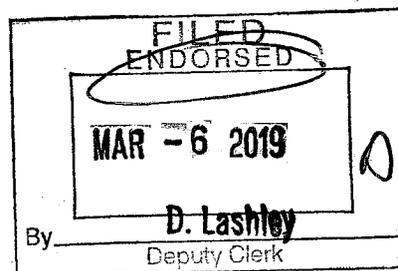


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11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 COUNTY OF SACRAMENTO

14 **PEOPLE OF THE STATE OF**
15 **CALIFORNIA EX REL. STATE WATER**
16 **RESOURCES CONTROL BOARD,**

17 Plaintiff,

18 v.

19 **ALI AMIRI, et al.,**

20 Defendants.

Case No. 34-2014-00164107

21 ~~[PROPOSED]~~
22 **FINAL CONSENT JUDGMENT**

Date: March 6, 2019
Time: 9:30 a.m.
Dept: 35
Judge: Honorable Alan G. Perkins
Action Filed: May 28, 2014
Trial Date: Vacated

23 Plaintiff, People of the State of California ex rel. State Water Resources Control Board
24 (State Water Board), and defendants Azad Amiri, Haleh Amiri, Nasrin Amiri, Reza Amiri,
25 Harwant Kaur Kang, Sarbjit Singh Kang, Parmjit Singh, Raman Singh, Sukhwinder Singh,
26 Meyers Holding Co., LLC, Stars Holding Co., LLC, Sacramento/Dunnigan Holding Co., Inc.,
27 Tahoe Station, Inc., Tahoe Blue Property, Inc., and Seerat, Inc. (Defendants) have entered into a
28



1 Stipulation for Entry of Final Consent Judgment, attached hereto as Exhibit 1 (Stipulation), in
2 which the State Water Board and Defendants shall be collectively referred to as "Parties," and
3 individually as "Party."

4 **THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** that
5 judgment is entered as follows:

6 **RECITALS**

7 A. The State Water Board is a public agency of the State of California.

8 B. Azad Amiri, Haleh Amiri, Nasrin Amiri, Reza Amiri, Harwant Kaur Kang, Sarbjit
9 Singh Kang, Parmjit Singh, Raman Singh, and Sukhwinder Singh are individuals.

10 C. Meyers Holding Co., LLC, and Stars Holding Co., LLC are limited liability
11 companies doing business in the State of California.

12 D. Sacramento/Dunnigan Holding Co., Inc., Tahoe Station, Inc., Tahoe Blue Property,
13 Inc., and Seerat, Inc. are corporations doing business in the State of California.

14 E. The State Water Board filed a First Amended Complaint against Defendants alleging
15 violations of California Health and Safety Code, division 20, chapter 6.7, and California Code of
16 Regulations, title 23, section 2610 et seq. relating to the Defendants' ownership and operation of
17 11 underground storage tank facilities in the State of California.

18 F. The Parties entered into the Stipulation in a good faith effort to avoid the uncertainty
19 and expense of protracted litigation.

20 G. The Parties stipulated to the entry by this Court of this Final Consent Judgment
21 (Judgment), on the terms set forth below.

22 **DEFINITIONS**

23 1. For purposes of the Stipulation and the Judgment, unless otherwise specified, the
24 definitions set forth in the California Health and Safety Code sections 25281 and 25281.5 and the
25 California Code of Regulations, title 23, sections 2610 and 2611, as they exist on the Effective
26 Date of the Stipulation, shall apply to the terms used herein.

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JURISDICTION

2. The Sacramento County Superior Court has jurisdiction over the subject matter of this action and the Parties to the Stipulation and Judgment.

SETTLEMENT OF DISPUTED CLAIMS

3. The Parties entered into the Stipulation pursuant to a compromise and settlement of disputed claims set forth in the First Amended Complaint. Defendants do not admit any allegation, finding, or determination alleged in the First Amended Complaint, the Stipulation, or the Violations Summary attached as Exhibit C to the Stipulation. Defendants' agreement to the Stipulation and Judgment is not an admission regarding any issue of law or fact alleged by the State Water Board and may not be construed as an admission by any party or third party. However, Defendants stipulated that the violations set forth in the First Amended Complaint and the Stipulation and Judgment shall be deemed to be admitted for the sole purpose of establishing a repeat violation in any subsequent action or administrative proceeding brought by any regulatory agency, except violations shall not be deemed admitted for the Covered Facility located at 6421 Capital Avenue, Lodi, CA. All defendants not a party to the Stipulation shall be dismissed without prejudice.

APPLICABILITY

4. The Stipulation and Judgment applies to: (1) Defendants through each of their respective officers, directors, agents, employees, contractors, consultants, representatives, successors, assigns, receivers, trustees, and all persons, partnerships, corporations, and other entities acting under, on behalf of, or in concert with Defendants; and (2) The 11 underground storage tank facilities listed in the First Amended Complaint filed in this action collectively referred to as the "Covered Facilities," and identified on Exhibit B attached to the Stipulation. The Stipulation and Judgment do not impose liability on any third party other than the named Defendants.

MATTERS RESOLVED BY THIS STIPULATION AND JUDGMENT

5. The Stipulation and Judgment are a final and binding resolution of all claims, violations, and causes of action specifically identified in the Violations Summary, attached as

1 Exhibit C to the Stipulation, and alleged by the State Water Board in the First Amended
2 Complaint under the California Health and Safety Code, division 20, chapter 6.7, and California
3 Code of Regulations, title 23, section 2610 et seq. against any Defendant as an owner or operator
4 of the Covered Facilities during the periods of ownership and operation by any Defendant from
5 May 28, 2009, through the date of entry of the Judgment (Covered Matters). Except for any
6 actions that may be necessary to enforce the Stipulation and Judgment, the State Water Board
7 agrees not to sue or pursue any further civil claims against the Defendants for the Covered
8 Matters.

9 6. A "Reserved Claim" is any claim, violation, or cause of action that is not a Covered
10 Matter. Reserved Claims include, but are not limited to: (1) any violation that occurs after the
11 date of entry of the Judgment, including any claim, violation, or cause of action against
12 Defendants and each of their respective officers, directors, agents, employees, contractors,
13 consultants, representatives, successors, assigns, receivers, trustees, and all persons, partnerships,
14 corporations, and other entities acting under, on behalf of, or in concert with Defendants; and (2)
15 any claim, violation, or cause of action for performance of or lack of performance of cleanup,
16 corrective action, or response action concerning or arising out of a past or future release, spill,
17 leak, emission, escape, leach, disposal, or discharge at or from any of the Covered Facilities
18 against Defendants and each of their respective officers, directors, agents, employees, contractors,
19 consultants, representatives, successors, assigns, receivers, trustees, and all persons, partnerships,
20 corporations, and other entities acting under, on behalf of, or in concert with Defendants. The
21 State Water Board reserves the right to pursue any Reserved Claim. In any subsequent action that
22 may be brought by the State Water Board to enforce any Reserved Claim, Defendants,
23 collectively or individually, shall not assert, plead, or raise against the State Water Board in any
24 fashion any defense, avoidance, or claim for relief based on splitting of claims.

25 7. Nothing in the Stipulation and Judgment shall preclude the State Water Board,
26 Certified Uniform Program Agency (CUPA), or any agency with jurisdiction, on or after the date
27 of entry of the Judgment, from taking any action or issuing any requirement or order that
28 Defendants shall investigate and/or remediate suspected or actual environmental harm, including,

1 but not limited to, a release, spill, leak, emission, escape, leach, disposal, or discharge at or from
2 any of the Covered Facilities as required under the California Health and Safety Code, division 20,
3 chapter 6.7, and California Code of Regulations, title 23, section 2610 et seq., and any other
4 applicable laws, regulations, or ordinances. Furthermore, neither the allegations in the First
5 Amended Complaint in this action nor the Stipulation and Judgment, shall constitute notice or
6 discovery by any governmental entity of any suspected or actual environmental harm, including,
7 but not limited to, a release, spill, leak, emission, escape, leach, disposal, or discharge at or from
8 any of the Covered Facilities, for purposes of the statute of limitations of claims.

9 INJUNCTION

10 I. GENERAL INJUNCTIVE PROVISIONS

11 8. Pursuant to California Health and Safety Code sections 25299.01 and 25299.04, as of
12 the date of entry of the Judgment by this Court:

13 (a) Defendants are each enjoined from failing or refusing to comply with the provisions of
14 California Health and Safety Code, division 20, chapter 6.7, and California Code of Regulations,
15 title 23, section 2610 et seq. (UST Laws), as existing on the date of entry of the Judgment by this
16 Court, and as amended in the future, relating to the installation, operation, maintenance,
17 modification, repair, or closure of underground storage tanks (USTs) or underground storage tank
18 systems at the Covered Facilities or newly acquired UST facilities, and all relevant State, county,
19 city, district, and CUPA regulations, ordinances, permits, and orders based on those statutes and
20 regulations.

21 (b) Defendants are each required to comply with the provisions of California Health and
22 Safety Code, division 20, chapter 6.7, and California Code of Regulations, title 23, section 2610
23 et seq., cited as violations at the Covered Facilities on Exhibit B.

24 (c) Defendants are each required to comply with the provisions of Health and Safety Code
25 sections 25290.1, subdivision (h), 25290.2, subdivision (g), 25291, subdivision (f), and 25292,
26 subdivision (e)(1), and Title 23, California Code of Regulations, sections 2636, subdivisions (f)(2)
27 and 2643(c)(1) (install and/or maintain automatic line leak detectors on underground pressurized
28 piping that conveys a hazardous substance).

1 (d) Defendants are each required to comply with the provision of Title 23, California Code
2 of Regulations, section 2638 (test and certify UST monitoring equipment).

3 (e) Defendants are each required to comply with the provisions of Health and Safety Code
4 sections 25290.1, subdivision (c)(2), 25290.2, subdivisions (c)(2) and 25291(a)(2) (construct,
5 operate, and maintain secondary containment systems).

6 (f) Defendants are each required to comply with the provision of Title 23, California Code
7 of Regulations, section 2637 (test secondary containment systems).

8 (g) Defendants are each required to comply with the provisions of Health and Safety Code
9 sections 25292.4 and 25292.5, and Title 23, California Code of Regulations, section 2644.1
10 (perform enhanced leak detection testing).

11 (h) Defendants are each required to comply with the provisions of Health and Safety Code
12 sections 25290.1, subdivision (d), 25290.2, subdivision (d), 25291, subdivision (b), and 25292,
13 subdivision (a), and Title 23, California Code of Regulations, sections 2630, subdivision (d) and
14 2641, subdivision (a) (maintain an UST monitoring system capable of detecting an unauthorized
15 release from any portion of the underground storage system at the earliest possible opportunity).

16 (i) Defendants are each required to comply with the provision of Title 23, California Code
17 of Regulations, section 2635, subdivision (b) (maintain USTs in a manner to prevent releases due
18 to spills during product delivery).

19 (j) Defendants are each required to comply with the provisions of Health and Safety Code
20 sections 25290.1, subdivision (f), 25290.2, subdivision (e), 25291, subdivision (c), 25292,
21 subdivision (d), and 25292.1, subdivision (a), and Title 23, California Code of Regulations,
22 section 2635, subdivision (c)(1) (provide USTs with equipment to prevent spills and overfills and
23 operate USTs to prevent spills and overfills).

24 (k) Defendants are each required to comply with the provision of Health and Safety Code
25 section 25284, subdivision (a)(1) (obtain a permit to operate an UST system).

26 (l) Defendants are each required to comply with the provisions of Health and Safety Code
27 sections 25294 and 25295 (record or report any unauthorized release from the UST, and any spill
28 or overfill).

1 (m) Defendants are required to comply with the provision of Health and Safety Code
2 sections 25298, subdivision (a) and (c), and Title 23, California Code of Regulations, section
3 2670, subdivision (f), and 2672 (failure to properly close or cease operations of an UST system).

4 (n) Defendant Meyers Holding Co., LLC is required to permanently close and remove all
5 USTs and UST systems at the Covered Facility located at 3208 Highway 50, Meyers, County of
6 El Dorado, State of California on or before August 15, 2019. In closing and removing the USTs
7 and UST systems at this Covered Facility, Defendants shall comply with the provisions of
8 California Health and Safety Code, division 20, chapter 6.7, California Code of Regulations, title
9 22, sections 67383.1 – 67383.5 (management of tanks), and California Code of Regulations, title
10 23, section 2610 et seq., including, but not limited, to California Code of Regulations, title 23,
11 sections 2670 and 2672 (permanent closure requirements). The Covered Facility located at 3208
12 Highway 50, Meyers, County of El Dorado, State of California may reopen only if the facility
13 complies with all applicable laws, statutes, regulations, and ordinances.

14 **II. SPECIFIC INJUNCTIVE PROVISIONS**

15 9. Notice of Judgment to Owner, Operator, Designated Operator, and Facility
16 Employees. Defendants shall deliver a copy of the Stipulation and Judgment to each owner,
17 operator, designated operator, and facility employee, at each of the Covered Facilities within 15
18 calendar days of the entry of the Judgment for purposes of informing each owner, operator,
19 designated operator, and facility employee of the compliance obligations in the Stipulation and
20 Judgment.

21 10. Environmental Coordinator. Each Defendant that owns or operates a Covered
22 Facility shall designate a person or entity knowledgeable in the California environmental laws
23 that are the subject of the Stipulation and Judgment (Environmental Coordinator). The Defendant
24 shall promptly provide the Environmental Coordinator copies of all written violation advisements,
25 including but not limited to, Notices of Violation (NOVs), and inspection reports issued or
26 performed by a CUPA, regarding the Covered Facilities for five years from the date of entry of
27 the Judgment. The Environmental Coordinator's responsibility shall be to manage Defendants'
28 compliance with the injunctive terms in the Stipulation and Judgment. The Environmental

1 Coordinator shall: (1) collect and maintain copies of all written violation advisements, including
2 but not limited to, NOVs, and inspection reports issued or performed by a CUPA, regarding the
3 Covered Facilities for five years; (2) assess Defendants' compliance with applicable laws and
4 regulations; (3) advise Defendants' personnel on compliance with applicable laws and regulations;
5 and (4) work with Defendants to ensure that they correct any noted deficiencies or violations.

6 11. Beginning one year after the date of entry of the Judgment and continuing until five
7 years from the date of entry of the Judgment, Defendants' Environmental Coordinator shall
8 submit to the State Water Board, pursuant to the Notice provision under paragraphs 29 – 30 in the
9 Stipulation and Judgment, an annual status report describing: (1) Defendants' compliance
10 program satisfying the injunctive terms of the Stipulation and Judgment; (2) implementation of
11 the compliance program; (3) any material changes made to the compliance program in the
12 preceding year; (4) any written violation advisements, including but not limited to, NOVs, and
13 inspection reports issued or performed by a CUPA regarding the Covered Facilities; (5) any
14 action taken in response to any written violation advisements; and (6) any penalties paid by
15 Defendants as a result of any written advisements. The Environmental Coordinator must sign
16 each annual report under penalty of perjury under the laws of the State of California.

17 12. Notice to the State Water Board. Pursuant to the Notice provision under paragraphs
18 29 – 30 in the Stipulation and Judgment, Defendants shall submit written notice to the State
19 Water Board within 90 calendar days from the entry of the Judgment confirming that: (1) the
20 Stipulation and Judgment was timely provided to each owner, operator, designated operator, and
21 facility employee, at each of the Covered Facilities; and (2) the identity and contact information
22 for each Environmental Coordinator for each of the Covered Facilities.

23 13. Defendants Azad Amiri and Sarbjit Kang are Permanently Enjoined from Owning
24 and Operating Underground Storage Tank Facilities. Defendants Azad Amiri and Sarbjit Kang,
25 individually or as sole proprietors, partners, officers, directors, agents, employees, contractors,
26 consultants, or representatives of any entity, shall not be the operators or owners of any USTs
27 beginning on the Effective Date of the Stipulation and at any time thereafter, in the State of
28 California. Defendants Azad Amiri and Sarbjit Kang shall not lease, consult with, volunteer at, or

1 be employed by any facility or entity performing work or services for any facility beginning on
2 the Effective Date of the Stipulation and at any time thereafter in the State of California.

