater flows to stormwater
3 discharge points, and not to the sanitary sewer system:

4
5 a. Within TEN (10) calendar days after the Effective Date, WMC shall improve
6 the effectiveness of the straw wattles surrounding the drop inlets in the southeastern corner of the
7 Facility by digging trenches for the wattles and anchoring the wattles into the ground. All straw
8 wattles shall be replaced and maintained as needed to maintain their effectiveness.

9
10 b. Within TEN (10) calendar days after the Effective Date, WMC shall install
11 catch basin filters or bag inserts on all drop inlets and catch basins at the Facility. WMC shall use
12 appropriate mesh sizing to catch finer grain materials. Each filter shall be replaced or maintained as
13 needed to maintain its effectiveness.

14
15 c. Within THIRTY (30) calendar days after the Effective Date, WMC shall
16 design removable metal or rubber covers for all drop inlets at the Facility to prevent the
17 accumulation of dirt, leaves and other sediment. The covers shall be placed over all drop inlets on or
18 before July 1st at the end of each rainy season, subsequent to appropriate maintenance of the filters
19 described above. The covers shall be removed prior to the first rain event of the subsequent rainy
20 season. The covers shall be fitted to prevent such materials from entering the drop inlets and
21 designed such that the covers will remain firmly in place while there is normal activity at the
22 Facility.

23
24 d. By October 1, 2009, WMC shall re-direct the storm water flow currently
25 exiting the Facility at Discharge Point #3 to the treatment system at Discharge Point #4.¹

26
27
28 ¹ Discharge Point #3 has already been re-directed to Discharge Point #4, resulting in two stormwater discharge points:
#1 and #4. WMC now designates the former Discharge Point #4 as Sampling Point #2. However, for purposes of

1 e. Within TEN (10) calendar days after the Effective Date, WMC shall augment
2 the berm dividing the transfer station area that discharges to the sanitary sewer from the adjacent
3 areas that discharge to the storm drain system to ensure that the berm effectively divides the two
4 drainage areas and prevents storm water from flowing between the areas.

5
6 f. During each rainy season covered by this AGREEMENT, WMC shall place
7 covers over all discarded materials stored in outside containers, including but not limited to
8 discarded appliances, equipment, and other miscellaneous parts. During the rainy season, WMC
9 may store discarded materials, equipment, and parts, outside on an occasional and temporary basis,
10 but must cover any outside storage in advance of and during any rain events. During the dry season,
11 WMC may store materials outside uncovered. Appliances and other large materials will be stored in
12 areas that drain to the sanitary sewer.

13 14 **5. Increased Housekeeping Measures**

15
16 Within TEN (10) calendar days after the Effective Date, WMC shall institute the
17 following accelerated cleaning schedule in those areas of the Facility where stormwater flows to
18 stormwater discharge points, and not to the sanitary sewer system:

19
20 a. WMC will make the following improvements to its sweeping program:

21
22 (i) On each day that it is opened and staffed, WMC shall conduct daily,
23 manual or mechanical sweeping of high traffic areas at the Facility, including
24 the areas adjacent to the transfer station, to reduce tracking of sediment and
25 other loose materials. Persons performing manual sweeping will be trained to
26 inspect for and clean up visible oil spills.

27 _____
28 consistency, this Consent Decree will continue to use the older designations of #1 and #4.

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(ii) WMC shall conduct weekly, mechanical sweeping of the entire Facility.

(iii) All sweeping activities performed at the Facility shall be recorded in a sweeping log. A sample blank log form will be included in the Facility’s Annual Report and the Storm Water Pollution Prevention Plan.

b. WMC shall require its drivers to inspect their vehicles every day, pursuant to Central Valley Waste Service’s Driver Vehicle Inspection Report (“DVIR”). Each driver shall ensure that his/her vehicle is parked in the correct designated parking space. The inspection shall include an examination of each parking space for evidence of oil leaks.

c. WMC shall implement a program for inspecting and cleaning out the drop inlet filters, including weekly inspections and, if necessary, cleanouts during the rainy season. WMC shall monitor the filters for damage and replace as necessary.

