

SETTLEMENT AGREEMENT AND MUTUAL RELEASE OF CLAIMS

This Settlement Agreement and Mutual Release of Claims (“AGREEMENT”) is entered into between the California Sportfishing Protection Alliance (“CSPA”) and BLT Enterprises of Sacramento, Inc. (“BLT”) (collectively, the “SETTLING PARTIES”) with respect to the following facts and objectives:

RECITALS

WHEREAS, CSPA is a 501(c)(3) non-profit, public benefit corporation organized under the laws of the State of California, dedicated to the protection, enhancement, and restoration of the American River, Sacramento River, the Sacramento-San Joaquin Delta, and other California waters. Bill Jennings is the Chairperson of CSPA and a member of CSPA;

WHEREAS, BLT is a corporation organized under the laws of the State of California that owns and operates Sacramento Recycling and Transfer Station, a material recovery facility, transfer station, and recycling center located at 8491 Fruitridge Road in Sacramento, California (the “Facility”) pursuant to State Water Resources Control Board Water Quality Order No. 97-03-DWQ, National Pollutant Discharge Elimination System General Permit No. CAS000001, Waste Discharge Requirements for Discharges of Storm Water Associated with Industrial Activities Excluding Construction Activities (hereinafter, the “General Permit”). A map of the Facility is attached hereto as Exhibit A and incorporated by reference;

WHEREAS, on or about January 13, 2009, CSPA provided BLT with a Notice of Violation and Intent to File Suit (“60-Day Notice Letter”) under Section 505 of the Federal Water Pollution Control Act (the “Act” or “Clean Water Act”), 33 U.S.C. § 1365;

WHEREAS, on March 18, 2009, CSPA filed its Complaint in the United States District Court for the Eastern District of California against BLT (*California Sportfishing Protection Alliance v. BLT Enterprises of Sacramento, Inc.*, Case No. 2:09-cv-00754-GEB-KJM). A true and correct copy of the Complaint, including the 60-Day Notice Letter, is attached hereto as Exhibit B and incorporated by reference;

WHEREAS, BLT denies any and all of CSPA's claims in its 60-Day Notice Letter and Complaint;

WHEREAS, CSPA and BLT, through their authorized representatives and without either adjudication of CSPA's claims or admission by BLT of any alleged violation or other wrongdoing, have chosen to resolve in full CSPA's allegations in the 60-Day Notice Letter and Complaint through settlement and avoid the cost and uncertainties of further litigation; and

WHEREAS, CSPA and BLT have agreed that it is in their mutual interest to enter into this AGREEMENT setting forth the terms and conditions appropriate to resolving CSPA's allegations set forth in the 60-Day Notice Letter and Complaint.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CSPA and BLT hereby agree as follows:

EFFECTIVE DATE

1. The term "Effective Date," as used in this AGREEMENT, shall mean the last date on which the signature of a party to this AGREEMENT is executed.

COMMITMENTS OF CSPA

2. **Stipulation to Dismiss and [Proposed] Order.** Within ten (10) calendar days of the expiration of the Agencies' review period specified in Paragraph 19 below, CSPA shall file a Stipulation to Dismiss and [Proposed] Order thereon pursuant to Federal Rule of Civil Procedure 41(a)(2) with the United States District Court for the Eastern District of California ("District Court"), with this AGREEMENT attached and incorporated by reference, specifying that CSPA is dismissing all claims in CSPA's Complaint. Consistent with Paragraphs 25 and 26 herein, the Stipulation to Dismiss and [Proposed] Order shall state that the District Court will maintain jurisdiction through December 14, 2012 for purposes of resolving any disputes between the SETTLING PARTIES with respect to any provision of this AGREEMENT. If the District Court chooses not to enter the Order, this AGREEMENT shall be null and void.

COMMITMENTS OF BLT

3. **Compliance with General Permit.** BLT agrees to operate the Facility in compliance with the applicable requirements of the General Permit and Clean Water Act.

4. **Implemented Storm Water Controls.** BLT shall maintain in good working order all storm water collection and treatment systems currently installed or to be installed pursuant to this AGREEMENT, including but not limited to, existing housekeeping measures.