3 Notwithstanding the above, defendant Azad Amiri may consult to Stars Holding Co., LLC in all
4 matters related to, purchasing and leasing new facilities, selling and leasing facilities, accounting
5 for facilities, and construction of facilities, except that defendant Azad Amiri shall not act in any
6 capacity involving environmental compliance regarding any facility in the State of California.

7 Notwithstanding the above, defendant Sarbjit Kang may operate one facility in the State of
8 California as long as the facility has a designated Environmental Coordinator that complies with
9 paragraphs 10 – 11 of the Stipulation and Judgment and the facility maintains compliance at all
10 times with the UST Laws. After five years from the date of entry of Judgment, defendant Sarbjit
11 Kang may own one or more facilities in the State of California as long as the facility has a
12 designated Environmental Coordinator to assure compliance with the UST Laws, and the facility
13 maintains compliance at all times with the UST Laws. If any facility owned or operated by
14 defendant Sarbjit Kang is in violation at any time of the UST Laws, after notice set forth in
15 paragraph 17, then defendant Sarbjit Kang is permanently enjoined from owning or operating any
16 facility in the State of California.

17 **MONETARY LIABILITY**

18 14. The Stipulation and Judgment includes monetary penalties for violations of the
19 Health and Safety Code, division 20, chapter 6.7, and California Code of Regulations, title 23,
20 section 2610 et seq. in the amount of \$1,000,000 in civil penalties and \$3,250,000 in suspended
21 civil penalties, for a total of \$4,250,000.

22 **I. INITIAL CIVIL PENALTIES**

23 15. Defendants shall pay \$1,000,000 via cashier's check for civil penalties payable to the
24 State Water Pollution Cleanup and Abatement Account within 15 calendar days of the Effective
25 Date of the Stipulation. Defendants shall personally deliver or mail the \$1,000,000 payment to
26 the State Water Resources Control Board, Division of Administrative Services, 1001 I Street,
27 18th floor, P.O. Box 1888, Sacramento, CA 95812-1888, with a copy to David Boyers, State
28 Water Resources Control Board, Office of Enforcement, 801 K Street, Suite 2300, Sacramento

1 CA 95814. If Defendants do not pay \$1,000,000 within 15 calendar days of the Effective Date of
2 the Stipulation, the State Water Board may rescind the Stipulation and proceed to litigate this
3 matter.

4 **II. SUSPENDED CIVIL PENALTIES**

5 16. The Parties stipulated that if Defendants fail to comply with any of the General
6 Injunctive Provisions or Specific Injunctive Provisions under paragraphs 8 – 13 (collectively
7 referred to as the “Injunctive Provisions”) in the Stipulation and Judgment, then Defendants will
8 be liable for suspended civil penalties as follows:

- 9 • Defendants Stars Holding Co., LLC and Nasrin Amiri shall be jointly and severally liable to
10 pay \$250,000 if any defendant fails to comply with any of the Injunctive Provisions in the
11 Stipulation and Judgment at the Covered Facility located at 4323 Clayton Road, Concord,
12 County of Contra Costa, State of California.
- 13 • Defendants Seerat, Inc. and Sukhwinder Singh shall be jointly and severally liable to pay
14 \$250,000 if any defendant fails to comply with any of the Injunctive Provisions in the
15 Stipulation and Judgment at the Covered Facility located at 1140 Emerald Bay Road,
16 South Lake Tahoe, County of El Dorado, State of California.
- 17 • Defendants Meyers Holding Co., LLC and Reza Amiri shall be jointly and severally liable
18 to pay \$250,000 if any defendant fails to comply with any of the Injunctive Provisions in
19 the Stipulation and Judgment at the Covered Facility located at 3208 Highway 50, Meyers,
20 County of El Dorado, State of California if they reopen or fail to remove the tanks as
21 provided in paragraph 8(n) above.
- 22 • Defendants Tahoe Station, Inc. and Raman Singh shall be jointly and severally liable to pay
23 \$250,000 if any defendant fails to comply with any of the Injunctive Provisions in the
24 Stipulation and Judgment at the Covered Facility located at 2304 Lake Tahoe Boulevard,
25 South Lake Tahoe, County of El Dorado, State of California.
- 26 • Defendants Seerat, Inc., Sukhwinder Singh, and Sarbjit Kang shall be jointly and severally
27 liable to pay \$250,000 if any defendant fails to comply with any of the Injunctive
28

1 Provisions in the Stipulation and Judgment at the Covered Facility located at 913 Emerald
2 Bay Road, South Lake Tahoe, County of El Dorado, State of California.

- 3 • Defendants Tahoe Station, Inc. and Raman Singh shall be jointly and severally liable to pay
4 \$250,000 if any defendant fails to comply with any of the Injunctive Provisions in the
5 Stipulation and Judgment at the Covered Facility located at 8070 North Lake Boulevard,
6 Kings Beach, County of Placer, State of California.
- 7 • Defendants Sacramento/Dunnigan Holding Co., Inc. and Harwant Kaur Kang shall be
8 jointly and severally liable to pay \$250,000 if any defendant fails to comply with any of
9 the Injunctive Provisions in the Stipulation and Judgment at the Covered Facility located
10 at 4300 Watt Avenue, Sacramento, County of Sacramento, State of California.
- 11 • Defendants Stars Holding Co., LLC and Nasrin Amiri shall be jointly and severally liable to
12 pay \$250,000 if any defendant fails to comply with any of the Injunctive Provisions in the
13 Stipulation and Judgment at the Covered Facility located at 6421 Capitol Avenue, Lodi,
14 County of San Joaquin, State of California.
- 15 • Defendants Stars Holding Co., LLC and Nasrin Amiri shall be jointly and severally liable to
16 pay \$250,000 if any defendant fails to comply with any of the Injunctive Provisions in the
17 Stipulation and Judgment at the Covered Facility located at 28700 County Road 6,
18 Dunnigan, County of Yolo, State of California if it reopens.
- 19 • Defendants Sacramento/Dunnigan Holding Co., Inc. and Harwant Kaur Kang shall be
20 jointly and severally liable to pay \$250,000 if any defendant fails to comply with any of
21 the Injunctive Provisions in the Stipulation and Judgment at the Covered Facility located
22 at 4040 County Road 89, County of Yolo, State of California.
- 23 • Defendant Azad Amiri shall be liable to pay \$500,000 if he fails to comply with the specific
24 injunctive provision under paragraph 13 in the Stipulation and Judgment.
- 25 • Defendant Sarbjit Kang shall be liable to pay \$250,000 if he fails to comply with the
26 specific injunctive provision under paragraph 13 in the Stipulation and Judgment.

1 **III. NOTICE OF INTENT TO SEEK ASSESSMENT OF SUSPENDED CIVIL PENALTIES**

2 17. If any Defendant fails to comply with any of the Injunctive Provisions in the
3 Stipulation and Judgment, then the State Water Board may issue a Notice of Intent to Seek
4 Assessment of Suspended Civil Penalties pursuant to the Notice provision under paragraphs 29 -
5 30. Defendants will have 30 calendar days to correct the violations identified in the Notice of
6 Intent to Seek Assessment of Suspended Civil Penalties. If the State Water Board determines that
7 the violations have been corrected within 30 calendar days from the date of the Notice of Intent to
8 Seek Assessment of Suspended Civil Penalties, then Defendants shall not be liable for the
9 suspended civil penalties. If the State Water Board determines that the violations have not been
10 corrected within 30 calendar days from the date of the Notice of Intent to Seek Assessment of
11 Suspended Civil Penalties, then the State Water Board may move this Court by noticed motion in
12 accordance with Code of Civil Procedure section 1005 to assess and collect suspended civil
13 penalties, enjoin the Defendants from failing or refusing to comply with any provisions in the
14 Stipulation and Judgment, and to award any other appropriate relief. Code of Civil Procedure
15 section 1005 shall govern the Defendants' filing and service of a non-opposition or an opposition,
16 and the State Water Board's filing and service of a reply, unless otherwise stipulated by the
17 Parties or ordered by the Court. The Parties may submit evidence to this Court on declarations.
18 The Parties request that this Court determine, by the preponderance of the evidence standard,
19 sitting without a jury, whether Defendants have failed to comply with any or all of the Injunctive
20 Provisions in the Stipulation and Judgment. If this Court finds that any Defendant failed to
21 comply with any of the Injunctive Provisions in the Stipulation and Judgment for more than 30
22 calendar days, then the Court shall impose the civil penalty as set forth under paragraph 16. The
23 suspended civil penalty shall be payable via cashier's check to the State Water Pollution Cleanup
24 and Abatement Account within 30 calendar days of the Court's final order awarding the
25 suspended civil penalties. Defendants shall personally deliver or mail the suspended civil penalty
26 payment to the State Water Resources Control Board, Division of Administrative Services, 1001 I
27 Street, 18th floor, P.O. Box 1888, Sacramento, CA 95812-1888, with a copy to David Boyers,
28 State Water Resources Control Board, Office of Enforcement, 801 K Street, Suite 2300,

1 Sacramento CA 95814. The Court may assess and award suspended civil penalties to the State
2 Water Board pursuant to the Stipulation and Judgment until the entire suspended civil penalties
3 amount as provided up to \$3,250,000 is met. The Court may also enjoin any violation of the
4 Stipulation and Judgment and award any other relief available under the law. Further, if
5 defendant Sarbjit Kang fails to comply with any of the Injunctive Provisions in the Stipulation
6 and Judgment, then the State Water Board may issue a Notice of Intent to Seek Assessment of
7 Suspended Penalties and/or a Permanent Injunction as set forth in paragraphs 13 and 16.
8 Defendant Sarbjit Kang will have 30 calendar days to correct the violations identified in the
9 Notice of Intent to Seek Assessment of Suspended Penalties and/or a Permanent Injunction. If
10 the State Water Board determines that the violations have been corrected within 30 calendar days
11 from the date of the Notice of Intent to Seek Assessment of Suspended Penalties and/or a
12 Permanent Injunction, then defendant Sarbjit Kang shall not be liable for the suspended penalties
13 and shall not be permanently enjoined. If the State Water Board determines that the violations
14 have not been corrected within 30 calendar days from the date of the Notice of Intent to Seek
15 Assessment of Civil Penalties and/or a Permanent Injunction, then the State Water Board may
16 move this Court by noticed motion in accordance with Code of Civil Procedure section 1005, and
17 subject to the same procedure above, to assess and collect suspended civil penalties against
18 defendant Sarbjit Kang, permanently enjoin defendant Sarbjit Kang from owning or operating any
19 facility in the State of California, enjoin defendant Sarbjit Kang from failing or refusing to
20 comply with any provisions in the Stipulation and Judgment, and to award any other appropriate
21 relief.

22 18. The State Water Board shall have 1 year after the expiration of 5 years from the date
23 this Court enters the Judgment to file a noticed motion for suspended civil penalties, to enjoin the
24 Defendants from failing or refusing to comply with any provisions in the Stipulation and
25 Judgment, and to award any other appropriate relief regarding the Covered Matters. The State
26 Water Board shall have the burden of proof based on the preponderance of evidence that the
27 alleged violations occurred before the expiration of 5 years from the date this Court enters the
28 Judgment.

1 19. If Defendants comply with the Injunctive Provisions in the Stipulation and Judgment
2 for the entire 5 years from the date this Court enters the Judgment, the suspension of civil
3 penalties shall become permanent. However, if a motion to assess and collect the suspended civil
4 penalties is timely filed by the State Water Board within 1 year after the expiration of 5 years
5 from the date this Court enters the Judgment, the suspension of penalties shall not become final
6 until a final order has been issued by this Court and the Defendants have paid the suspended civil
7 penalties awarded by this Court.

8 20. If any Defendant fails to comply with any of the Injunctive Provisions in the
9 Stipulation and Judgment, the State Water Board may initiate a new enforcement action and seek
10 any appropriate relief as authorized by law, including, but not limited to, injunctive relief and
11 civil penalties. The suspended civil penalties pursuant to the Stipulation and Judgment are in
12 addition to, and do not bar, any other remedies or sanctions that may be available for violations of
13 the Health and Safety Code, division 20, chapter 6.7, and California Code of Regulations, title 23,
14 section 2610 et seq., or any other law or regulation.

15 **WAIVER OF RIGHT TO SET ASIDE JUDGMENT AND APPEAL**

16 21. The Parties hereby waive any rights to set aside the Stipulation and Judgment through
17 any collateral attack, and further waive any rights to appeal the Judgment, except the State Water
18 Board may rescind the Stipulation in the event the Defendants do not timely pay the civil
19 penalties as described under paragraph 15 of the Stipulation and Judgment.

20 **TERMINATION OF INJUNCTION**

21 22. At any time after the expiration of 5 years from the date this Court enters the
22 Judgment and the Defendants have paid all amounts due under the Judgment, the Defendants may
23 file and serve a noticed-motion in accordance with Code of Civil Procedure section 1005
24 requesting a Court order that the Injunctive Provisions shall have no force or effect. Code of
25 Civil Procedure section 1005 shall govern the State Water Board's filing and service of a non-
26 opposition or an opposition, and the Defendants' filing and service of a reply. The Parties may
27 submit evidence to this Court on declarations. The Defendants shall have the burden of proof
28 based on the preponderance of evidence to show the Defendants have complied with the

1 Injunctive Provisions in the Stipulation and Judgment. The Parties agree that the Court shall
2 grant the Defendants' request upon determining the Defendants have complied with the
3 Stipulation and Judgment. However, defendant Azad Amiri shall be permanently enjoined from
4 owning and operating underground storage tank facilities as set forth under paragraph 13 in the
5 Stipulation and Judgment and may not file a motion seeking termination of the injunction. If any
6 facility owned or operated by defendant Sarbjit Kang is in violation at any time of the UST Laws
7 as set forth under paragraph 13 in the Stipulation and Judgment, after notice as set forth in
8 paragraph 17, then defendant Sarbjit Kang is permanently enjoined from owning or operating any
9 facility in the State of California and may not file a motion seeking termination of the injunction.

10 **CHANGE OF OWNERSHIP OR OPERATION OF ANY COVERED FACILITY**

11 23. Commencing on the date this Court enters the Judgment in this matter, Defendants
12 agree to update Exhibit B and notify the State Water Board within 30 calendar days of any change
13 by providing an updated Exhibit B pursuant to the Notice provision under paragraphs 29 – 30 in
14 the Stipulation and Judgment whenever any Covered Facility identified on Exhibit B is sold,
15 transferred, or closed.

16 24. Even though a Covered Facility may be sold, transferred, or closed by Defendants,
17 Defendants agree that they remain liable for all unpaid civil penalties, including suspended
18 penalties assessed before the sale, transfer, or closure of the Covered Facility.

19 25. Defendants agree to provide a copy of this Judgment to each new owner and operator
20 of the Covered Facility within 10 calendar days from the fully executed contract or other
21 agreement regarding the sale, transfer, or change of ownership or operation of the Covered
22 Facility.

23 26. Defendants agree to notify the State Water Board within 30 calendar days pursuant to
24 the Notice provision under paragraphs 29 – 30 in the Stipulation and Judgment when any
25 additional underground storage tank facility not listed on Exhibit B in California becomes owned,
26 leased, or operated by any Defendant.

27 27. Defendants agree not to sell, transfer or otherwise convey in any manner its
28 ownership interest of each of the Covered Facilities to any entity or individual affiliated with any

1 Defendant for the purposes of avoiding or mitigating the obligation to comply with the Injunctive
2 Provisions or any other requirement of the Stipulation and Judgment. If any one or more
3 Defendant sells, transfers or otherwise conveys its ownership interest of any Covered Facility to
4 an affiliated entity or individual for the purposes of avoiding or mitigating the obligation to
5 comply with the Injunctive Provisions or any other requirement of the Stipulation and Judgment,
6 that Defendant or Defendants shall be liable for the civil penalties under paragraph 16 in the
7 Stipulation and Judgment pertaining to the specific Covered Facility that is sold, transferred, or
8 otherwise conveyed. The Parties stipulated that the Court shall have sole discretion to determine
9 whether the sale, transfer or conveyance was made for the purposes of avoiding or mitigating the
10 obligation to comply with the Injunctive Provisions or any other requirement of the Stipulation
11 and Judgment. The same noticed motion, trial court procedure, preponderance of the evidence
12 standard, and payment provisions set forth under paragraph 17 in the Stipulation and Judgment
13 apply to this provision of the Stipulation and Judgment.