6. Monitoring

WMC agrees to perform the monitoring described herein during the 2008-2009, 2009-2010, and 2010-2011 rainy seasons in addition to the minimum monitoring requirements of the General Permit.

a. WMC shall monitor all storm water discharge locations. For each discharge location, monitoring samples shall be collected at a point downstream from any management measures and treatment systems. Monitoring shall be performed consistent with the monitoring requirements of the General Permit.

1 b. During the 2008-2009 and 2009-2010 rainy seasons, WMC shall sample and
2 analyze storm water discharges from four (4) qualifying storm events (to the extent that such
3 qualifying events occur) that result in discharge consistent with the requirements and protocols set
4 forth in the General Permit. During the 2010-2011 rainy season, WMC shall sample and analyze
5 storm water discharges from three (3) qualifying storm events that result in discharge consistent with
6 the requirements and protocols set forth in the General Permit.

7
8 c. WMC shall analyze each storm water sample taken in accordance with the
9 General Permit and this Consent Decree for, at a minimum, total suspended solids (“TSS”), pH, oil
10 and grease or total organic carbon, electrical conductivity, chemical oxygen demand, zinc, iron,
11 copper, aluminum, and lead. WMC may eliminate one or more of these pollutants from future
12 sampling analysis as allowed by Section B.5.c. of the General Permit.

13
14 d. WMC shall conduct monthly visual observations of each discharge location
15 for at least one qualifying rain event per month (unless no such qualifying event occurs) that results
16 in any discharge from the Facility. WMC shall maintain a written log describing these observations.

17
18 e. During each of its monthly wet weather storm inspections required by the
19 General Permit, WMC shall photograph the drop inlets that flow to stormwater discharge points.
20 WMC is not required to remove the lids, grates, or filter inserts for purposes of photographing each
21 drop inlet. Copies of the photographs will be attached to the Facility’s Annual Reports.

22
23 f. All photographs required by this Settlement Agreement shall be in color and
24 electronically formatted. Each photograph shall be identified by date, the person taking the
25 photograph and the location of the Facility being photographed. The title of each electronic
26 photograph shall include, at a minimum, the date it was taken, the initials of the person taking the
27 photograph and the location of the photographed area (for example, “6.13.2008 MRL SP-2”). Any
28

1 photograph required by this Settlement Agreement shall be provided to CSPA upon request via
2 compact disc(s).

3
4 **7. Monitoring Results**

5
6 Results from WMC's sampling and analysis during the term of this Consent Decree
7 shall be provided to CSPA within 30 calendar days of receipt of the sampling results by WMC or its
8 counsel.

9
10 **8. Meet and Confer Regarding Exceedance of Levels of Potential Concern**

11
12 If analytical results of storm water samples taken by WMC during the 2008-2009,
13 2009-2010, or the 2010-2011 rainy seasons indicate that storm water discharges from the Facility
14 exceed the following levels of potential concern – Total Suspended Solids: 100 mg/L; Specific
15 Conductance: 200 µmhos/cm; Oil & Grease: 15 mg/L or Total Organic Carbon: 120 mg/L; pH: 6.0-
16 9.0 s.u.; Aluminum: 0.75 mg/L; Zinc: 0.117 mg/L; Iron: 1.0 mg/L; Copper: 0.0636 mg/L; Lead:
17 0.0816 mg/L; and Chemical Oxygen Demand: 120 mg/L. WMC agrees to take additional feasible
18 measures aimed at reducing pollutants in the Facility's storm water to levels at or below these levels.

19
20 In furtherance of that objective, WMC shall prepare a written statement
21 ("Memorandum") discussing:

- 22
23 a. any exceedance or exceedances;
- 24
25 b. an explanation of the possible cause(s) and/or source(s) of any exceedance;

26 and

1 c. additional feasible best management practices, if any, that will be taken to
2 further reduce the possibility of future exceedance(s).

3
4 Such Memorandum shall be e-mailed and sent via first class mail to CSPA not later
5 than July 15th following the conclusion of each rainy season.