5. **Additional Best Management Practices.** BLT shall implement the following best management practices (“BMPs”) to improve the storm water pollution prevention measures at the drop inlets, outfalls, and other industrial areas at the Facility:

- a. By August 31, 2009, BLT shall install fabric filters and hydrocarbon strips on all drop inlets at the Facility. During each rainy season, BLT shall inspect each filter after each storm event or once a week, whichever is more frequent. If necessary, BLT will either replace each filter or remove and pressure wash each filter.
- b. By August 31, 2009, BLT shall design and install for all drop inlets at the Facility either removable solid covers to prevent the accumulation of dirt, leaves, and other sediment or covers that would limit debris from entering the drain lines but still allow for water to enter the storm drain system in the chance of a summer rain event. The covers shall be placed over all drop inlets on July 1st at the end of each rainy season, subsequent to appropriate maintenance of the filters as described above. The covers shall be removed as necessary prior to the first rain event of the subsequent rainy season. The covers shall remain firmly in place while there is normal activity at the Facility.
- c. By August 31, 2009, BLT shall hydro-jet the entire storm water system at the Facility to remove any contaminant-containing sediment in the drain

lines. During the hydro-jet process, BLT shall ensure that no water is discharged from the Facility.

- d. By August 31, 2009, to slow the flow of storm water and allow more opportunity for solids to fall out before water enters the drains, BLT shall place hay bales around the drop inlets at the four drains located in the east side dirt area of the Facility. BLT shall also use hay bales to create a small dam and bioswale leading to the northernmost drain in the eastern dirt area. The hay bales shall be trenched and keyed into the ground.
- e. By October 1, 2009, BLT shall remove some of the equipment and materials stored outside in the southeastern portion of the Facility. During each rainy season, BLT shall cover any remaining equipment and materials that are stored outside in this portion of the Facility.

6. **Increased Housekeeping Measures.** By August 31, 2009, BLT shall institute the following accelerated cleaning schedule at the Facility:

- a. BLT will make the following improvements to its sweeping program:
 - i. Prior to the start of each rainy season, BLT shall perform an inspection to ensure that the brushes on both of its sweeper trucks are in good working order and shall replace any brushes if necessary.
 - ii. Prior to the start of each rainy season, BLT shall inspect the vacuum system on its vacuum sweeper to ensure its proper working efficiency, and shall make any necessary modifications to maximize such efficiency.
 - iii. BLT shall instruct its sweeper operators to spend extra time and focus their attention while sweeping the entrances/exits to the transfer station, including the areas outside the commercial exit door and the public access doors.

iv. BLT shall include a narrative description of its sweeping program in the Storm Water Pollution Prevention Plan (“SWPPP”).

Sweeper operators will be provided with a log sheet attached to a clip board which will be maintained in the cabs of the sweepers to document the dates and times that the sweepers are operated. A sample blank log sheet will be included in the Facility’s Annual Report and the SWPPP.

- b. BLT shall instruct washrack users to clean up the washrack after each use in order to prevent tracking of materials.
- c. BLT shall regularly remind drivers and maintenance personnel to ensure that debris and fuel drips are cleaned or absorbed to prevent the spread of contaminants.

7. **Monitoring.** BLT agrees to perform the monitoring described herein during the 2009-2010, 2010-2011, and 2011-2012 rainy seasons.

- a. BLT shall monitor its storm water discharge location. Monitoring samples shall be collected at a point downstream from any storm water management measures and treatment systems.
- b. During the 2009-2010 and 2010-2011 rainy seasons, BLT shall sample and analyze storm water discharges from four (4) qualifying storm events that result in discharge consistent with the requirements and protocols set forth in the General Permit. During the 2011-2012 rainy season, BLT shall sample and analyze storm water discharges from three (3) qualifying storm events that result in discharge consistent with the requirements and protocols set forth in the General Permit.
- c. BLT shall analyze each storm water sample taken in accordance with the General Permit and this Agreement for, at a minimum, total suspended

solids, pH, oil and grease or total organic carbon, specific conductance, chemical oxygen demand, zinc, iron, copper, aluminum, and lead.