14 **SITE ACCESS FOR INSPECTIONS, COPYING, AND TESTING**

15 28. Defendants shall provide access to all Covered Facilities to the State Water Board,
16 CUPA, and any agency having jurisdiction for the purpose of conducting inspections, sampling,
17 testing, and monitoring pursuant to federal and state laws and regulations. Nothing in the
18 Stipulation and Judgment is intended to limit in any way the right of entry or inspection that any
19 agency may otherwise have by operation of any agreement, law, regulation, permit, or order.
20 Unless otherwise provided by law or necessitated due exigent circumstances, the State Water
21 Board shall notify at least one of the owners and operators listed on Exhibit B no less than 24
22 hours before conducting any site inspection of the Covered Facility.

23 **NOTICE**

24 29. All notices and submissions required by the Stipulation and Judgment, except for
25 notices of on-site inspection under paragraph 28, shall be sent by certified mail as follows:
26
27
28

1 **If to Defendants:**

To the UST Owners/Operators and Property Owners
set forth on Exhibit B

2
3 **If to the State Water Board:**

David M. Boyers
Assistant Chief Counsel
State Water Resources Control Board
801 K Street, Suite 2300
Sacramento, CA 95814
Email: david.boyers@waterboards.ca.gov

6 Tracy L. Winsor
7 Supervising Deputy Attorney General
8 California Department of Justice
9 1300 I Street, Suite 125
10 P.O. Box 944255
11 Sacramento, CA 94244-2550
12 Email: tracy.winsor@doj.ca.gov

13 30. Any Party may modify the person and address to whom the notice is to be sent by
14 informing each other Party in writing by certified mail. Nothing in the Stipulation and Judgment
15 shall be interpreted or applied to relieve Defendants of their existing obligations to provide
16 documentation to a federal or state agency, county, city, district, or CUPA as required by statute,
17 regulation, ordinance, permit, or other requirement.

18 **NO WAIVER OF RIGHT TO ENFORCE**

19 31. The failure of the State Water Board to enforce any provision of the Stipulation and
20 Judgment may not be deemed a waiver of such provision, or in any way affect the validity of the
21 Stipulation and Judgment. The failure of the State Water Board to enforce any such provision
22 shall not preclude the State Water Board from later enforcing the same or any other provision of
23 the Stipulation and Judgment. No oral advice, guidance, suggestion, or comment by employees
24 or officials of any Party regarding matters covered in the Stipulation and Judgment shall be
25 construed to relieve any Party of its obligations under the Stipulation and Judgment.

26 **INDEMNIFICATION**

27 32. Defendants shall indemnify and save and hold harmless the State Water Board, the
28 State of California, and any of their employees, including each and every constituent agency,
board, department, office, commission, fund, or other entity thereof, and successors and assigns
of each and every constituent of the State of California (Indemnified Parties), for or from any and
all claims or causes of action, of every kind and nature whatsoever, in law and in equity, whether

1 known or unknown, suspected or unsuspected, foreseen or unforeseen, arising from or on account
2 of acts or omissions of Defendants, and each of their respective officers, directors, agents,
3 employees, contractors, consultants, representatives, successors, assigns, receivers, trustees, and
4 all persons, partnerships, corporations, and other entities acting under, on behalf of, or in concert
5 with Defendants, in carrying out activities pursuant to the Stipulation and Judgment. In addition,
6 Defendants shall pay the Indemnified Parties all costs incurred, including, but not limited to,
7 attorney fees and other expenses of litigation and settlement arising from or on account of acts or
8 omissions of Defendants, and each of their respective officers, directors, agents, employees,
9 contractors, consultants, representatives, successors, assigns, receivers, trustees, and all persons,
10 partnerships, corporations, and other entities acting under, on behalf of, or in concert with
11 Defendants in carrying out the activities pursuant to the Stipulation and Judgment.

12 **COSTS AND FEES**

13 33. Each Party shall bear its own attorney fees, costs, and expenses in connection with
14 this matter, except as provided in this paragraph and under the section titled Indemnification in
15 the Stipulation and Judgment. If Defendants fail to perform any obligation or pay any liability or
16 civil penalty imposed under the Stipulation and Judgment, in accordance with Government Code
17 section 12513.1, Defendants shall be required to pay, in addition to that liability or civil penalty,
18 interest, reasonable attorney fees, and costs for collection or enforcement proceedings to enforce
19 the payment or obligation.

20 **COMPLIANCE WITH FUTURE LAWS**

21 34. The Stipulation and Judgment shall not excuse Defendants from meeting more
22 stringent or additional requirements relating to the ownership, leasing, and operation of
23 underground storage tank facilities in the State of California, which may be imposed hereafter by
24 changes in applicable laws, statutes, regulations, and ordinances.

25 **RELEASE**

26 35. Defendants shall and do release, discharge, and covenant not to sue the State Water
27 Board, the State of California, or any of their employees, including each and every constituent
28 agency, board, department, office, commission, fund, or other entity thereof, and successors and

1 assigns of each and every constituent of the State of California, for any and all claims or causes of
2 action, of every kind and nature whatsoever, in law and in equity, whether known or unknown,
3 suspected or unsuspected, foreseen or unforeseen, which arise out of or are related to this lawsuit
4 or the administrative or investigative actions that preceded it.

5 **INTERPRETATION**

6 36. The Stipulation and Judgment were drafted equally by all Parties. The Parties agree
7 that the rule of construction holding that ambiguity is construed against the drafting Party shall
8 not apply to the interpretation of the Stipulation and Judgment. The Stipulation and Judgment
9 shall be governed by and construed in accordance with the laws of the State of California.

10 **INTEGRATION**

11 37. The Stipulation and Judgment contains all of the terms and conditions agreed upon by
12 the Parties relating to the matters covered by the Stipulation and Judgment, and supersede any
13 and all prior and contemporaneous agreements, negotiations, correspondence, understandings,
14 and communications of the parties, whether oral or written, respecting the matters covered by the
15 Stipulation and Judgment.

16 **MODIFICATION**

17 38. The Judgment may be amended or modified only by a writing signed by the parties or
18 their authorized representatives, and then by order of the Court.

19 **KNOWING AND VOLUNTARY STIPULATION AND JUDGMENT**

20 39. Each Party to the Stipulation and Judgment acknowledged that the Party has reviewed
21 all of the terms and conditions of the Stipulation and Judgment, and has agreed to the Stipulation
22 and Judgment knowingly and voluntarily.

23 **AUTHORITY TO ENTER STIPULATION AND JUDGMENT**

24 40. Each signatory to the Stipulation certified that he or she is fully authorized by the
25 Party he or she represents to enter into the Stipulation, to execute it on behalf of the Party
26 represented, and to legally bind that Party to the terms and conditions of the Stipulation and
27 Judgment.

28

1 **COUNTERPARTS**

2 41. The Stipulation may be executed by the Parties in counterpart originals with the same
3 force and effect as if fully and simultaneously executed as a single, original document. The
4 Parties agree that all genuine copies of their and their counsel's signatures on the Stipulation,
5 such as photocopies and scanned copies, may be used as though originals.

6 **SCOPE**

7 42. The Stipulation and Judgment shall apply to and be binding upon Defendants and
8 each of their respective officers, directors, agents, employees, contractors, consultants,
9 representatives, successors, assigns, receivers, trustees, and all persons, partnerships, corporations,
10 and other entities acting under, on behalf of, or in concert with Defendants, and upon the State
11 Water Board and any successor agencies.

12 **STIPULATION AND JUDGMENT DOES NOT BIND ANY OTHER AGENCY**

13 43. Except as previously expressed in the Stipulation and Judgment, nothing in the
14 Stipulation and Judgment is intended or shall be construed to preclude the Attorney General, or
15 any other federal, state, or local agency, board, department, office, commission, or entity from
16 exercising its authority under any laws, statutes, regulations, or ordinances.

17 **COOPERATION**

18 44. The parties hereto agreed to execute and deliver any and all documents and do all acts
19 that are necessary or convenient to carry out the terms of the Stipulation and Judgment, for
20 example, including confirming to a title company that there is no judgment lien created by the
21 entry of the Stipulation and Judgment. Nothing in paragraph 44 shall be interpreted or construed
22 to prejudice, waive, or impair the State Water Board's right to enforce the provisions of the
23 Stipulation and Judgment, and to fully enforce or execute upon any future Court orders or
24 judgments in connection with the Stipulation and Judgment.

25 **IT IS SO ORDERED.**

26 Dated: March 6, 2019



Honorable Alan G. Perkins
Judge of the Superior Court

28 SA2012104176 / 33706620.doc

EXHIBIT 1

1 XAVIER BECERRA
Attorney General of California
2 TRACY L. WINSOR
Supervising Deputy Attorney General
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9 *Attorneys for Plaintiff*
State Water Resources Control Board

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 COUNTY OF SACRAMENTO

15 **PEOPLE OF THE STATE OF
CALIFORNIA EX REL. STATE WATER
RESOURCES CONTROL BOARD,**

17 Plaintiff,

18 v.

19 **ALI AMIRI, et al.,**

20 Defendants.

Case No. 34-2014-00164107

**STIPULATION FOR ENTRY OF FINAL
CONSENT JUDGMENT**

Judge: Honorable Alan G. Perkins
Action Filed: May 28, 2014

23
24 This Stipulation for Entry of Final Consent Judgment (Stipulation) is entered into between
25 Plaintiff, People of the State of California ex rel. State Water Resources Control Board (State
26 Water Board), and defendants Azad Amiri, Haleh Amiri, Nasrin Amiri, Reza Amiri, Harwant
27 Kaur Kang, Sarbjit Singh Kang, Parmjit Singh, Raman Singh, Sukhwinder Singh, Meyers
28 Holding Co., LLC, Stars Holding Co., LLC, Sacramento/Dunnigan Holding Co., Inc., Tahoe

1 Station, Inc., Tahoe Blue Property, Inc., and Seerat, Inc. (Defendants). The State Water Board
2 and Defendants shall be collectively referred to as "Parties," and individually as "Party." This
3 Stipulation is effective the day it is signed by the last signatory (Effective Date).

4 **RECITALS**

5 A. The State Water Board is a public agency of the State of California.

6 B. Azad Amiri, Haleh Amiri, Nasrin Amiri, Reza Amiri, Harwant Kaur Kang, Sarbjit
7 Singh Kang, Parmjit Singh, Raman Singh, and Sukhwinder Singh are individuals.

8 C. Meyers Holding Co., LLC, and Stars Holding Co., LLC are limited liability
9 companies doing business in the State of California.

10 D. Sacramento/Dunnigan Holding Co., Inc., Tahoe Station, Inc., Tahoe Blue Property,
11 Inc., and Seerat, Inc. are corporations doing business in the State of California.

12 E. The State Water Board filed a First Amended Complaint against Defendants alleging
13 violations of California Health and Safety Code, division 20, chapter 6.7, and California Code of
14 Regulations, title 23, section 2610 et seq. relating to the Defendants' ownership and operation of
15 11 underground storage tank facilities in the State of California.

16 F. The Parties entered into this Stipulation in a good faith effort to avoid the uncertainty
17 and expense of protracted litigation.

18 G. The Parties stipulate to the entry by this Court of a Final Consent Judgment
19 (Judgment), attached as Exhibit A to this Stipulation, on the terms set forth below.

20 **DEFINITIONS**

21 1. For purposes of this Stipulation and the Judgment, unless otherwise specified, the
22 definitions set forth in the California Health and Safety Code sections 25281 and 25281.5 and the
23 California Code of Regulations, title 23, sections 2610 and 2611, as they exist on the Effective
24 Date of this Stipulation, shall apply to the terms used herein.

25 **JURISDICTION**

26 2. The Sacramento County Superior Court has jurisdiction over the subject matter of this
27 action and the Parties to this Stipulation and Judgment.

1 May 28, 2009, through the date of entry of the Judgment (Covered Matters). Except for any
2 actions that may be necessary to enforce this Stipulation and Judgment, the State Water Board
3 agrees not to sue or pursue any further civil claims against the Defendants for the Covered
4 Matters.

5 6. A "Reserved Claim" is any claim, violation, or cause of action that is not a Covered
6 Matter. Reserved Claims include, but are not limited to: (1) any violation that occurs after the
7 date of entry of the Judgment, including any claim, violation, or cause of action against
8 Defendants and each of their respective officers, directors, agents, employees, contractors,
9 consultants, representatives, successors, assigns, receivers, trustees, and all persons, partnerships,
10 corporations, and other entities acting under, on behalf of, or in concert with Defendants; and (2)
11 any claim, violation, or cause of action for performance of or lack of performance of cleanup,
12 corrective action, or response action concerning or arising out of a past or future release, spill,
13 leak, emission, escape, leach, disposal, or discharge at or from any of the Covered Facilities
14 against Defendants and each of their respective officers, directors, agents, employees, contractors,
15 consultants, representatives, successors, assigns, receivers, trustees, and all persons, partnerships,
16 corporations, and other entities acting under, on behalf of, or in concert with Defendants. The
17 State Water Board reserves the right to pursue any Reserved Claim. In any subsequent action that
18 may be brought by the State Water Board to enforce any Reserved Claim, Defendants,
19 collectively or individually, shall not assert, plead, or raise against the State Water Board in any
20 fashion any defense, avoidance, or claim for relief based on splitting of claims.

21 7. Nothing in this Stipulation and Judgment shall preclude the State Water Board,
22 Certified Uniform Program Agency (CUPA), or any agency with jurisdiction, on or after the date
23 of entry of the Judgment, from taking any action or issuing any requirement or order that
24 Defendants shall investigate and/or remediate suspected or actual environmental harm, including,
25 but not limited to, a release, spill, leak, emission, escape, leach, disposal, or discharge at or from
26 any of the Covered Facilities as required under the California Health and Safety Code, division 20,
27 chapter 6.7, and California Code of Regulations, title 23, section 2610 et seq., and any other
28 applicable laws, regulations, or ordinances. Furthermore, neither the allegations in the First

1 Amended Complaint in this action nor this Stipulation and Judgment, shall constitute notice or
2 discovery by any governmental entity of any suspected or actual environmental harm, including,
3 but not limited to, a release, spill, leak, emission, escape, leach, disposal, or discharge at or from
4 any of the Covered Facilities, for purposes of the statute of limitations of claims.

5 INJUNCTION

6 I. GENERAL INJUNCTIVE PROVISIONS

7 8. Pursuant to California Health and Safety Code sections 25299.01 and 25299.04, as of
8 the date of entry of the Judgment by this Court:

9 (a) Defendants are each enjoined from failing or refusing to comply with the provisions of
10 California Health and Safety Code, division 20, chapter 6.7, and California Code of Regulations,
11 title 23, section 2610 et seq. (UST Laws), as existing on the date of entry of the Judgment by this
12 Court, and as amended in the future, relating to the installation, operation, maintenance,
13 modification, repair, or closure of underground storage tanks (USTs) or underground storage tank
14 systems at the Covered Facilities or newly acquired UST facilities, and all relevant State, county,
15 city, district, and CUPA regulations, ordinances, permits, and orders based on those statutes and
16 regulations.

17 (b) Defendants are each required to comply with the provisions of California Health and
18 Safety Code, division 20, chapter 6.7, and California Code of Regulations, title 23, section 2610
19 et seq., cited as violations at the Covered Facilities on Exhibit B.

20 (c) Defendants are each required to comply with the provisions of Health and Safety Code
21 sections 25290.1, subdivision (h), 25290.2, subdivision (g), 25291, subdivision (f), and 25292,
22 subdivision (e)(1), and Title 23, California Code of Regulations, sections 2636, subdivisions (f)(2)
23 and 2643(c)(1) (install and/or maintain automatic line leak detectors on underground pressurized
24 piping that conveys a hazardous substance).

25 (d) Defendants are each required to comply with the provision of Title 23, California Code
26 of Regulations, section 2638 (test and certify UST monitoring equipment).