6
7 Any additional measures set forth in the Memorandum shall be implemented as soon
8 as practicable, but not later than 21 calendar days from the due date of the Memorandum, except
9 where 1) structural changes require longer than 21 calendar days to complete; 2) weather-related
10 conditions render immediate implementation infeasible; or 3) the Parties agree in writing to defer
11 implementation of specific measures in order to effectively meet and confer in accordance with this
12 Section. Within thirty (30) calendar days of implementation, WMC's SWPPP shall be amended to
13 include all additional BMP measures designated in the Memorandum.

14
15 Upon receipt of the Memorandum, CSPA may review and comment on any additional
16 measures. If requested by CSPA within 21 days of receipt of such Memorandum, CSPA and WMC
17 shall meet and confer and conduct a site inspection within 60 days after the due date of the
18 Memorandum to discuss the contents of the Memorandum and the adequacy of proposed measures
19 to improve the quality of the Facility's storm water to levels at or below the Levels of Potential
20 Concern. If within 21 days of the parties meeting and conferring, the Parties do not agree on the
21 adequacy of the additional measures set forth in the Memorandum, the Parties may agree to seek a
22 settlement conference with the Judge assigned to this action pursuant to Section J.2 below. If the
23 Parties fail to reach agreement on additional measures, CSPA may bring a motion before the Judge
24 consistent with Section J.2 below. If CSPA does not request a meet and confer regarding the
25 Memorandum within the 21 day comment period provided for in this paragraph, CSPA shall waive
26 any right to object to such Memorandum pursuant to this Consent Decree.

27
28 Any concurrence or failure to object by CSPA with regard to the reasonableness of

1 any additional measures implemented by WMC shall not be deemed to be an admission of the
2 adequacy of such measures should they fail to bring the Facility’s storm water into compliance with
3 applicable water quality criteria.

4
5 In addition to any site inspections conducted as part of meeting and conferring on
6 additional measures set forth above, WMC shall permit representatives of CSPA to perform one (1)
7 additional site visit to the Facility per year during normal daylight business hours during the term of
8 this Consent Decree; provided that CSPA provides WMC via e-mail with at least one week prior
9 written notice.

10
11 **9. Provision of Documents and Reports**

12
13 During the term of this Consent Decree, WMC shall provide CSPA with a copy of all
14 documents submitted to the Regional Board or the State Water Resources Control Board (“State
15 Board”) concerning the Facility’s storm water discharges, including but not limited to all documents
16 and reports submitted to the Regional Board and/or State Board as required by the General Permit.
17 Such documents and reports shall be mailed to CSPA contemporaneously with submission to such
18 agency. WMC also shall provide CSPA a copy of all documents referenced in this agreement,
19 including but not limited to logs, photographs, or analyses, within seven (7) calendar days of a
20 written request (via e-mail or regular mail) by CSPA.

21
22 **10. Amendment of SWPPP and SWMP**

23
24 Within sixty (60) calendar days of the Effective Date of this Consent Decree, WMC
25 shall amend the Facility’s SWPPP and the Facility’s Storm Water Monitoring Plan (“SWMP”) to
26 incorporate all changes, improvements, sample log forms, and best management practices set forth in
27 or resulting from this Consent Decree. The Facility shall ensure that all maps, tables, and text
28 comply with the requirements of the General Permit. A copy of the amended SWPPP and SWMP

1 shall be provided to CSPA within thirty (30) calendar days of completion. Specific measures
2 include the following:

3
4 a. WMC shall amend the SWPPP and SWMP in the following ways:

5
6 i. The SWPPP shall include adequate descriptions and assessments of
7 potential pollutant sources.

8
9 ii. The SWPPP shall specifically describe the BMPs at the Facility, such
10 as a narrative describing the sand or oil traps used to treat storm water
11 discharges near discharge points 1 and 4, and a description for a
12 program of cleaning out the clarifiers.

13
14 iii. Table 1 of the SWPPP shall summarize all areas of industrial
15 activities, potential pollutant sources, potential pollutants, associated
16 best management practices (BMP's), and describe the actual storm
17 water discharge locations.