- d. BLT shall conduct monthly visual observations of its discharge location for at least one qualifying rain event per month that results in any discharge from the Facility. BLT shall maintain a written log describing these observations.
- e. During each of its monthly wet weather storm inspections required by the General Permit, BLT shall photograph the storm water outfall and the areas outside the transfer station commercial exit door and the public exit doors. Copies of the photographs will be attached to the Facility's Annual Reports.
- f. All photographs required by this Settlement Agreement shall be in color and electronically formatted. Each photograph shall be identified by date, the person taking the photograph and the location of the Facility being photographed. The title of each electronic photograph shall include, at a minimum, the date it was taken, the initials of the person taking the photograph and the location of the photographed area (for example, "6.13.2009 MRL outfall"). Any photograph required by this Settlement Agreement shall be provided to CSPA upon request via compact disc(s).
- g. All maintenance, repair, and replacement activities relating to the Facility's storm water management program shall be recorded and described on appropriate log books or sheets. Such logs shall include, but not be limited to, filter repairs or replacements and vegetation replacement. Sample log sheets shall be included in the Facility's SWPPP. Completed logs for each rainy season shall be included as part of the Facility's Annual Report submitted to the Central Valley Regional Water Quality Control Board ("Regional Board").

8. **Monitoring Results.** Results from BLT's sampling and analysis during the term of this AGREEMENT shall be provided to CSPA within 30 days of receipt of the sampling results by BLT or its counsel.

9. **Meet and Confer Regarding Exceedence of Levels of Potential Concern.** If analytical results of storm water samples taken by BLT during the 2009-2010, 2010-2011, or the 2011-2012 rainy season indicate that storm water discharges from the Facility exceed the following levels of potential concern – Total Suspended Solids: 100 mg/L; Specific Conductance: 200 µmhos/cm; Oil & Grease: 15 mg/L or Total Organic Carbon: 120 mg/L; pH: 6.0-9.0 s.u.; Aluminum: 0.75 mg/L; Zinc: 0.117 mg/L; Iron: 1.0 mg/L; Copper: 0.0636 mg/L; Lead: 0.0816 mg/L; and Chemical Oxygen Demand: 120 mg/L – BLT agrees to take additional feasible measures aimed at reducing pollutants in the Facility's storm water to levels at or below these levels.

In furtherance of that objective, BLT shall prepare a written statement ("Memorandum") discussing:

- (1) Any exceedence or exceedences;
- (2) An explanation of the possible cause(s) and/or source(s) of any exceedence; and
- (3) Additional feasible best management practices ("BMPs") that will be taken to further reduce the possibility of future exceedance(s). This shall include an evaluation of implementing an active filtration system at the Facility's outfall, additional media filtration systems, or a storm water retention system.

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

10. Any additional measures set forth in the Memorandum shall be implemented as soon as practicable, but not later than 21 days from the due date of the Memorandum, except where 1) structural changes require longer than 21 days to complete 2) weather-related conditions render immediate implementation infeasible; or 3) the SETTLING PARTIES agree in writing to defer implementation of specific measures in order to effectively meet and confer in

accordance with Paragraph 11. Within thirty (30) days of implementation, BLT's SWPPP shall be amended to include all additional BMP measures designated in the Memorandum.

11. Upon receipt of the Memorandum, CSPA may review and comment on any additional measures. If requested by CSPA within 21-days of receipt of such Memorandum, CSPA and BLT shall meet and confer and conduct a site inspection within 60-days after the due date of the Memorandum to discuss the contents of the Memorandum and the adequacy of proposed measures to improve the quality of the Facility's storm water to levels at or below the Levels of Potential Concern. If within 21-days of the parties meeting and conferring, the parties do not agree on the adequacy of the additional measures set forth in the Memorandum, the SETTLING PARTIES may agree to seek a settlement conference with the Magistrate Judge assigned to this action pursuant to Paragraphs 25 and 26 below. If the SETTLING PARTIES fail to reach agreement on additional measures, CSPA may bring a motion before the Magistrate Judge consistent with Paragraphs 25 and 26 below. If CSPA does not request a meet and confer regarding the Memorandum within the 21-day comment period provided for in this paragraph, CSPA shall waive any right to object to such Memorandum pursuant to this AGREEMENT.