1 (e) Defendants are each required to comply with the provisions of Health and Safety Code
2 sections 25290.1, subdivision (c)(2), 25290.2, subdivisions (c)(2) and 25291(a)(2) (construct,
3 operate, and maintain secondary containment systems).

4 (f) Defendants are each required to comply with the provision of Title 23, California Code
5 of Regulations, section 2637 (test secondary containment systems).

6 (g) Defendants are each required to comply with the provisions of Health and Safety Code
7 sections 25292.4 and 25292.5, and Title 23, California Code of Regulations, section 2644.1
8 (perform enhanced leak detection testing).

9 (h) Defendants are each required to comply with the provisions of Health and Safety Code
10 sections 25290.1, subdivision (d), 25290.2, subdivision (d), 25291, subdivision (b), and 25292,
11 subdivision (a), and Title 23, California Code of Regulations, sections 2630, subdivision (d) and
12 2641, subdivision (a) (maintain an UST monitoring system capable of detecting an unauthorized
13 release from any portion of the underground storage system at the earliest possible opportunity).

14 (i) Defendants are each required to comply with the provision of Title 23, California Code
15 of Regulations, section 2635, subdivision (b) (maintain USTs in a manner to prevent releases due
16 to spills during product delivery).

17 (j) Defendants are each required to comply with the provisions of Health and Safety Code
18 sections 25290.1, subdivision (f), 25290.2, subdivision (e), 25291, subdivision (c), 25292,
19 subdivision (d), and 25292.1, subdivision (a), and Title 23, California Code of Regulations,
20 section 2635, subdivision (c)(1) (provide USTs with equipment to prevent spills and overfills and
21 operate USTs to prevent spills and overfills).

22 (k) Defendants are each required to comply with the provision of Health and Safety Code
23 section 25284, subdivision (a)(1) (obtain a permit to operate an UST system).

24 (l) Defendants are each required to comply with the provisions of Health and Safety Code
25 sections 25294 and 25295 (record or report any unauthorized release from the UST, and any spill
26 or overfill).

27
28

1 (m) Defendants are required to comply with the provision of Health and Safety Code
2 sections 25298, subdivision (a) and (c), and Title 23, California Code of Regulations, section
3 2670, subdivision (f), and 2672 (failure to properly close or cease operations of an UST system).

4 (n) Defendant Meyers Holding Co., LLC is required to permanently close and remove all
5 USTs and UST systems at the Covered Facility located at 3208 Highway 50, Meyers, County of
6 El Dorado, State of California on or before August 15, 2019. In closing and removing the USTs
7 and UST systems at this Covered Facility, Defendants shall comply with the provisions of
8 California Health and Safety Code, division 20, chapter 6.7, California Code of Regulations, title
9 22, sections 67383.1 – 67383.5 (management of tanks), and California Code of Regulations, title
10 23, section 2610 et seq., including, but not limited, to California Code of Regulations, title 23,
11 sections 2670 and 2672 (permanent closure requirements). The Covered Facility located at 3208
12 Highway 50, Meyers, County of El Dorado, State of California may reopen only if the facility
13 complies with all applicable laws, statutes, regulations, and ordinances.

14 **II. SPECIFIC INJUNCTIVE PROVISIONS**

15 9. Notice of Judgment to Owner, Operator, Designated Operator, and Facility
16 Employees. Defendants shall deliver a copy of this Stipulation and Judgment to each owner,
17 operator, designated operator, and facility employee, at each of the Covered Facilities within 15
18 calendar days of the entry of the Judgment for purposes of informing each owner, operator,
19 designated operator, and facility employee of the compliance obligations in the Stipulation and
20 Judgment.

21 10. Environmental Coordinator. Each Defendant that owns or operates a Covered
22 Facility shall designate a person or entity knowledgeable in the California environmental laws
23 that are the subject of this Stipulation and Judgment (Environmental Coordinator). The
24 Defendant shall promptly provide the Environmental Coordinator copies of all written violation
25 advisements, including but not limited to, Notices of Violation (NOVs), and inspection reports
26 issued or performed by a CUPA, regarding the Covered Facilities for five years from the date of
27 entry of the Judgment. The Environmental Coordinator's responsibility shall be to manage
28 Defendants' compliance with the injunctive terms in this Stipulation and Judgment. The

1 Environmental Coordinator shall: (1) collect and maintain copies of all written violation
2 advisements, including but not limited to, NOVs, and inspection reports issued or performed by a
3 CUPA, regarding the Covered Facilities for five years; (2) assess Defendants' compliance with
4 applicable laws and regulations; (3) advise Defendants' personnel on compliance with applicable
5 laws and regulations; and (4) work with Defendants to ensure that they correct any noted
6 deficiencies or violations.

7 11. Beginning one year after the date of entry of the Judgment and continuing until five
8 years from the date of entry of the Judgment, Defendants' Environmental Coordinator shall
9 submit to the State Water Board, pursuant to the Notice provision under paragraphs 29 – 30 in
10 this Stipulation and Judgment, an annual status report describing: (1) Defendants' compliance
11 program satisfying the injunctive terms of this Stipulation and Judgment; (2) implementation of
12 the compliance program; (3) any material changes made to the compliance program in the
13 preceding year; (4) any written violation advisements, including but not limited to, NOVs, and
14 inspection reports issued or performed by a CUPA regarding the Covered Facilities; (5) any
15 action taken in response to any written violation advisements; and (6) any penalties paid by
16 Defendants as a result of any written advisements. The Environmental Coordinator must sign
17 each annual report under penalty of perjury under the laws of the State of California.

18 12. Notice to the State Water Board. Pursuant to the Notice provision under paragraphs
19 29 – 30 in this Stipulation and Judgment, Defendants shall submit written notice to the State
20 Water Board within 90 calendar days from the entry of the Judgment confirming that: (1) the
21 Stipulation and Judgment was timely provided to each owner, operator, designated operator, and
22 facility employee, at each of the Covered Facilities; and (2) the identity and contact information
23 for each Environmental Coordinator for each of the Covered Facilities.

24 13. Defendants Azad Amiri and Sarbjit Kang are Permanently Enjoined from Owning
25 and Operating Underground Storage Tank Facilities. Defendants Azad Amiri and Sarbjit Kang,
26 individually or as sole proprietors, partners, officers, directors, agents, employees, contractors,
27 consultants, or representatives of any entity, shall not be the operators or owners of any USTs
28 beginning on the Effective Date of this Stipulation and at any time thereafter, in the State of

1 California. Defendants Azad Amiri and Sarbjit Kang shall not lease, consult with, volunteer at, or
2 be employed by any facility or entity performing work or services for any facility beginning on
3 the Effective Date of this Stipulation and at any time thereafter in the State of California.

4 Notwithstanding the above, defendant Azad Amiri may consult to Stars Holding Co., LLC in all
5 matters related to, purchasing and leasing new facilities, selling and leasing facilities, accounting
6 for facilities, and construction of facilities, except that defendant Azad Amiri shall not act in any
7 capacity involving environmental compliance regarding any facility in the State of California.

8 Notwithstanding the above, defendant Sarbjit Kang may operate one facility in the State of
9 California as long as the facility has a designated Environmental Coordinator that complies with
10 paragraphs 10 – 11 of this Stipulation and Judgment and the facility maintains compliance at all
11 times with the UST Laws. After five years from the date of entry of Judgment, defendant Sarbjit
12 Kang may own one or more facilities in the State of California as long as the facility has a
13 designated Environmental Coordinator to assure compliance with the UST Laws, and the facility
14 maintains compliance at all times with the UST Laws. If any facility owned or operated by
15 defendant Sarbjit Kang is in violation at any time of the UST Laws, after notice set forth in
16 paragraph 17, then defendant Sarbjit Kang is permanently enjoined from owning or operating any
17 facility in the State of California.

18 **MONETARY LIABILITY**

19 14. This Stipulation and Judgment includes monetary penalties for violations of the
20 Health and Safety Code, division 20, chapter 6.7, and California Code of Regulations, title 23,
21 section 2610 et seq. in the amount of \$1,000,000 in civil penalties and \$3,250,000 in suspended
22 civil penalties, for a total of \$4,250,000.

23 **I. INITIAL CIVIL PENALTIES**

24 15. Defendants shall pay \$1,000,000 via cashier's check for civil penalties payable to the
25 State Water Pollution Cleanup and Abatement Account within 15 calendar days of the Effective
26 Date of this Stipulation. Defendants shall personally deliver or mail the \$1,000,000 payment to
27 the State Water Resources Control Board, Division of Administrative Services, 1001 I Street,
28 18th floor, P.O. Box 1888, Sacramento, CA 95812-1888, with a copy to David Boyers, State

1 Water Resources Control Board, Office of Enforcement, 801 K Street, Suite 2300, Sacramento
2 CA 95814. If Defendants do not pay \$1,000,000 within 15 calendar days of the Effective Date of
3 this Stipulation, the State Water Board may rescind this Stipulation and proceed to litigate this
4 matter.

5 **II. SUSPENDED CIVIL PENALTIES**

6 16. The Parties stipulate that if Defendants fail to comply with any of the General
7 Injunctive Provisions or Specific Injunctive Provisions under paragraphs 8 – 13 (collectively
8 referred to as the “Injunctive Provisions”) in this Stipulation and Judgment, then Defendants will
9 be liable for suspended civil penalties as follows:

- 10 • Defendants Stars Holding Co., LLC and Nasrin Amiri shall be jointly and severally liable to
11 pay \$250,000 if any defendant fails to comply with any of the Injunctive Provisions in this
12 Stipulation and Judgment at the Covered Facility located at 4323 Clayton Road, Concord,
13 County of Contra Costa, State of California.
- 14 • Defendants Seerat, Inc. and Sukhwinder Singh shall be jointly and severally liable to pay
15 \$250,000 if any defendant fails to comply with any of the Injunctive Provisions in this
16 Stipulation and Judgment at the Covered Facility located at 1140 Emerald Bay Road,
17 South Lake Tahoe, County of El Dorado, State of California.
- 18 • Defendants Meyers Holding Co., LLC and Reza Amiri shall be jointly and severally liable
19 to pay \$250,000 if any defendant fails to comply with any of the Injunctive Provisions in
20 this Stipulation and Judgment at the Covered Facility located at 3208 Highway 50,
21 Meyers, County of El Dorado, State of California if they reopen or fail to remove the
22 tanks as provided in paragraph 8(n) above.
- 23 • Defendants Tahoe Station, Inc. and Raman Singh shall be jointly and severally liable to pay
24 \$250,000 if any defendant fails to comply with any of the Injunctive Provisions in this
25 Stipulation and Judgment at the Covered Facility located at 2304 Lake Tahoe Boulevard,
26 South Lake Tahoe, County of El Dorado, State of California.
- 27 • Defendants Seerat, Inc., Sukhwinder Singh, and Sarbjit Kang shall be jointly and severally
28 liable to pay \$250,000 if any defendant fails to comply with any of the Injunctive

1 Provisions in this Stipulation and Judgment at the Covered Facility located at 913 Emerald
2 Bay Road, South Lake Tahoe, County of El Dorado, State of California.

- 3 • Defendants Tahoe Station, Inc. and Raman Singh shall be jointly and severally liable to pay
4 \$250,000 if any defendant fails to comply with any of the Injunctive Provisions in this
5 Stipulation and Judgment at the Covered Facility located at 8070 North Lake Boulevard,
6 Kings Beach, County of Placer, State of California.
- 7 • Defendants Sacramento/Dunnigan Holding Co., Inc. and Harwant Kaur Kang shall be
8 jointly and severally liable to pay \$250,000 if any defendant fails to comply with any of
9 the Injunctive Provisions in this Stipulation and Judgment at the Covered Facility located
10 at 4300 Watt Avenue, Sacramento, County of Sacramento, State of California.
- 11 • Defendants Stars Holding Co., LLC and Nasrin Amiri shall be jointly and severally liable to
12 pay \$250,000 if any defendant fails to comply with any of the Injunctive Provisions in this
13 Stipulation and Judgment at the Covered Facility located at 6421 Capitol Avenue, Lodi,
14 County of San Joaquin, State of California.
- 15 • Defendants Stars Holding Co., LLC and Nasrin Amiri shall be jointly and severally liable to
16 pay \$250,000 if any defendant fails to comply with any of the Injunctive Provisions in this
17 Stipulation and Judgment at the Covered Facility located at 28700 County Road 6,
18 Dunnigan, County of Yolo, State of California if it reopens.
- 19 • Defendants Sacramento/Dunnigan Holding Co., Inc. and Harwant Kaur Kang shall be
20 jointly and severally liable to pay \$250,000 if any defendant fails to comply with any of
21 the Injunctive Provisions in this Stipulation and Judgment at the Covered Facility located
22 at 4040 County Road 89, County of Yolo, State of California.
- 23 • Defendant Azad Amiri shall be liable to pay \$500,000 if he fails to comply with the specific
24 injunctive provision under paragraph 13 in this Stipulation and Judgment.
- 25 • Defendant Sarbjit Kang shall be liable to pay \$250,000 if he fails to comply with the
26 specific injunctive provision under paragraph 13 in this Stipulation and Judgment.

1 **III. NOTICE OF INTENT TO SEEK ASSESSMENT OF SUSPENDED CIVIL PENALTIES**

2 17. If any Defendant fails to comply with any of the Injunctive Provisions in this
3 Stipulation and Judgment, then the State Water Board may issue a Notice of Intent to Seek
4 Assessment of Suspended Civil Penalties pursuant to the Notice provision under paragraphs 29 -
5 30. Defendants will have 30 calendar days to correct the violations identified in the Notice of
6 Intent to Seek Assessment of Suspended Civil Penalties. If the State Water Board determines that
7 the violations have been corrected within 30 calendar days from the date of the Notice of Intent to
8 Seek Assessment of Suspended Civil Penalties, then Defendants shall not be liable for the
9 suspended civil penalties. If the State Water Board determines that the violations have not been
10 corrected within 30 calendar days from the date of the Notice of Intent to Seek Assessment of
11 Suspended Civil Penalties, then the State Water Board may move this Court by noticed motion in
12 accordance with Code of Civil Procedure section 1005 to assess and collect suspended civil
13 penalties, enjoin the Defendants from failing or refusing to comply with any provisions in this
14 Stipulation and Judgment, and to award any other appropriate relief. Code of Civil Procedure
15 section 1005 shall govern the Defendants' filing and service of a non-opposition or an opposition,
16 and the State Water Board's filing and service of a reply, unless otherwise stipulated by the
17 Parties or ordered by the Court. The Parties may submit evidence to this Court on declarations.
18 The Parties request that this Court determine, by the preponderance of the evidence standard,
19 sitting without a jury, whether Defendants have failed to comply with any or all of the Injunctive
20 Provisions in this Stipulation and Judgment. If this Court finds that any Defendant failed to
21 comply with any of the Injunctive Provisions in this Stipulation and Judgment for more than 30
22 calendar days, then the Court shall impose the civil penalty as set forth under paragraph 16. The
23 suspended civil penalty shall be payable via cashier's check to the State Water Pollution Cleanup
24 and Abatement Account within 30 calendar days of the Court's final order awarding the
25 suspended civil penalties. Defendants shall personally deliver or mail the suspended civil penalty
26 payment to the State Water Resources Control Board, Division of Administrative Services, 1001 I
27 Street, 18th floor, P.O. Box 1888, Sacramento, CA 95812-1888, with a copy to David Boyers,
28 State Water Resources Control Board, Office of Enforcement, 801 K Street, Suite 2300,

1 Sacramento CA 95814. The Court may assess and award suspended civil penalties to the State
2 Water Board pursuant to this Stipulation and Judgment until the entire suspended civil penalties
3 amount as provided up to \$3,250,000 is met. The Court may also enjoin any violation of the
4 Stipulation and Judgment and award any other relief available under the law. Further, if
5 defendant Sarbjit Kang fails to comply with any of the Injunctive Provisions in this Stipulation
6 and Judgment, then the State Water Board may issue a Notice of Intent to Seek Assessment of
7 Suspended Penalties and/or a Permanent Injunction as set forth in paragraphs 13 and 16.
8 Defendant Sarbjit Kang will have 30 calendar days to correct the violations identified in the
9 Notice of Intent to Seek Assessment of Suspended Penalties and/or a Permanent Injunction. If
10 the State Water Board determines that the violations have been corrected within 30 calendar days
11 from the date of the Notice of Intent to Seek Assessment of Suspended Penalties and/or a
12 Permanent Injunction, then defendant Sarbjit Kang shall not be liable for the suspended penalties
13 and shall not be permanently enjoined. If the State Water Board determines that the violations
14 have not been corrected within 30 calendar days from the date of the Notice of Intent to Seek
15 Assessment of Civil Penalties and/or a Permanent Injunction, then the State Water Board may
16 move this Court by noticed motion in accordance with Code of Civil Procedure section 1005, and
17 subject to the same procedure above, to assess and collect suspended civil penalties against
18 defendant Sarbjit Kang, permanently enjoin defendant Sarbjit Kang from owning or operating any
19 facility in the State of California, enjoin defendant Sarbjit Kang from failing or refusing to
20 comply with any provisions in this Stipulation and Judgment, and to award any other appropriate
21 relief.