18
19 b. WMC shall amend the SWPPP map by making it clearer and easier to read,
20 drawing it to scale and indicating orientation, indicating facility boundaries, indicating the direction
21 of storm water flows, indicating the portions of the drainage areas impacted by run-on from
22 surrounding areas, indicating areas of soil erosion, identifying the municipal storm drain inlets where
23 the facility's storm water discharges may be received, indicating the location of the storm water
24 collection and conveyance system (including all drop inlets and locations of storm water sampling),
25 indicating the location of the Facility's structural control measures, indicating locations where
26 materials are directly exposed to precipitation, and indicating the locations where significant spills or
27 leaks are identified.
28

1 **D. MITIGATION PAYMENT**

2
3 In recognition of the good-faith efforts by WMC to comply with all aspects of the
4 General Permit and the Clean Water Act, and in lieu of payment by WMC of any penalties, which
5 may have been assessed in this action if it had proceeded to trial, WMC agrees to pay the sum of
6 THIRTY-TWO THOUSAND FIVE HUNDRED DOLLARS (\$32,500) to the Rose Foundation for
7 Communities and the Environment (“Rose Foundation”) for the sole purpose of providing grants to
8 environmentally beneficial projects within the Sacramento-San Joaquin Delta Watershed, relating to
9 water quality improvements in the area. Payment shall be made by WMC within THIRTY (30)
10 calendar days of the Effective Date. Payment by WMC shall be made in the form of a single check
11 payable to the “Rose Foundation.”

12
13 **E. ATTORNEY’S FEES AND COSTS; COMPLIANCE OVERSIGHT COSTS**

14
15 As reimbursement for CSPA’s investigative, expert and attorneys’ fees and costs,
16 WMC shall pay CSPA the sum of THIRTY-TWO THOUSAND FIVE HUNDRED DOLLARS
17 (\$32,500). Payment shall be made by WMC within THIRTY (30) calendar days of the Effective
18 Date. Payment by WMC to CSPA shall be made in the form of a single check payable to “Lozeau
19 Drury LLP Attorney-Client Trust Account,” and shall constitute full payment for all costs of
20 litigation, including investigative, expert and attorneys’ fees and costs incurred by CSPA that have
21 or could have been claimed in connection with CSPA’s claims, up to and including the Effective
22 Date of this Consent Decree.

23
24 As reimbursement for CSPA’s future costs that will be incurred in order for CSPA to
25 monitor WMC’s compliance with this Consent Decree and to effectively meet and confer and
26 evaluate monitoring results for the Facility, WMC agrees to pay CSPA the amount of NINE
27 THOUSAND DOLLARS (\$9,000) for costs incurred in overseeing the implementation of this
28 Consent Decree. WMC shall make payment to the Lozeau-Drury LLP Attorney-Client Trust

1 Account within thirty (30) days after the Effective Date.
2

3 **F. RELEASE OF CLAIMS; COVENANT NOT TO SUE**
4

5 In consideration of the above, and except as otherwise provided by this Consent
6 Decree, the Parties hereby forever and fully release each other and their respective successors,
7 assigns, officers, agents, employees, and all persons, firms and corporations having an interest in
8 them, from any and all claims, demands, liabilities, damages, injuries, actions or causes of action,
9 either at law or in equity, which the Parties have against each other arising from or related to
10 CSPA's allegations and claims as set forth in the 60-Day Notice Letter and Complaint up to and
11 including the Termination Date of this Consent Decree.
12

13 The Parties acknowledge that they are familiar with section 1542 of the California
14 Civil Code, which provides:
15

16 A general release does not extend to claims which the creditor does not
17 know or suspect to exist in his or her favor at the time of executing the
18 release, which if known by him or her must have materially affected his or
19 her settlement with the debtor.
20

21 The Parties hereby waive and relinquish any rights or benefits they may have under
22 California Civil Code section 1542 with respect to any other claims against each other arising from,
23 or related to, the allegations and claims as set forth in the 60-Day Notice Letter and Complaint up to
24 and including the Termination Date of this Consent Decree.
25

26 For the period beginning on the Effective Date and ending on December 15, 2011,
27 CSPA agrees that neither CSPA, its officers, executive staff, members of its governing board nor any
28 organization under the control of CSPA, its officers, executive staff, or members of its governing

1 board, will file any lawsuit against WMC seeking relief for alleged violations of the Clean Water
2 Act or violations of the General Permit. CSPA further agrees that, beginning on the Effective Date
3 and ending on December 15, 2011, CSPA will not support other lawsuits, by providing financial
4 assistance, personnel time or other affirmative actions, against WMC that may be proposed by other
5 groups or individuals who would rely upon the citizen suit provision of the Clean Water Act to
6 challenge WMC's compliance with the Clean Water Act or the General Permit.