12. Any concurrence or failure to object by CSPA with regard to the reasonableness of any additional measures required by this AGREEMENT or implemented by BLT shall not be deemed to be an admission of the adequacy of such measures should they fail to bring the Facility's storm water into compliance with applicable water quality criteria.

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

14. **Provision of Documents and Reports.** During the life of this AGREEMENT, BLT shall provide CSPA with a copy of all documents submitted to the Regional Board or the State Water Resources Control Board ("State Board") concerning the Facility's storm water discharges, including but not limited to all documents and reports submitted to the Regional

Board and/or State Board as required by the General Permit. Such documents and reports shall be mailed to CSPA contemporaneously with submission to such agency. BLT also shall provide CSPA a copy of all documents referenced in this agreement, including but not limited to logs, photographs, or analyses, within seven (7) days of a written request (via e-mail or regular mail) by CSPA.

15. **Amendment of SWPPP and SWMP.** Within sixty (60) days of the Effective Date of this AGREEMENT, BLT shall amend the Facility's SWPPP and the Facility's Storm Water Monitoring Plan ("SWMP") to incorporate all changes, improvements, sample log forms, and best management practices set forth in or resulting from this AGREEMENT. BLT shall ensure that all maps, tables, and text comply with the requirements of the General Permit. BLT shall ensure that the SWPPP describes all structural and non-structural BMPs, details the measures to be installed, and discusses why such BMPs will be effective in addressing the pollutant sources at the Facility. A copy of the amended SWPPP and SWMP shall be provided to CSPA within thirty (30) days of completion. Specific improvements to the Facility's map include the following: identification of the storm water discharge locations, a key describing the symbols on the map, indication of the direction of storm water flows/drainage areas, indication of where materials are directly exposed to precipitation, and location of any structural control measures.

16. **MITIGATION PAYMENT.** In recognition of the good-faith efforts by BLT to comply with all aspects of the General Permit and the Clean Water Act, and in lieu of payment by BLT of any penalties, which may have been assessed in this action if it had proceeded to trial, BLT agrees to pay the sum of forty thousand dollars (\$40,000.00) to the Rose Foundation for Communities and the Environment ("Rose Foundation") for the sole purpose of providing grants to environmentally beneficial projects within the Sacramento-San Joaquin Delta, relating to water quality improvements in the area. Payment shall be made by BLT in four equal installments of ten thousand dollars (\$10,000). The first payment shall be made by BLT within fifteen (15) calendar days of the District Court's entry of the Order described in Paragraph 2 of this AGREEMENT. The second, third, and fourth payments shall be made by BLT within four (4) months, eight (8) months, and twelve (12) months, respectively, of the District Court's entry of the Order described in Paragraph 2 of this AGREEMENT. Payment shall be provided to the

Rose Foundation as follows: Payment by BLT shall be made in the form of a single check payable to the “Rose Foundation.” Payment shall be sent to the following address: Rose Foundation, 6008 College Avenue, Oakland, CA 94618, Attn: Tim Little. The Rose Foundation shall provide notice to the SETTLING PARTIES within thirty (30) days of when the funds are dispersed by the Rose Foundation, setting forth the recipient and purpose of the funds.

17. **Fees, Costs, and Expenses.** As reimbursement for CSPA’s investigative, expert and attorneys’ fees and costs, BLT shall pay CSPA the sum of twenty-eight thousand five hundred dollars (\$28,500). Payment shall be made by BLT within fifteen (15) calendar days of the District Court’s entry of the Order dismissing the action described in Paragraph 2 of this AGREEMENT. Payment by BLT to CSPA shall be made in the form of a single check payable to “Lozeau Drury LLP Attorney-Client Trust Account,” and shall constitute full payment for all costs of litigation, including investigative, expert and attorneys’ fees and costs incurred by CSPA that have or could have been claimed in connection with CSPA’s claims, up to and including the Effective Date of this AGREEMENT.

18. **Compliance Oversight Costs:** As reimbursement for CSPA’s future costs that will be incurred in order for CSPA to monitor BLT’s compliance with this AGREEMENT and to effectively meet and confer and evaluate monitoring results for the Facility, BLT agrees to pay CSPA the amount of FIVE THOUSAND DOLLARS (\$5,000) for costs to be incurred in overseeing the implementation of this Consent Decree. BLT shall make payment to CSPA within THIRTY (30) calendar days after the Effective Date. Payment by BLT to CSPA shall be made in the form of a check payable to “Lozeau Drury LLP Attorney-Client Trust Account.”