22 18. The State Water Board shall have 1 year after the expiration of 5 years from the date
23 this Court enters the Judgment to file a noticed motion for suspended civil penalties, to enjoin the
24 Defendants from failing or refusing to comply with any provisions in this Stipulation and
25 Judgment, and to award any other appropriate relief regarding the Covered Matters. The State
26 Water Board shall have the burden of proof based on the preponderance of evidence that the
27 alleged violations occurred before the expiration of 5 years from the date this Court enters the
28 Judgment.

1 19. If Defendants comply with the Injunctive Provisions in this Stipulation and Judgment
2 for the entire 5 years from the date this Court enters the Judgment, the suspension of civil
3 penalties shall become permanent. However, if a motion to assess and collect the suspended civil
4 penalties is timely filed by the State Water Board within 1 year after the expiration of 5 years
5 from the date this Court enters the Judgment, the suspension of penalties shall not become final
6 until a final order has been issued by this Court and the Defendants have paid the suspended civil
7 penalties awarded by this Court.

8 20. If any Defendant fails to comply with any of the Injunctive Provisions in this
9 Stipulation and Judgment, the State Water Board may initiate a new enforcement action and seek
10 any appropriate relief as authorized by law, including, but not limited to, injunctive relief and
11 civil penalties. The suspended civil penalties pursuant to this Stipulation and Judgment are in
12 addition to, and do not bar, any other remedies or sanctions that may be available for violations of
13 the Health and Safety Code, division 20, chapter 6.7, and California Code of Regulations, title 23,
14 section 2610 et seq., or any other law or regulation.

15 **WAIVER OF RIGHT TO SET ASIDE JUDGMENT AND APPEAL**

16 21. The Parties hereby waive any rights to set aside the Stipulation and Judgment through
17 any collateral attack, and further waive any rights to appeal the Judgment, except the State Water
18 Board may rescind this Stipulation in the event the Defendants do not timely pay the civil
19 penalties as described under paragraph 15 of this Stipulation and Judgment.

20 **TERMINATION OF INJUNCTION**

21 22. At any time after the expiration of 5 years from the date this Court enters the
22 Judgment and the Defendants have paid all amounts due under the Judgment, the Defendants may
23 file and serve a noticed motion in accordance with Code of Civil Procedure section 1005
24 requesting a Court order that the Injunctive Provisions shall have no force or effect. Code of
25 Civil Procedure section 1005 shall govern the State Water Board's filing and service of a non-
26 opposition or an opposition, and the Defendants' filing and service of a reply. The Parties may
27 submit evidence to this Court on declarations. The Defendants shall have the burden of proof
28 based on the preponderance of evidence to show the Defendants have complied with the

1 Injunctive Provisions in this Stipulation and Judgment. The Parties agree that the Court shall
2 grant the Defendants' request upon determining the Defendants have complied with this
3 Stipulation and Judgment. However, defendant Azad Amiri shall be permanently enjoined from
4 owning and operating underground storage tank facilities as set forth under paragraph 13 in this
5 Stipulation and Judgment and may not file a motion seeking termination of the injunction. If any
6 facility owned or operated by defendant Sarbjit Kang is in violation at any time of the UST Laws
7 as set forth under paragraph 13 in this Stipulation and Judgment, after notice as set forth in
8 paragraph 17, then defendant Sarbjit Kang is permanently enjoined from owning or operating any
9 facility in the State of California and may not file a motion seeking termination of the injunction.

10 **CHANGE OF OWNERSHIP OR OPERATION OF ANY COVERED FACILITY**

11 23. Commencing on the date this Court enters the Judgment in this matter, Defendants
12 agree to update Exhibit B and notify the State Water Board within 30 calendar days of any change
13 by providing an updated Exhibit B pursuant to the Notice provision under paragraphs 29 – 30 in
14 this Stipulation and Judgment whenever any Covered Facility identified on Exhibit B is sold,
15 transferred, or closed.

16 24. Even though a Covered Facility may be sold, transferred, or closed by Defendants,
17 Defendants agree that they remain liable for all unpaid civil penalties, including suspended
18 penalties assessed before the sale, transfer, or closure of the Covered Facility.

19 25. Defendants agree to provide a copy of this Judgment to each new owner and operator
20 of the Covered Facility within 10 calendar days from the fully executed contract or other
21 agreement regarding the sale, transfer, or change of ownership or operation of the Covered
22 Facility.

23 26. Defendants agree to notify the State Water Board within 30 calendar days pursuant to
24 the Notice provision under paragraphs 29 – 30 in this Stipulation and Judgment when any
25 additional underground storage tank facility not listed on Exhibit B in California becomes owned,
26 leased, or operated by any Defendant.

27 27. Defendants agree not to sell, transfer or otherwise convey in any manner its
28 ownership interest of each of the Covered Facilities to any entity or individual affiliated with any

1 Defendant for the purposes of avoiding or mitigating the obligation to comply with the Injunctive
2 Provisions or any other requirement of this Stipulation and Judgment. If any one or more
3 Defendant sells, transfers or otherwise conveys its ownership interest of any Covered Facility to
4 an affiliated entity or individual for the purposes of avoiding or mitigating the obligation to
5 comply with the Injunctive Provisions or any other requirement of this Stipulation and Judgment,
6 that Defendant or Defendants shall be liable for the civil penalties under paragraph 16 in this
7 Stipulation and Judgment pertaining to the specific Covered Facility that is sold, transferred, or
8 otherwise conveyed. The Parties stipulate that the Court shall have sole discretion to determine
9 whether the sale, transfer or conveyance was made for the purposes of avoiding or mitigating the
10 obligation to comply with the Injunctive Provisions or any other requirement of this Stipulation
11 and Judgment. The same noticed motion, trial court procedure, preponderance of the evidence
12 standard, and payment provisions set forth under paragraph 17 in this Stipulation and Judgment
13 apply to this provision of the Stipulation and Judgment.

14 **SITE ACCESS FOR INSPECTIONS, COPYING, AND TESTING**

15 28. Defendants shall provide access to all Covered Facilities to the State Water Board,
16 CUPA, and any agency having jurisdiction for the purpose of conducting inspections, sampling,
17 testing, and monitoring pursuant to federal and state laws and regulations. Nothing in this
18 Stipulation and Judgment is intended to limit in any way the right of entry or inspection that any
19 agency may otherwise have by operation of any agreement, law, regulation, permit, or order.
20 Unless otherwise provided by law or necessitated due exigent circumstances, the State Water
21 Board shall notify at least one of the owners and operators listed on Exhibit B no less than 24
22 hours before conducting any site inspection of the Covered Facility.

23 **NOTICE**

24 29. All notices and submissions required by this Stipulation and Judgment, except for
25 notices of on-site inspection under paragraph 28, shall be sent by certified mail as follows:
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1 **If to Defendants:**

To the UST Owners/Operators and Property Owners
set forth on Exhibit B

2 **If to the State Water Board:**

3 David M. Boyers
4 Assistant Chief Counsel
5 State Water Resources Control Board
6 801 K Street, Suite 2300
7 Sacramento, CA 95814
8 Email: david.boyers@waterboards.ca.gov

9 Tracy L. Winsor
10 Supervising Deputy Attorney General
11 California Department of Justice
12 1300 I-Street, Suite 125
13 P.O. Box 944255
14 Sacramento, CA 94244-2550
15 Email: tracy.winsor@doj.ca.gov

16 30. Any Party may modify the person and address to whom the notice is to be sent by
17 informing each other Party in writing by certified mail. Nothing in this Stipulation and Judgment
18 shall be interpreted or applied to relieve Defendants of their existing obligations to provide
19 documentation to a federal or state agency, county, city, district, or CUPA as required by statute,
20 regulation, ordinance, permit, or other requirement.

21 **NO WAIVER OF RIGHT TO ENFORCE**

22 31. The failure of the State Water Board to enforce any provision of this Stipulation and
23 Judgment may not be deemed a waiver of such provision, or in any way affect the validity of the
24 Stipulation and Judgment. The failure of the State Water Board to enforce any such provision
25 shall not preclude the State Water Board from later enforcing the same or any other provision of
26 this Stipulation and Judgment. No oral advice, guidance, suggestion, or comment by employees
27 or officials of any Party regarding matters covered in this Stipulation and Judgment shall be
28 construed to relieve any Party of its obligations under this Stipulation and Judgment.

INDEMNIFICATION

32. Defendants shall indemnify and save and hold harmless the State Water Board, the
State of California, and any of their employees, including each and every constituent agency,
board, department, office, commission, fund, or other entity thereof, and successors and assigns
of each and every constituent of the State of California (Indemnified Parties), for or from any and
all claims or causes of action, of every kind and nature whatsoever, in law and in equity, whether

1 known or unknown, suspected or unsuspected, foreseen or unforeseen, arising from or on account
2 of acts or omissions of Defendants, and each of their respective officers, directors, agents,
3 employees, contractors, consultants, representatives, successors, assigns, receivers, trustees, and
4 all persons, partnerships, corporations, and other entities acting under, on behalf of, or in concert
5 with Defendants, in carrying out activities pursuant to this Stipulation and Judgment. In addition,
6 Defendants shall pay the Indemnified Parties all costs incurred, including, but not limited to,
7 attorney fees and other expenses of litigation and settlement arising from or on account of acts or
8 omissions of Defendants, and each of their respective officers, directors, agents, employees,
9 contractors, consultants, representatives, successors, assigns, receivers, trustees, and all persons,
10 partnerships, corporations, and other entities acting under, on behalf of, or in concert with
11 Defendants in carrying out the activities pursuant to this Stipulation and Judgment.

12 **COSTS AND FEES**

13 33. Each Party shall bear its own attorney fees, costs, and expenses in connection with
14 this matter, except as provided in this paragraph and under the section titled Indemnification in
15 this Stipulation and Judgment. If Defendants fail to perform any obligation or pay any liability or
16 civil penalty imposed under this Stipulation and Judgment, in accordance with Government Code
17 section 12513.1, Defendants shall be required to pay, in addition to that liability or civil penalty,
18 interest, reasonable attorney fees, and costs for collection or enforcement proceedings to enforce
19 the payment or obligation.

20 **COMPLIANCE WITH FUTURE LAWS**

21 34. This Stipulation and Judgment shall not excuse Defendants from meeting more
22 stringent or additional requirements relating to the ownership, leasing, and operation of
23 underground storage tank facilities in the State of California, which may be imposed hereafter by
24 changes in applicable laws, statutes, regulations, and ordinances.

25 **RELEASE**

26 35. Defendants shall and do release, discharge, and covenant not to sue the State Water
27 Board, the State of California, or any of their employees, including each and every constituent
28 agency, board, department, office, commission, fund, or other entity thereof, and successors and

1 assigns of each and every constituent of the State of California, for any and all claims or causes of
2 action, of every kind and nature whatsoever, in law and in equity, whether known or unknown,
3 suspected or unsuspected, foreseen or unforeseen, which arise out of or are related to this lawsuit
4 or the administrative or investigative actions that preceded it.

5 **INTERPRETATION**

6 36. This Stipulation and Judgment were drafted equally by all Parties. The Parties agree
7 that the rule of construction holding that ambiguity is construed against the drafting Party shall
8 not apply to the interpretation of this Stipulation and Judgment. This Stipulation and Judgment
9 shall be governed by and construed in accordance with the laws of the State of California.

10 **INTEGRATION**

11 37. This Stipulation and Judgment contains all of the terms and conditions agreed upon
12 by the Parties relating to the matters covered by this Stipulation and Judgment, and supersede any
13 and all prior and contemporaneous agreements, negotiations, correspondence, understandings,
14 and communications of the parties, whether oral or written, respecting the matters covered by this
15 Stipulation and Judgment.

16 **MODIFICATION**

17 38. The Judgment may be amended or modified only by a writing signed by the parties or
18 their authorized representatives, and then by order of the Court.

19 **KNOWING AND VOLUNTARY STIPULATION AND JUDGMENT**

20 39. Each Party to this Stipulation and Judgment acknowledges that the Party has
21 reviewed all of the terms and conditions of this Stipulation and Judgment, and has agreed to this
22 Stipulation and Judgment knowingly and voluntarily.

23 **AUTHORITY TO ENTER STIPULATION AND JUDGMENT**

24 40. Each signatory to this Stipulation certifies that he or she is fully authorized by the
25 Party he or she represents to enter into this Stipulation, to execute it on behalf of the Party
26 represented, and to legally bind that Party to the terms and conditions of this Stipulation and
27 Judgment.

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COUNTERPARTS

41. This Stipulation may be executed by the Parties in counterpart originals with the same force and effect as if fully and simultaneously executed as a single, original document. The Parties agree that all genuine copies of their and their counsel’s signatures on this Stipulation, such as photocopies and scanned copies, may be used as though originals.

SCOPE

42. This Stipulation and Judgment shall apply to and be binding upon Defendants and each of their respective officers, directors, agents, employees, contractors, consultants, representatives, successors, assigns, receivers, trustees, and all persons, partnerships, corporations, and other entities acting under, on behalf of, or in concert with Defendants, and upon the State Water Board and any successor agencies.

STIPULATION AND JUDGMENT DOES NOT BIND ANY OTHER AGENCY

43. Except as previously expressed in this Stipulation and Judgment, nothing in this Stipulation and Judgment is intended or shall be construed to preclude the Attorney General, or any other federal, state, or local agency, board, department, office, commission, or entity from exercising its authority under any laws, statutes, regulations, or ordinances.

COOPERATION

44. The parties hereto agree to execute and deliver any and all documents and do all acts that are necessary or convenient to carry out the terms of this Stipulation and Judgment, for example, including confirming to a title company that there is no judgment lien created by the entry of this Stipulation and Judgment. Nothing in paragraph 44 shall be interpreted or construed to prejudice, waive, or impair the State Water Board’s right to enforce the provisions of this Stipulation and Judgment, and to fully enforce or execute upon any future Court orders or judgments in connection with this Stipulation and Judgment.

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IT IS SO STIPULATED.
FOR PLAINTIFF STATE WATER
RESOURCES CONTROL BOARD

Dated: January 14, 2019

By: 
EILEEN SOBECK
Executive Director
State Water Resources Control Board

DEFENDANTS:

Dated: _____, 2019

By: _____
AZAD AMIRI

Dated: _____, 2019

By: _____
HALEH AMIRI

Dated: _____, 2019

By: _____
NASRIN AMIRI

Dated: _____, 2019

By: _____
REZA AMIRI

Dated: _____, 2019

By: _____
HARWANT KAUR KANG

Dated: _____, 2019

By: _____
SARBJIT SINGH KANG

Dated: _____, 2019

By: _____
PARMJIT SINGH

Dated: _____, 2019

By: _____
RAMAN SINGH

Dated: _____, 2019

By: _____
SUKHWINDER SINGH

Dated: _____, 2019

By: _____
MEYERS HOLDING CO., LLC

Dated: _____, 2019

By: _____
STARS HOLDING CO., LLC

1 **IT IS SO STIPULATED.**
2 FOR PLAINTIFF STATE WATER
3 RESOURCES CONTROL BOARD

4 Dated: _____, 2019

By: _____
EILEEN SOBECK
Executive Director
State Water Resources Control Board

6 DEFENDANTS:

7 Dated: _____, 2019

By: _____
AZAD AMIRI

9 Dated: _____, 2019

By: _____
HALEH AMIRI

11 Dated: _____, 2019

By: _____
NASRIN AMIRI

13 Dated: _____, 2019

By: _____
REZA AMIRI

15 Dated: _____, 2019

By: _____
HARWANT KAUR KANG ✓

17 Dated: _____, 2019

By: _____
SARBJIT SINGH KANG ✓

19 Dated: _____, 2019

By: _____
PARMITH SINGH ✓

21 Dated: _____, 2019

By: _____
RAMAN SINGH ✓

23 Dated: _____, 2019

By: _____
SUKHWINDER SINGH ✓

25 Dated: _____, 2019

By: _____
MEYERS HOLDING CO., LLC

27 Dated: _____, 2019

By: _____
STARS HOLDING CO., LLC

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Dated: _____, 2019

By: Hae
SACRAMENTO/DUNNIGAN
HOLDING CO., INC. ✓

Dated: _____, 2019

By: Ramon Singh
TAHOE STATION, INC. ✓

Dated: _____, 2019

By: R. Amiri
TAHOE BLUE PROPERTY, INC.