7
8 **G. NOTICE TO THE FEDERAL GOVERNMENT**

9
10 WMC shall submit this Consent Decree to the U.S. EPA and the U.S. Department of
11 Justice (hereinafter, the "Agencies") via certified mail, return receipt requested, within five (5)
12 calendar days after filing of this Consent Decree with the Court for review consistent with 33 U.S.C.
13 § 1365(c)(3). The Agencies' review period expires forty-five (45) calendar days after receipt of the
14 Consent Decree by both Agencies, as evidenced by the return receipts, copies of which shall be
15 provided to CSPA upon receipt by WMC.

16
17 **H. TERMINATION DATE OF CONSENT DECREE**

18
19 This Consent Decree shall terminate on December 15, 2011.

20
21 **I. BREACH OF CONSENT DECREE; IMPOSSIBILITY OF PERFORMANCE**

22
23 Where implementation of the actions set forth in this Consent Decree, within the
24 deadlines set forth in those paragraphs, becomes impossible, despite the timely good faith efforts of
25 the Parties, the Party who is unable to comply shall notify the other in writing within seven (7)
26 calendar days of the date that the failure becomes apparent, and shall describe the reason for the non-
27 performance. The Parties agree to meet and confer in good faith concerning the non-performance
28 and, where the Parties concur that the non-performance was or is impossible, despite the timely good

1 faith efforts of one of the Parties, new performance deadlines shall be established. In the event that
2 the Parties cannot timely agree upon the terms of such a stipulation, either of the Parties shall have
3 the right to invoke the dispute resolution procedure described herein.

4
5 **J. GENERAL PROVISIONS**

6
7 1. No Admission or Finding. Neither this Consent Decree nor any payment
8 pursuant to the Consent Decree shall constitute evidence or be construed as a finding, adjudication,
9 or acknowledgment of any fact, law or liability, nor shall it be construed as an admission of violation
10 of any law, rule or regulation. However, this Consent Decree and/or any payment pursuant to the
11 Consent Decree may constitute evidence in actions seeking compliance with this Consent Decree.

12
13 2. Dispute Resolution Procedures. Except as specifically noted herein, any
14 dispute with respect to any of the provisions of this Consent Decree shall be resolved through the
15 following procedure. The Parties agree to first meet and confer to resolve any dispute arising under
16 this Consent Decree. In the event that such disputes cannot be resolved through this meet and confer
17 process, the Parties agree to request a settlement meeting before the Judge assigned to this action. In
18 the event that the Parties cannot resolve the dispute by the conclusion of the settlement meeting with
19 the Judge, the Parties agree that either Party may submit the dispute via motion to the Judge.

20
21 In resolving any dispute arising from this Consent Decree, the Judge shall have discretion
22 to award attorneys' fees and costs to either Party. The relevant provisions of the then-applicable
23 Clean Water Act and Rule 11 of the Federal Rules of Civil Procedure shall govern the allocation of
24 fees and costs in connection with the resolution of any disputes before the Judge. The Judge shall
25 award relief limited to compliance orders and awards of attorneys' fees and costs, subject to proof.
26 The Parties agree to file any waivers necessary for the Judge to preside over any settlement
27 conference and motion practice.
28

1 3. Construction. The language in all parts of this Consent Decree shall be
2 construed according to its plain and ordinary meaning, except as to those terms defined by law, in
3 the General Permit, Clean Water Act or specifically herein.

4
5 4. Choice of Law. This Consent Decree shall be governed by the laws of the
6 United States, and where applicable, the laws of the State of California.

7
8 5. Severability. In the event that any provision, section, or sentence of this
9 Consent Decree is held by a court to be unenforceable, the validity of the enforceable provisions
10 shall not be adversely affected.