19. **Review by Federal Agencies.** CSPA shall submit this AGREEMENT to the U.S. EPA and the U.S. Department of Justice (hereinafter, the “Agencies”) via certified mail, return receipt requested, within five (5) days after the Effective Date of this AGREEMENT for review consistent with 40 C.F.R. § 135.5. The Agencies’ review period expires forty-five (45) days after receipt of the AGREEMENT by both Agencies, as evidenced by the return receipts, copies of which shall be provided to BLT upon receipt by CSPA. In the event that the Agencies comment negatively on the provisions of this AGREEMENT, CSPA and BLT agree to meet and confer to attempt to resolve the issue(s) raised by the Agencies. If CSPA and BLT are unable to

resolve any issue(s) raised by the Agencies in their comments, CSPA and BLT agree to expeditiously seek a settlement conference with the Judge assigned to the Complaint in this matter to resolve the issue(s).

NO ADMISSION OR FINDING

20. Neither this AGREEMENT nor any payment pursuant to the AGREEMENT shall constitute evidence or be construed as a finding, adjudication, or acknowledgment of any fact, law or liability, nor shall it be construed as an admission of violation of any law, rule or regulation. However, this AGREEMENT and/or any payment pursuant to the AGREEMENT may constitute evidence in actions seeking compliance with this AGREEMENT.

MUTUAL RELEASE OF LIABILITY AND COVENANT NOT TO SUE

21. In consideration of the above, and except as otherwise provided by this AGREEMENT, the SETTLING PARTIES hereby forever and fully release each other and their respective successors, assigns, officers, agents, employees, and all persons, firms and corporations having an interest in them, from any and all claims and demands of any kind, nature, or description whatsoever, and from any and all liabilities, damages, injuries, actions or causes of action, either at law or in equity, which the SETTLING PARTIES have against each other arising from CSPA's allegations and claims as set forth in the 60-Day Notice Letter and Complaint up to and including the Termination Date of this AGREEMENT.

22. The SETTLING PARTIES acknowledge that they are familiar with section 1542 of the California Civil Code, which provides:

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.

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

23. For the period beginning on the Effective Date and ending on December 14, 2012, CSPA agrees that neither CSPA, its officers, executive staff, members of its governing board nor any organization under the control of CSPA, its officers, executive staff, or members of its governing board, will file any lawsuit against BLT seeking relief for alleged violations of the Clean Water Act or violations of the General Permit. CSPA further agrees that, beginning on the Effective Date and ending on December 14, 2012, CSPA will not support other lawsuits, by providing financial assistance, personnel time or other affirmative actions, against BLT that may be proposed by other groups or individuals who would rely upon the citizen suit provision of the Clean Water Act to challenge BLT's compliance with the Clean Water Act or the General Permit.

TERMINATION DATE OF AGREEMENT

24. This AGREEMENT shall terminate on December 14, 2012.

DISPUTE RESOLUTION PROCEDURES

25. Except as specifically noted herein, any disputes with respect to any of the provisions of this AGREEMENT shall be resolved through the following procedure. The SETTLING PARTIES agree to first meet and confer to resolve any dispute arising under this AGREEMENT. In the event that such disputes cannot be resolved through this meet and confer process, the SETTLING PARTIES agree to request a settlement meeting before the Magistrate Judge assigned to this action. In the event that the SETTLING PARTIES cannot resolve the dispute by the conclusion of the settlement meeting with the Magistrate Judge, the SETTLING PARTIES agree to submit the dispute via motion to the Magistrate Judge.

26. In resolving any dispute arising from this AGREEMENT, the Judge shall have discretion to award attorneys' fees and costs to either party. The relevant provisions of the then-applicable Clean Water Act and Rule 11 of the Federal Rules of Civil Procedure shall govern the allocation of fees and costs in connection with the resolution of any disputes before the Magistrate Judge. The Magistrate Judge shall award relief limited to compliance orders and awards of attorneys' fees and costs, subject to proof. The SETTLING PARTIES agree to file

any waivers necessary for the Magistrate Judge to preside over any settlement conference and motion practice.