Dated: _____, 2019

By: Sukhwinder Singh
SEERAT, INC.

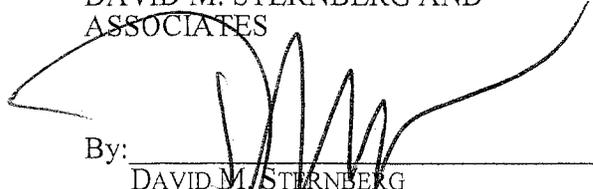
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APPROVED AS TO FORM:

Dated: 2-13, 2019

By: Evan Eickmeyer
EVAN EICKMEYER
Deputy Attorney General
*Attorneys for Plaintiff People of the
State of California ex rel. State Water
Resources Control Board*

Dated: 2/12, 2019

DAVID M. STERNBERG AND
ASSOCIATES

By: DAVID M. STERNBERG
*Attorneys for Defendants Azad Amiri, Haleh
Amiri, Nasrin Amiri, Reza Amiri, Harwant
Kaur Kang, Sarbjit Singh Kang, Parmjit
Singh, Raman Singh, Meyers Holding Co.,
LLC, Stars Holding Co., LLC,
Sacramento/Dunnigan Holding Co., Inc.,
Tahoe Station, Inc., and Tahoe Blue
Property, Inc.*

Dated: 1/22/, 2019

LAW OFFICES OF BRUCE P. GREGO

By: BRUCE P. GREGO
*Attorneys for Defendants Azad Amiri, Haleh
Amiri, Nasrin Amiri, Reza Amiri, Harwant
Kaur Kang, Sarbjit Singh Kang, Parmjit
Singh, Raman Singh, Sukhwinder Singh,
Meyers Holding Co., LLC, Stars Holding
Co., LLC, Sacramento/Dunnigan Holding
Co., Inc., Tahoe Station, Inc., Tahoe Blue
Property, Inc., and Seerat, Inc.*

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EXHIBIT A

1 XAVIER BECERRA
Attorney General of California
2 TRACY L. WINSOR
Supervising Deputy Attorney General
3 EVAN EICKMEYER
State Bar No. 166652
4 STACEY L. ROBERTS
State Bar No. 237998
5 Deputy Attorneys General
1300 I Street, Suite 125
6 P.O. Box 944255
Sacramento, CA 94244-2550
7 Telephone: (916) 210-7837
Fax: (916) 327-2319
8 E-mail: Evan.Eickmeyer@doj.ca.gov
Stacey.Roberts@doj.ca.gov
9 *Attorneys for Plaintiff*
State Water Resources Control Board

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 COUNTY OF SACRAMENTO

14
15 **PEOPLE OF THE STATE OF**
16 **CALIFORNIA EX REL. STATE WATER**
RESOURCES CONTROL BOARD,

17 Plaintiff,

18 v.

19 **ALI AMIRI, et al.,**

20 Defendants.
21
22
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Case No. 34-2014-00164107

FINAL CONSENT JUDGMENT

Judge: Honorable Alan G. Perkins
Action Filed: May 28, 2014

24 Plaintiff, People of the State of California ex rel. State Water Resources Control Board
25 (State Water Board), and defendants Azad Amiri, Haleh Amiri, Nasrin Amiri, Reza Amiri,
26 Harwant Kaur Kang, Sarbjit Singh Kang, Parmjit Singh, Raman Singh, Sukhwinder Singh,
27 Meyers Holding Co., LLC, Stars Holding Co., LLC, Sacramento/Dunnigan Holding Co., Inc.,
28 Tahoe Station, Inc., Tahoe Blue Property, Inc., and Seerat, Inc. (Defendants) have entered into a

1 Stipulation for Entry of Final Consent Judgment, attached hereto as Exhibit 1 (Stipulation), in
2 which the State Water Board and Defendants shall be collectively referred to as "Parties," and
3 individually as "Party."

4 **THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** that
5 judgment is entered as follows:

6 **RECITALS**

7 A. The State Water Board is a public agency of the State of California.

8 B. Azad Amiri, Haleh Amiri, Nasrin Amiri, Reza Amiri, Harwant Kaur Kang, Sarbjit
9 Singh Kang, Parmjit Singh, Raman Singh, and Sukhwinder Singh are individuals.

10 C. Meyers Holding Co., LLC, and Stars Holding Co., LLC are limited liability
11 companies doing business in the State of California.

12 D. Sacramento/Dunnigan Holding Co., Inc., Tahoe Station, Inc., Tahoe Blue Property,
13 Inc., and Seerat, Inc. are corporations doing business in the State of California.

14 E. The State Water Board filed a First Amended Complaint against Defendants alleging
15 violations of California Health and Safety Code, division 20, chapter 6.7, and California Code of
16 Regulations, title 23, section 2610 et seq. relating to the Defendants' ownership and operation of
17 11 underground storage tank facilities in the State of California.

18 F. The Parties entered into the Stipulation in a good faith effort to avoid the uncertainty
19 and expense of protracted litigation.

20 G. The Parties stipulated to the entry by this Court of this Final Consent Judgment
21 (Judgment), on the terms set forth below.

22 **DEFINITIONS**

23 1. For purposes of the Stipulation and the Judgment, unless otherwise specified, the
24 definitions set forth in the California Health and Safety Code sections 25281 and 25281.5 and the
25 California Code of Regulations, title 23, sections 2610 and 2611, as they exist on the Effective
26 Date of the Stipulation, shall apply to the terms used herein.

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1 Exhibit C to the Stipulation, and alleged by the State Water Board in the First Amended
2 Complaint under the California Health and Safety Code, division 20, chapter 6.7, and California
3 Code of Regulations, title 23, section 2610 et seq. against any Defendant as an owner or operator
4 of the Covered Facilities during the periods of ownership and operation by any Defendant from
5 May 28, 2009, through the date of entry of the Judgment (Covered Matters). Except for any
6 actions that may be necessary to enforce the Stipulation and Judgment, the State Water Board
7 agrees not to sue or pursue any further civil claims against the Defendants for the Covered
8 Matters.

9 6. A "Reserved Claim" is any claim, violation, or cause of action that is not a Covered
10 Matter. Reserved Claims include, but are not limited to: (1) any violation that occurs after the
11 date of entry of the Judgment, including any claim, violation, or cause of action against
12 Defendants and each of their respective officers, directors, agents, employees, contractors,
13 consultants, representatives, successors, assigns, receivers, trustees, and all persons, partnerships,
14 corporations, and other entities acting under, on behalf of, or in concert with Defendants; and (2)
15 any claim, violation, or cause of action for performance of or lack of performance of cleanup,
16 corrective action, or response action concerning or arising out of a past or future release, spill,
17 leak, emission, escape, leach, disposal, or discharge at or from any of the Covered Facilities
18 against Defendants and each of their respective officers, directors, agents, employees, contractors,
19 consultants, representatives, successors, assigns, receivers, trustees, and all persons, partnerships,
20 corporations, and other entities acting under, on behalf of, or in concert with Defendants. The
21 State Water Board reserves the right to pursue any Reserved Claim. In any subsequent action that
22 may be brought by the State Water Board to enforce any Reserved Claim, Defendants,
23 collectively or individually, shall not assert, plead, or raise against the State Water Board in any
24 fashion any defense, avoidance, or claim for relief based on splitting of claims.

25 7. Nothing in the Stipulation and Judgment shall preclude the State Water Board,
26 Certified Uniform Program Agency (CUPA), or any agency with jurisdiction, on or after the date
27 of entry of the Judgment, from taking any action or issuing any requirement or order that
28 Defendants shall investigate and/or remediate suspected or actual environmental harm, including,

1 but not limited to, a release, spill, leak, emission, escape, leach, disposal, or discharge at or from
2 any of the Covered Facilities as required under the California Health and Safety Code, division 20,
3 chapter 6.7, and California Code of Regulations, title 23, section 2610 et seq., and any other
4 applicable laws, regulations, or ordinances. Furthermore, neither the allegations in the First
5 Amended Complaint in this action nor the Stipulation and Judgment, shall constitute notice or
6 discovery by any governmental entity of any suspected or actual environmental harm, including,
7 but not limited to, a release, spill, leak, emission, escape, leach, disposal, or discharge at or from
8 any of the Covered Facilities, for purposes of the statute of limitations of claims.

9 **INJUNCTION**

10 **I. GENERAL INJUNCTIVE PROVISIONS**

11 8. Pursuant to California Health and Safety Code sections 25299.01 and 25299.04, as of
12 the date of entry of the Judgment by this Court:

13 (a) Defendants are each enjoined from failing or refusing to comply with the provisions of
14 California Health and Safety Code, division 20, chapter 6.7, and California Code of Regulations,
15 title 23, section 2610 et seq. (UST Laws), as existing on the date of entry of the Judgment by this
16 Court, and as amended in the future, relating to the installation, operation, maintenance,
17 modification, repair, or closure of underground storage tanks (USTs) or underground storage tank
18 systems at the Covered Facilities or newly acquired UST facilities, and all relevant State, county,
19 city, district, and CUPA regulations, ordinances, permits, and orders based on those statutes and
20 regulations.

21 (b) Defendants are each required to comply with the provisions of California Health and
22 Safety Code, division 20, chapter 6.7, and California Code of Regulations, title 23, section 2610
23 et seq., cited as violations at the Covered Facilities on Exhibit B.

24 (c) Defendants are each required to comply with the provisions of Health and Safety Code
25 sections 25290.1, subdivision (h), 25290.2, subdivision (g), 25291, subdivision (f), and 25292,
26 subdivision (c)(1), and Title 23, California Code of Regulations, sections 2636, subdivisions (f)(2)
27 and 2643(c)(1) (install and/or maintain automatic line leak detectors on underground pressurized
28 piping that conveys a hazardous substance).

1 (d) Defendants are each required to comply with the provision of Title 23, California Code
2 of Regulations, section 2638 (test and certify UST monitoring equipment).

3 (e) Defendants are each required to comply with the provisions of Health and Safety Code
4 sections 25290.1, subdivision (c)(2), 25290.2, subdivisions (c)(2) and 25291(a)(2) (construct,
5 operate, and maintain secondary containment systems).

6 (f) Defendants are each required to comply with the provision of Title 23, California Code
7 of Regulations, section 2637 (test secondary containment systems).

8 (g) Defendants are each required to comply with the provisions of Health and Safety Code
9 sections 25292.4 and 25292.5, and Title 23, California Code of Regulations, section 2644.1
10 (perform enhanced leak detection testing).

11 (h) Defendants are each required to comply with the provisions of Health and Safety Code
12 sections 25290.1, subdivision (d), 25290.2, subdivision (d), 25291, subdivision (b), and 25292,
13 subdivision (a), and Title 23, California Code of Regulations, sections 2630, subdivision (d) and
14 2641, subdivision (a) (maintain an UST monitoring system capable of detecting an unauthorized
15 release from any portion of the underground storage system at the earliest possible opportunity).

16 (i) Defendants are each required to comply with the provision of Title 23, California Code
17 of Regulations, section 2635, subdivision (b) (maintain USTs in a manner to prevent releases due
18 to spills during product delivery).

19 (j) Defendants are each required to comply with the provisions of Health and Safety Code
20 sections 25290.1, subdivision (f), 25290.2, subdivision (e), 25291, subdivision (c), 25292,
21 subdivision (d), and 25292.1, subdivision (a), and Title 23, California Code of Regulations,
22 section 2635, subdivision (c)(1) (provide USTs with equipment to prevent spills and overfills and
23 operate USTs to prevent spills and overfills).

24 (k) Defendants are each required to comply with the provision of Health and Safety Code
25 section 25284, subdivision (a)(1) (obtain a permit to operate an UST system).

26 (l) Defendants are each required to comply with the provisions of Health and Safety Code
27 sections 25294 and 25295 (record or report any unauthorized release from the UST, and any spill
28 or overfill).

1 (m) Defendants are required to comply with the provision of Health and Safety Code
2 sections 25298, subdivision (a) and (c), and Title 23, California Code of Regulations, section
3 2670, subdivision (f), and 2672 (failure to properly close or cease operations of an UST system).

4 (n) Defendant Meyers Holding Co., LLC is required to permanently close and remove all
5 USTs and UST systems at the Covered Facility located at 3208 Highway 50, Meyers, County of
6 El Dorado, State of California on or before August 15, 2019. In closing and removing the USTs
7 and UST systems at this Covered Facility, Defendants shall comply with the provisions of
8 California Health and Safety Code, division 20, chapter 6.7, California Code of Regulations, title
9 22, sections 67383.1 – 67383.5 (management of tanks), and California Code of Regulations, title
10 23, section 2610 et seq., including, but not limited, to California Code of Regulations, title 23,
11 sections 2670 and 2672 (permanent closure requirements). The Covered Facility located at 3208
12 Highway 50, Meyers, County of El Dorado, State of California may reopen only if the facility
13 complies with all applicable laws, statutes, regulations, and ordinances.

14 **II. SPECIFIC INJUNCTIVE PROVISIONS**

15 9. Notice of Judgment to Owner, Operator, Designated Operator, and Facility
16 Employees. Defendants shall deliver a copy of the Stipulation and Judgment to each owner,
17 operator, designated operator, and facility employee, at each of the Covered Facilities within 15
18 calendar days of the entry of the Judgment for purposes of informing each owner, operator,
19 designated operator, and facility employee of the compliance obligations in the Stipulation and
20 Judgment.

21 10. Environmental Coordinator. Each Defendant that owns or operates a Covered
22 Facility shall designate a person or entity knowledgeable in the California environmental laws
23 that are the subject of the Stipulation and Judgment (Environmental Coordinator). The Defendant
24 shall promptly provide the Environmental Coordinator copies of all written violation advisements,
25 including but not limited to, Notices of Violation (NOVs), and inspection reports issued or
26 performed by a CUPA, regarding the Covered Facilities for five years from the date of entry of
27 the Judgment. The Environmental Coordinator's responsibility shall be to manage Defendants'
28 compliance with the injunctive terms in the Stipulation and Judgment. The Environmental

1 Coordinator shall: (1) collect and maintain copies of all written violation advisements, including
2 but not limited to, NOVs, and inspection reports issued or performed by a CUPA, regarding the
3 Covered Facilities for five years; (2) assess Defendants' compliance with applicable laws and
4 regulations; (3) advise Defendants' personnel on compliance with applicable laws and regulations;
5 and (4) work with Defendants to ensure that they correct any noted deficiencies or violations.

6 11. Beginning one year after the date of entry of the Judgment and continuing until five
7 years from the date of entry of the Judgment, Defendants' Environmental Coordinator shall
8 submit to the State Water Board, pursuant to the Notice provision under paragraphs 29 – 30 in the
9 Stipulation and Judgment, an annual status report describing: (1) Defendants' compliance
10 program satisfying the injunctive terms of the Stipulation and Judgment; (2) implementation of
11 the compliance program; (3) any material changes made to the compliance program in the
12 preceding year; (4) any written violation advisements, including but not limited to, NOVs, and
13 inspection reports issued or performed by a CUPA regarding the Covered Facilities; (5) any
14 action taken in response to any written violation advisements; and (6) any penalties paid by
15 Defendants as a result of any written advisements. The Environmental Coordinator must sign
16 each annual report under penalty of perjury under the laws of the State of California.