11
12 6. Correspondence. All notices required herein or any other correspondence
13 pertaining to this Consent Decree shall be sent by regular, certified, or overnight mail as follows:

14
15 If to CSPA:

16
17 Bill Jennings, Chairman
18 California Sportfishing Protection Alliance
19 3536 Rainier Road
20 Stockton, CA 95204
21 Tel: (209) 464-5067
22 deltakeep@aol.com

23 And to:

24 Michael R. Lozeau
25 Lozeau Drury LLP
26 1516 Oak Street, Suite 216
27 Alameda, CA 94501
28 Tel: (510) 749-9102
 michael@lozeaudrury.com

 If to WMC:

1 Waste Management of California, Inc.
2 Attention: District Manager
3 1333 E. Turner Rd
4 Lodi, CA 95240

5 And to:

6 John Lynn Smith
7 Reed Smith LLP
8 1999 Harrison Street
9 Suite 2200
10 Oakland, CA 94612
11 Tel: (510) 466-6778
12 jlsmith@reedsmith.com

13 Notifications of communications shall be deemed submitted on the date that they are
14 e-mailed, postmarked and sent by first-class mail or deposited with an overnight mail/delivery
15 service. Any change of address or addresses shall be communicated in the manner described above
16 for giving notices.

17 7. Counterparts. This Consent Decree may be executed in any number of
18 counterparts, all of which together shall constitute one original document. Telecopied, scanned
19 (.pdf), and/or facsimiled copies of original signature shall be deemed to be originally executed
20 counterparts of this Consent Decree.

21 8. Assignment. Subject only to the express restrictions contained in this Consent
22 Decree, all of the rights, duties and obligations contained in this Consent Decree shall inure to the
23 benefit of and be binding upon the Parties, and their successors and assigns.

24 9. Modification of the Agreement. This Consent Decree, and any provisions
25 herein, may not be changed, waived, discharged or terminated unless by a written instrument, signed
26 by the Parties.

27
28 10. Full Settlement. This Consent Decree constitutes a full and final settlement of

1 this matter. It is expressly understood and agreed that the Consent Decree has been freely and
2 voluntarily entered into by the Parties with and upon advice of counsel.

3
4 11. Integration Clause. This is an integrated Consent Decree. This Consent
5 Decree is intended to be a full and complete statement of the terms of the agreement between the
6 Parties and expressly supersedes any and all prior oral or written agreements covenants,
7 representations and warranties (express or implied) concerning the subject matter of this Consent
8 Decree.

9
10 12. Authority. The undersigned representatives for CSPA and WMC each certify
11 that he/she is fully authorized by the Party whom he/she represents to enter into the terms and
12 conditions of this Consent Decree.

13
14 **K. RETENTION OF JURISDICTION**

15
16 Subject to the provisions of this Consent Decree, this Court shall retain jurisdiction to
17 enforce the terms and conditions of this Consent Decree. This Consent Decree shall terminate after
18 all terms and conditions specified within this Consent Decree have been satisfied.

19
20 SO AGREED AND STIPULATED:

21 Dated: 1 May 2009

CALIFORNIA SPORTFISHING PROTECTION
ALLIANCE

22
23 By: Bill Jennings Executive Director
(Title)

24
25 Dated: 7 May, 2009

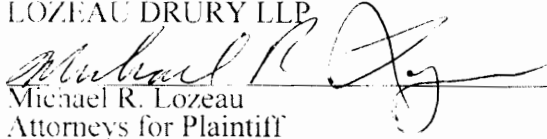
WASTE MANAGEMENT OF CALIFORNIA
INC.

26
27 By: Faust
(Title)
28 ASSISTANT SECRETARY

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APPROVED AS TO FORM:

LOZEAU DRURY LLP

 5/7/2009
Michael R. Lozeau
Attorneys for Plaintiff

REED SMITH LLP

John Lynn Smith
Attorneys for Defendant

IT IS SO ORDERED.

Dated and entered into on _____.


UNITED STATES DISTRICT JUDGE

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APPROVED AS TO FORM:

LOZEAU DRURY LLP

Michael R. Lozeau
Attorneys for Plaintiff

~~REED SMITH LLP~~


John Lynn Smith
Attorneys for Defendant

IT IS SO ORDERED.

Dated and entered into on _____.

UNITED STATES DISTRICT JUDGE