BREACH OF SETTLEMENT AGREEMENT

27. **Impossibility of Performance.** Where implementation of the actions set forth in this AGREEMENT, within the deadlines set forth in those paragraphs, becomes impossible, despite the timely good faith efforts of the SETTLING PARTIES, the party who is unable to comply shall notify the other in writing within seven (7) days of the date that the failure becomes apparent, and shall describe the reason for the non-performance. The SETTLING PARTIES agree to meet and confer in good faith concerning the non-performance and, where the SETTLING PARTIES concur that the non-performance was or is impossible, despite the timely good faith efforts of one of the SETTLING PARTIES, new performance deadlines shall be established. In the event that the SETTLING PARTIES cannot timely agree upon the terms of such a stipulation, either of the SETTLING PARTIES shall have the right to invoke the dispute resolution procedure described herein.

GENERAL PROVISIONS

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

29. **Choice of Law.** This AGREEMENT shall be governed by the laws of the United States, and where applicable, the laws of the State of California.

30. **Severability.** In the event that any provision, section, or sentence of this AGREEMENT is held by a court to be unenforceable, the validity of the enforceable provisions shall not be adversely affected.

31. **Correspondence.** All notices required herein or any other correspondence pertaining to this AGREEMENT shall be sent by regular, certified, or overnight mail as follows:

If to CSPA:

Bill Jennings, Chairman
California Sportfishing Protection Alliance
3536 Rainier Road
Stockton, CA 95204
Tel: (209) 464-5067
deltakeep@aol.com

And to:

Michael R. Lozeau
Douglas J. Chermak
Lozeau Drury LLP
1516 Oak Street, Suite 216
Alameda, CA 94501
Tel: (510) 749-9102
michael@lozeaudrury.com
doug@lozeaudrury.com

If to BLT:

Mario Quezada
BLT Enterprises
500 S. Flower St.
Burbank, CA 91502
mquezeda@blt-enterprises.com

And to:

Michael V. Brady
Scharff, Brady & Vinding
400 Capitol Mall, Suite 2640
Sacramento, CA 95814
mbrady@scharff.us

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

32. **Counterparts.** This AGREEMENT may be executed in any number of counterparts, all of which together shall constitute one original document. Telecopied, scanned

(.pdf), and/or facsimiled copies of original signature shall be deemed to be originally executed counterparts of this AGREEMENT.

33. **Assignment.** Subject only to the express restrictions contained in this AGREEMENT, all of the rights, duties and obligations contained in this AGREEMENT shall inure to the benefit of and be binding upon the SETTLING PARTIES, and their successors and assigns.

34. **Modification of the Agreement:** This AGREEMENT, and any provisions herein, may not be changed, waived, discharged or terminated unless by a written instrument, signed by the SETTLING PARTIES.

35. **Full Settlement.** This AGREEMENT constitutes a full and final settlement of this matter. It is expressly understood and agreed that the AGREEMENT has been freely and voluntarily entered into by the SETTLING PARTIES with and upon advice of counsel.

36. **Integration Clause.** This is an integrated AGREEMENT. This AGREEMENT is intended to be a full and complete statement of the terms of the agreement between the SETTLING PARTIES and expressly supersedes any and all prior oral or written agreements covenants, representations and warranties (express or implied) concerning the subject matter of this AGREEMENT.

37. **Authority.** The undersigned representatives for CSPA and BLT each certify that he/she is fully authorized by the party whom he/she represents to enter into the terms and conditions of this AGREEMENT.

The SETTLING PARTIES hereby enter into this AGREEMENT.

Date: _____, 2009

BLT ENTERPRISES OF SACRAMENTO,
INC.

By: Mario Quezada
Title: Corporate Safety HR Manager

Date: _____, 2009

CALIFORNIA SPORTFISHING PROTECTION
ALLIANCE

By: Bill Jennings
Title: Executive Director

APPROVED AS TO FORM:

For DEFENDANT

Date: _____, 2009

SCHARFF, BRADY & VINDING

By: Michael V. Brady, Esq.

For PLAINTIFF

Date: _____, 2009 _____

LOZEAU DRURY LLP

By: Douglas J. Chermak, Esq.