17 12. Notice to the State Water Board. Pursuant to the Notice provision under paragraphs
18 29 – 30 in the Stipulation and Judgment, Defendants shall submit written notice to the State
19 Water Board within 90 calendar days from the entry of the Judgment confirming that: (1) the
20 Stipulation and Judgment was timely provided to each owner, operator, designated operator, and
21 facility employee, at each of the Covered Facilities; and (2) the identity and contact information
22 for each Environmental Coordinator for each of the Covered Facilities.

23 13. Defendants Azad Amiri and Sarbjit Kang are Permanently Enjoined from Owning
24 and Operating Underground Storage Tank Facilities. Defendants Azad Amiri and Sarbjit Kang,
25 individually or as sole proprietors, partners, officers, directors, agents, employees, contractors,
26 consultants, or representatives of any entity, shall not be the operators or owners of any USTs
27 beginning on the Effective Date of the Stipulation and at any time thereafter, in the State of
28 California. Defendants Azad Amiri and Sarbjit Kang shall not lease, consult with, volunteer at, or

1 be employed by any facility or entity performing work or services for any facility beginning on
2 the Effective Date of the Stipulation and at any time thereafter in the State of California.

3 Notwithstanding the above, defendant Azad Amiri may consult to Stars Holding Co., LLC in all
4 matters related to, purchasing and leasing new facilities, selling and leasing facilities, accounting
5 for facilities, and construction of facilities, except that defendant Azad Amiri shall not act in any
6 capacity involving environmental compliance regarding any facility in the State of California.

7 Notwithstanding the above, defendant Sarbjit Kang may operate one facility in the State of
8 California as long as the facility has a designated Environmental Coordinator that complies with
9 paragraphs 10 -- 11 of the Stipulation and Judgment and the facility maintains compliance at all
10 times with the UST Laws. After five years from the date of entry of Judgment, defendant Sarbjit
11 Kang may own one or more facilities in the State of California as long as the facility has a
12 designated Environmental Coordinator to assure compliance with the UST Laws, and the facility
13 maintains compliance at all times with the UST Laws. If any facility owned or operated by
14 defendant Sarbjit Kang is in violation at any time of the UST Laws, after notice set forth in
15 paragraph 17, then defendant Sarbjit Kang is permanently enjoined from owning or operating any
16 facility in the State of California.

17 **MONETARY LIABILITY**

18 14. The Stipulation and Judgment includes monetary penalties for violations of the
19 Health and Safety Code, division 20, chapter 6.7, and California Code of Regulations, title 23,
20 section 2610 et seq. in the amount of \$1,000,000 in civil penalties and \$3,250,000 in suspended
21 civil penalties, for a total of \$4,250,000.

22 **I. INITIAL CIVIL PENALTIES**

23 15. Defendants shall pay \$1,000,000 via cashier's check for civil penalties payable to the
24 State Water Pollution Cleanup and Abatement Account within 15 calendar days of the Effective
25 Date of the Stipulation. Defendants shall personally deliver or mail the \$1,000,000 payment to
26 the State Water Resources Control Board, Division of Administrative Services, 1001 I Street,
27 18th floor, P.O. Box 1888, Sacramento, CA 95812-1888, with a copy to David Boyers, State
28 Water Resources Control Board, Office of Enforcement, 801 K Street, Suite 2300, Sacramento

1 CA 95814. If Defendants do not pay \$1,000,000 within 15 calendar days of the Effective Date of
2 the Stipulation, the State Water Board may rescind the Stipulation and proceed to litigate this
3 matter.

4 **II. SUSPENDED CIVIL PENALTIES**

5 16. The Parties stipulated that if Defendants fail to comply with any of the General
6 Injunctive Provisions or Specific Injunctive Provisions under paragraphs 8 – 13 (collectively
7 referred to as the “Injunctive Provisions”) in the Stipulation and Judgment, then Defendants will
8 be liable for suspended civil penalties as follows:

- 9 • Defendants Stars Holding Co., LLC and Nasrin Amiri shall be jointly and severally liable to
10 pay \$250,000 if any defendant fails to comply with any of the Injunctive Provisions in the
11 Stipulation and Judgment at the Covered Facility located at 4323 Clayton Road, Concord,
12 County of Contra Costa, State of California.
- 13 • Defendants Seerat, Inc. and Sukhwinder Singh shall be jointly and severally liable to pay
14 \$250,000 if any defendant fails to comply with any of the Injunctive Provisions in the
15 Stipulation and Judgment at the Covered Facility located at 1140 Emerald Bay Road,
16 South Lake Tahoe, County of El Dorado, State of California.
- 17 • Defendants Meyers Holding Co., LLC and Reza Amiri shall be jointly and severally liable
18 to pay \$250,000 if any defendant fails to comply with any of the Injunctive Provisions in
19 the Stipulation and Judgment at the Covered Facility located at 3208 Highway 50, Meyers,
20 County of El Dorado, State of California if they reopen or fail to remove the tanks as
21 provided in paragraph 8(n) above.
- 22 • Defendants Tahoe Station, Inc. and Raman Singh shall be jointly and severally liable to pay
23 \$250,000 if any defendant fails to comply with any of the Injunctive Provisions in the
24 Stipulation and Judgment at the Covered Facility located at 2304 Lake Tahoe Boulevard,
25 South Lake Tahoe, County of El Dorado, State of California.
- 26 • Defendants Seerat, Inc., Sukhwinder Singh, and Sarbjit Kang shall be jointly and severally
27 liable to pay \$250,000 if any defendant fails to comply with any of the Injunctive
28

1 Provisions in the Stipulation and Judgment at the Covered Facility located at 913 Emerald
2 Bay Road, South Lake Tahoe, County of El Dorado, State of California.

- 3 • Defendants Tahoe Station, Inc. and Raman Singh shall be jointly and severally liable to pay
4 \$250,000 if any defendant fails to comply with any of the Injunctive Provisions in the
5 Stipulation and Judgment at the Covered Facility located at 8070 North Lake Boulevard,
6 Kings Beach, County of Placer, State of California.
- 7 • Defendants Sacramento/Dunnigan Holding Co., Inc. and Harwant Kaur Kang shall be
8 jointly and severally liable to pay \$250,000 if any defendant fails to comply with any of
9 the Injunctive Provisions in the Stipulation and Judgment at the Covered Facility located
10 at 4300 Watt Avenue, Sacramento, County of Sacramento, State of California.
- 11 • Defendants Stars Holding Co., LLC and Nasrin Amiri shall be jointly and severally liable to
12 pay \$250,000 if any defendant fails to comply with any of the Injunctive Provisions in the
13 Stipulation and Judgment at the Covered Facility located at 6421 Capitol Avenue, Lodi,
14 County of San Joaquin, State of California.
- 15 • Defendants Stars Holding Co., LLC and Nasrin Amiri shall be jointly and severally liable to
16 pay \$250,000 if any defendant fails to comply with any of the Injunctive Provisions in the
17 Stipulation and Judgment at the Covered Facility located at 28700 County Road 6,
18 Dunnigan, County of Yolo, State of California if it reopens.
- 19 • Defendants Sacramento/Dunnigan Holding Co., Inc. and Harwant Kaur Kang shall be
20 jointly and severally liable to pay \$250,000 if any defendant fails to comply with any of
21 the Injunctive Provisions in the Stipulation and Judgment at the Covered Facility located
22 at 4040 County Road 89, County of Yolo, State of California.
- 23 • Defendant Azad Amiri shall be liable to pay \$500,000 if he fails to comply with the specific
24 injunctive provision under paragraph 13 in the Stipulation and Judgment.
- 25 • Defendant Sarbjit Kang shall be liable to pay \$250,000 if he fails to comply with the
26 specific injunctive provision under paragraph 13 in the Stipulation and Judgment.

1 **III. NOTICE OF INTENT TO SEEK ASSESSMENT OF SUSPENDED CIVIL PENALTIES**

2 17. If any Defendant fails to comply with any of the Injunctive Provisions in the
3 Stipulation and Judgment, then the State Water Board may issue a Notice of Intent to Seek
4 Assessment of Suspended Civil Penalties pursuant to the Notice provision under paragraphs 29 -
5 30. Defendants will have 30 calendar days to correct the violations identified in the Notice of
6 Intent to Seek Assessment of Suspended Civil Penalties. If the State Water Board determines that
7 the violations have been corrected within 30 calendar days from the date of the Notice of Intent to
8 Seek Assessment of Suspended Civil Penalties, then Defendants shall not be liable for the
9 suspended civil penalties. If the State Water Board determines that the violations have not been
10 corrected within 30 calendar days from the date of the Notice of Intent to Seek Assessment of
11 Suspended Civil Penalties, then the State Water Board may move this Court by noticed motion in
12 accordance with Code of Civil Procedure section 1005 to assess and collect suspended civil
13 penalties, enjoin the Defendants from failing or refusing to comply with any provisions in the
14 Stipulation and Judgment, and to award any other appropriate relief. Code of Civil Procedure
15 section 1005 shall govern the Defendants' filing and service of a non-opposition or an opposition,
16 and the State Water Board's filing and service of a reply, unless otherwise stipulated by the
17 Parties or ordered by the Court. The Parties may submit evidence to this Court on declarations.
18 The Parties request that this Court determine, by the preponderance of the evidence standard,
19 sitting without a jury, whether Defendants have failed to comply with any or all of the Injunctive
20 Provisions in the Stipulation and Judgment. If this Court finds that any Defendant failed to
21 comply with any of the Injunctive Provisions in the Stipulation and Judgment for more than 30
22 calendar days, then the Court shall impose the civil penalty as set forth under paragraph 16. The
23 suspended civil penalty shall be payable via cashier's check to the State Water Pollution Cleanup
24 and Abatement Account within 30 calendar days of the Court's final order awarding the
25 suspended civil penalties. Defendants shall personally deliver or mail the suspended civil penalty
26 payment to the State Water Resources Control Board, Division of Administrative Services, 1001 I
27 Street, 18th floor, P.O. Box 1888, Sacramento, CA 95812-1888, with a copy to David Boyers,
28 State Water Resources Control Board, Office of Enforcement, 801 K Street, Suite 2300,

1 Sacramento CA 95814. The Court may assess and award suspended civil penalties to the State
2 Water Board pursuant to the Stipulation and Judgment until the entire suspended civil penalties
3 amount as provided up to \$3,250,000 is met. The Court may also enjoin any violation of the
4 Stipulation and Judgment and award any other relief available under the law. Further, if
5 defendant Sarbjit Kang fails to comply with any of the Injunctive Provisions in the Stipulation
6 and Judgment, then the State Water Board may issue a Notice of Intent to Seek Assessment of
7 Suspended Penalties and/or a Permanent Injunction as set forth in paragraphs 13 and 16.
8 Defendant Sarbjit Kang will have 30 calendar days to correct the violations identified in the
9 Notice of Intent to Seek Assessment of Suspended Penalties and/or a Permanent Injunction. If
10 the State Water Board determines that the violations have been corrected within 30 calendar days
11 from the date of the Notice of Intent to Seek Assessment of Suspended Penalties and/or a
12 Permanent Injunction, then defendant Sarbjit Kang shall not be liable for the suspended penalties
13 and shall not be permanently enjoined. If the State Water Board determines that the violations
14 have not been corrected within 30 calendar days from the date of the Notice of Intent to Seek
15 Assessment of Civil Penalties and/or a Permanent Injunction, then the State Water Board may
16 move this Court by noticed motion in accordance with Code of Civil Procedure section 1005, and
17 subject to the same procedure above, to assess and collect suspended civil penalties against
18 defendant Sarbjit Kang, permanently enjoin defendant Sarbjit Kang from owning or operating any
19 facility in the State of California, enjoin defendant Sarbjit Kang from failing or refusing to
20 comply with any provisions in the Stipulation and Judgment, and to award any other appropriate
21 relief.

22 18. The State Water Board shall have 1 year after the expiration of 5 years from the date
23 this Court enters the Judgment to file a noticed motion for suspended civil penalties, to enjoin the
24 Defendants from failing or refusing to comply with any provisions in the Stipulation and
25 Judgment, and to award any other appropriate relief regarding the Covered Matters. The State
26 Water Board shall have the burden of proof based on the preponderance of evidence that the
27 alleged violations occurred before the expiration of 5 years from the date this Court enters the
28 Judgment.

1 Injunctive Provisions in the Stipulation and Judgment. The Parties agree that the Court shall
2 grant the Defendants' request upon determining the Defendants have complied with the
3 Stipulation and Judgment. However, defendant Azad Amiri shall be permanently enjoined from
4 owning and operating underground storage tank facilities as set forth under paragraph 13 in the
5 Stipulation and Judgment and may not file a motion seeking termination of the injunction. If any
6 facility owned or operated by defendant Sarbjit Kang is in violation at any time of the UST Laws
7 as set forth under paragraph 13 in the Stipulation and Judgment, after notice as set forth in
8 paragraph 17, then defendant Sarbjit Kang is permanently enjoined from owning or operating any
9 facility in the State of California and may not file a motion seeking termination of the injunction.

10 **CHANGE OF OWNERSHIP OR OPERATION OF ANY COVERED FACILITY**

11 23. Commencing on the date this Court enters the Judgment in this matter, Defendants
12 agree to update Exhibit B and notify the State Water Board within 30 calendar days of any change
13 by providing an updated Exhibit B pursuant to the Notice provision under paragraphs 29 – 30 in
14 the Stipulation and Judgment whenever any Covered Facility identified on Exhibit B is sold,
15 transferred, or closed.

16 24. Even though a Covered Facility may be sold, transferred, or closed by Defendants,
17 Defendants agree that they remain liable for all unpaid civil penalties, including suspended
18 penalties assessed before the sale, transfer, or closure of the Covered Facility.

19 25. Defendants agree to provide a copy of this Judgment to each new owner and operator
20 of the Covered Facility within 10 calendar days from the fully executed contract or other
21 agreement regarding the sale, transfer, or change of ownership or operation of the Covered
22 Facility.

23 26. Defendants agree to notify the State Water Board within 30 calendar days pursuant to
24 the Notice provision under paragraphs 29 – 30 in the Stipulation and Judgment when any
25 additional underground storage tank facility not listed on Exhibit B in California becomes owned,
26 leased, or operated by any Defendant.

27 27. Defendants agree not to sell, transfer or otherwise convey in any manner its
28 ownership interest of each of the Covered Facilities to any entity or individual affiliated with any

1 Defendant for the purposes of avoiding or mitigating the obligation to comply with the Injunctive
2 Provisions or any other requirement of the Stipulation and Judgment. If any one or more
3 Defendant sells, transfers or otherwise conveys its ownership interest of any Covered Facility to
4 an affiliated entity or individual for the purposes of avoiding or mitigating the obligation to
5 comply with the Injunctive Provisions or any other requirement of the Stipulation and Judgment,
6 that Defendant or Defendants shall be liable for the civil penalties under paragraph 16 in the
7 Stipulation and Judgment pertaining to the specific Covered Facility that is sold, transferred, or
8 otherwise conveyed. The Parties stipulated that the Court shall have sole discretion to determine
9 whether the sale, transfer or conveyance was made for the purposes of avoiding or mitigating the
10 obligation to comply with the Injunctive Provisions or any other requirement of the Stipulation
11 and Judgment. The same noticed motion, trial court procedure, preponderance of the evidence
12 standard, and payment provisions set forth under paragraph 17 in the Stipulation and Judgment
13 apply to this provision of the Stipulation and Judgment.

14 **SITE ACCESS FOR INSPECTIONS, COPYING, AND TESTING**

15 28. Defendants shall provide access to all Covered Facilities to the State Water Board,
16 CUPA, and any agency having jurisdiction for the purpose of conducting inspections, sampling,
17 testing, and monitoring pursuant to federal and state laws and regulations. Nothing in the
18 Stipulation and Judgment is intended to limit in any way the right of entry or inspection that any
19 agency may otherwise have by operation of any agreement, law, regulation, permit, or order.
20 Unless otherwise provided by law or necessitated due exigent circumstances, the State Water
21 Board shall notify at least one of the owners and operators listed on Exhibit B no less than 24
22 hours before conducting any site inspection of the Covered Facility.

23 **NOTICE**

24 29. All notices and submissions required by the Stipulation and Judgment, except for
25 notices of on-site inspection under paragraph 28, shall be sent by certified mail as follows:
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27
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1 **If to Defendants:**

To the UST Owners/Operators and Property Owners
set forth on Exhibit B

2
3 **If to the State Water Board:**

David M. Boyers
Assistant Chief Counsel
State Water Resources Control Board
801 K Street, Suite 2300
Sacramento, CA 95814
Email: david.boyers@waterboards.ca.gov

6 Tracy L. Winsor
7 Supervising Deputy Attorney General
8 California Department of Justice
9 1300 I Street, Suite 125
10 P.O. Box 944255
11 Sacramento, CA 94244-2550
12 Email: tracy.winsor@doj.ca.gov

13 30. Any Party may modify the person and address to whom the notice is to be sent by
14 informing each other Party in writing by certified mail. Nothing in the Stipulation and Judgment
15 shall be interpreted or applied to relieve Defendants of their existing obligations to provide
16 documentation to a federal or state agency, county, city, district, or CUPA as required by statute,
17 regulation, ordinance, permit, or other requirement.

18 **NO WAIVER OF RIGHT TO ENFORCE**

19 31. The failure of the State Water Board to enforce any provision of the Stipulation and
20 Judgment may not be deemed a waiver of such provision, or in any way affect the validity of the
21 Stipulation and Judgment. The failure of the State Water Board to enforce any such provision
22 shall not preclude the State Water Board from later enforcing the same or any other provision of
23 the Stipulation and Judgment. No oral advice, guidance, suggestion, or comment by employees
24 or officials of any Party regarding matters covered in the Stipulation and Judgment shall be
25 construed to relieve any Party of its obligations under the Stipulation and Judgment.

26 **INDEMNIFICATION**

27 32. Defendants shall indemnify and save and hold harmless the State Water Board, the
28 State of California, and any of their employees, including each and every constituent agency,
board, department, office, commission, fund, or other entity thereof, and successors and assigns
of each and every constituent of the State of California (Indemnified Parties), for or from any and
all claims or causes of action, of every kind and nature whatsoever, in law and in equity, whether

1 known or unknown, suspected or unsuspected, foreseen or unforeseen, arising from or on account
2 of acts or omissions of Defendants, and each of their respective officers, directors, agents,
3 employees, contractors, consultants, representatives, successors, assigns, receivers, trustees, and
4 all persons, partnerships, corporations, and other entities acting under, on behalf of, or in concert
5 with Defendants, in carrying out activities pursuant to the Stipulation and Judgment. In addition,
6 Defendants shall pay the Indemnified Parties all costs incurred, including, but not limited to,
7 attorney fees and other expenses of litigation and settlement arising from or on account of acts or
8 omissions of Defendants, and each of their respective officers, directors, agents, employees,
9 contractors, consultants, representatives, successors, assigns, receivers, trustees, and all persons,
10 partnerships, corporations, and other entities acting under, on behalf of, or in concert with
11 Defendants in carrying out the activities pursuant to the Stipulation and Judgment.

12 **COSTS AND FEES**

13 33. Each Party shall bear its own attorney fees, costs, and expenses in connection with
14 this matter, except as provided in this paragraph and under the section titled Indemnification in
15 the Stipulation and Judgment. If Defendants fail to perform any obligation or pay any liability or
16 civil penalty imposed under the Stipulation and Judgment, in accordance with Government Code
17 section 12513.1, Defendants shall be required to pay, in addition to that liability or civil penalty,
18 interest, reasonable attorney fees, and costs for collection or enforcement proceedings to enforce
19 the payment or obligation.

20 **COMPLIANCE WITH FUTURE LAWS**

21 34. The Stipulation and Judgment shall not excuse Defendants from meeting more
22 stringent or additional requirements relating to the ownership, leasing, and operation of
23 underground storage tank facilities in the State of California, which may be imposed hereafter by
24 changes in applicable laws, statutes, regulations, and ordinances.

25 **RELEASE**

26 35. Defendants shall and do release, discharge, and covenant not to sue the State Water
27 Board, the State of California, or any of their employees, including each and every constituent
28 agency, board, department, office, commission, fund, or other entity thereof, and successors and

1 assigns of each and every constituent of the State of California, for any and all claims or causes of
2 action, of every kind and nature whatsoever, in law and in equity, whether known or unknown,
3 suspected or unsuspected, foreseen or unforeseen, which arise out of or are related to this lawsuit
4 or the administrative or investigative actions that preceded it.

5 **INTERPRETATION**

6 36. The Stipulation and Judgment were drafted equally by all Parties. The Parties agree
7 that the rule of construction holding that ambiguity is construed against the drafting Party shall
8 not apply to the interpretation of the Stipulation and Judgment. The Stipulation and Judgment
9 shall be governed by and construed in accordance with the laws of the State of California.

10 **INTEGRATION**

11 37. The Stipulation and Judgment contains all of the terms and conditions agreed upon by
12 the Parties relating to the matters covered by the Stipulation and Judgment, and supersede any
13 and all prior and contemporaneous agreements, negotiations, correspondence, understandings,
14 and communications of the parties, whether oral or written, respecting the matters covered by the
15 Stipulation and Judgment.

16 **MODIFICATION**

17 38. The Judgment may be amended or modified only by a writing signed by the parties or
18 their authorized representatives, and then by order of the Court.

19 **KNOWING AND VOLUNTARY STIPULATION AND JUDGMENT**

20 39. Each Party to the Stipulation and Judgment acknowledged that the Party has reviewed
21 all of the terms and conditions of the Stipulation and Judgment, and has agreed to the Stipulation
22 and Judgment knowingly and voluntarily.

23 **AUTHORITY TO ENTER STIPULATION AND JUDGMENT**

24 40. Each signatory to the Stipulation certified that he or she is fully authorized by the
25 Party he or she represents to enter into the Stipulation, to execute it on behalf of the Party
26 represented, and to legally bind that Party to the terms and conditions of the Stipulation and
27 Judgment.

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COUNTERPARTS

41. The Stipulation may be executed by the Parties in counterpart originals with the same force and effect as if fully and simultaneously executed as a single, original document. The Parties agree that all genuine copies of their and their counsel’s signatures on the Stipulation, such as photocopies and scanned copies, may be used as though originals.

SCOPE

42. The Stipulation and Judgment shall apply to and be binding upon Defendants and each of their respective officers, directors, agents, employees, contractors, consultants, representatives, successors, assigns, receivers, trustees, and all persons, partnerships, corporations, and other entities acting under, on behalf of, or in concert with Defendants, and upon the State Water Board and any successor agencies.

STIPULATION AND JUDGMENT DOES NOT BIND ANY OTHER AGENCY

43. Except as previously expressed in the Stipulation and Judgment, nothing in the Stipulation and Judgment is intended or shall be construed to preclude the Attorney General, or any other federal, state, or local agency, board, department, office, commission, or entity from exercising its authority under any laws, statutes, regulations, or ordinances.

COOPERATION

44. The parties hereto agreed to execute and deliver any and all documents and do all acts that are necessary or convenient to carry out the terms of the Stipulation and Judgment, for example, including confirming to a title company that there is no judgment lien created by the entry of the Stipulation and Judgment. Nothing in paragraph 44 shall be interpreted or construed to prejudice, waive, or impair the State Water Board’s right to enforce the provisions of the Stipulation and Judgment, and to fully enforce or execute upon any future Court orders or judgments in connection with the Stipulation and Judgment.

IT IS SO ORDERED.

Dated: _____

Honorable Alan G. Perkins
Judge of the Superior Court

EXHIBIT B

**COVERED FACILITIES
EXHIBIT B TO THE STIPULATION AND JUDGMENT**

CERS ID	Facility Address	Underground Storage Tank Owner/Operator Contact Information	Property Owner Contact Information
10006489	4323 Clayton Road, Concord, County of Contra Costa, State of California	<p>Pious Petroleum, LLC c/o Nileshkumar Patel 4323 Clayton Road Concord, CA 94521</p> <p>Kenneth D. Lee 1871 The Alameda, Ste. 331 San Jose, CA 95126</p>	<p>Stars Holding Co., LLC Attention: Nasrin Amiri 1936 Linda Drive Pleasant Hill, CA 94523</p> <p>Nasrin Amiri 1936 Linda Drive Pleasant Hill, CA 94523</p>
10202842	1140 Emerald Bay Road, South Lake Tahoe, County of El Dorado, State of California	<p>Seerat, Inc. Attention: Sukhwinder Singh 1140 Emerald Bay Road S. Lake Tahoe, CA 96150</p> <p>Sukhwinder Singh 1140 Emerald Bay Road S. Lake Tahoe, CA 96150</p>	<p>Tahoe Blue Property, Inc. Attention: Azad Amiri 1936 Linda Drive Pleasant Hill, CA 94523</p> <p>Reza Amiri 1936 Linda Drive Pleasant Hill, CA 94523</p>
10707823	3208 Highway 50, Meyers, County of El Dorado, State of California	<p>Meyers Holding Co., LLC Attention: Azad Amiri 1936 Linda Drive Pleasant Hill, CA 94523</p> <p>Reza Amiri 1936 Linda Drive Pleasant Hill, CA 94523</p>	<p>Meyers Holding Co., LLC Attention: Azad Amiri 1936 Linda Drive Pleasant Hill, CA 94523</p> <p>Reza Amiri 1936 Linda Drive Pleasant Hill, CA 94523</p>
10202845	2304 Lake Tahoe Boulevard, South Lake Tahoe, County of El Dorado, State of California	<p>Tahoe Station, Inc. Attention: Raman Singh 2340 Lake Tahoe Blvd. S. Lake Tahoe, CA 96150</p> <p>Raman Singh 2340 Lake Tahoe Blvd. S. Lake Tahoe, CA 96150</p>	<p>Tahoe Station, Inc. Attention: Raman Singh 2340 Lake Tahoe Blvd. S. Lake Tahoe, CA 96150</p> <p>Raman Singh 2340 Lake Tahoe Blvd. S. Lake Tahoe, CA 96150</p>

**COVERED FACILITIES
EXHIBIT B TO THE STIPULATION AND JUDGMENT**

CERS ID	Facility Address	Underground Storage Tank Owner/Operator Contact Information	Property Owner Contact Information
10202935	913 Emerald Bay Road, South Lake Tahoe, County of El Dorado, State of California	Seerat, Inc. Attention: Sukhwinder Singh 1140 Emerald Bay Road S. Lake Tahoe, CA 96150 Sarbjit Kang Sukhwinder Singh 1140 Emerald Bay Road S. Lake Tahoe, CA 96150	Reza Amiri Care of: Azad Amiri 1936 Linda Drive Pleasant Hill, CA 94523 Sukhwinder Singh 1140 Emerald Bay Road S. Lake Tahoe, CA 96150
10205815	8070 North Lake Boulevard, Kings Beach, County of Placer, State of California	Tahoe Station, Inc. Attention: Raman Singh 2340 Lake Tahoe Blvd. S. Lake Tahoe, CA 96150 Raman Singh 2340 Lake Tahoe Blvd. S. Lake Tahoe, CA 96150	Tahoe Station, Inc. Attention: Raman Singh 2340 Lake Tahoe Blvd. S. Lake Tahoe, CA 96150 Raman Singh 2340 Lake Tahoe Blvd. S. Lake Tahoe, CA 96150
10221139	4300 Watt Avenue, Sacramento, County of Sacramento, State of California	Sacramento/Dunnigan Holding, Inc. Attn: Harwant Kaur Kang 4300 Watt Avenue Sacramento, CA 95821-7012 Raman Singh 2340 Lake Tahoe Blvd. S. Lake Tahoe, CA 96150	Sacramento/Dunnigan Holding, Inc. Attn: Raman Singh 2340 Lake Tahoe Blvd. S. Lake Tahoe, CA 96150 Raman Singh 2340 Lake Tahoe Blvd. S. Lake Tahoe, CA 96150
10180605	6421 Capitol Avenue, Lodi, County of San Joaquin, State of California	Stars Holding Co., LLC Attention: Nasrin Amiri 1936 Linda Drive Pleasant Hill, CA 94523 Nasrin Amiri 1936 Linda Drive Pleasant Hill, CA 94523	5River Fuels, Inc. Attn: Darla R. Fraser, EA 3404 Bechelli Ln., Ste. E Redding, CA 96002 Nasrin Amiri 1936 Linda Drive Pleasant Hill, CA 94523
10449772	4480 Chiles Road, Davis, County of Yolo, State of California	Closed	Third Party

**COVERED FACILITIES
EXHIBIT B TO THE STIPULATION AND JUDGMENT**

CERS ID	Facility Address	Underground Storage Tank Owner/Operator Contact Information	Property Owner Contact Information
FA 249	28700 County Road 6, Dunnigan, County of Yolo, State of California	Closed	Stars Holding Co., LLC Attention: Nasrin Amiri 1936 Linda Drive Pleasant Hill, CA 94523 Nasrin Amiri 1936 Linda Drive Pleasant Hill, CA 94523
10216243	4040 County Road 89, Dunnigan, County of Yolo, State of California	Sacramento/Dunnigan Holding, Inc. Attn: Harwant Kaur Kang 4300 Watt Avenue Sacramento, CA 95821-7012 Harwant Kaur Kang 4300 Watt Avenue Sacramento, CA 95821-7012	Sacramento/Dunnigan Holding, Inc. Attn: Harwant Kaur Kang 4300 Watt Avenue Sacramento, CA 95821-7012 Harwant Kaur Kang 4300 Watt Avenue Sacramento, CA 95821-7012

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EXHIBIT C

VIOLATIONS SUMMARY
EXHIBIT C TO THE STIPULATION FOR ENTRY OF FINAL CONSENT JUDGMENT

Violation Type	Facility Address	Start Date	End Date	Number of USTs	Days of Violation	Number of USTs x Days of Violations	Citation
Failed to Install and/or Maintain Automatic Line Leak Detectors	4323 Clayton Road Concord, CA	10/10/2011	10/10/2011	2	1	2	Health & Saf. Code secs. 25290.1(h), 25290.2(g), 25291(f), 25292(e)(1); Cal. Code Regs., tit. 23, secs. 2636(f)(2), 2643(c)(1)
	4323 Clayton Road Concord, CA	10/6/2015	10/6/2015	1	1	1	Health & Saf. Code secs. 25290.1(h), 25290.2(g), 25291(f), 25292(e)(1); Cal. Code Regs., tit. 23, secs. 2636(f)(2), 2643(c)(1)
Failed to Test and Certify UST Monitoring Equipment	4323 Clayton Road Concord, CA	5/1/2010	9/16/2010	3	138	414	Cal. Code Regs., tit. 23, sec. 2638
	4323 Clayton Road Concord, CA	10/1/2011	10/10/2011	3	9	27	Cal. Code Regs., tit. 23, sec. 2638
Failed to Maintain Evidence of Financial Responsibility	4323 Clayton Road Concord, CA	9/12/2011	2/21/2012	1	162	162	Health & Saf. Code, sec. 25292.2(a)
Failed to Construct, Operate, and Maintain Secondary Containment System	4323 Clayton Road Concord, CA	2/29/2012	5/29/2012	1	90	90	Health & Saf. Code, secs. 25290.1(c)(2), 25290.2(c)(2), 25291(a)(2)

VIOLATIONS SUMMARY
EXHIBIT C TO THE STIPULATION FOR ENTRY OF FINAL CONSENT JUDGMENT

Violation Type	Facility Address	Start Date	End Date	Number of USTs	Days of Violation	Number of USTs x Days of Violations	Citation
Failed to Maintain an UST Monitoring System Capable of Detecting an Unauthorized Release at the Earliest Possible Opportunity	4323 Clayton Road Concord, CA	12/11/2013	12/11/2013	3	1	3	Health & Saf. Code secs. 25290.1(d), 25290.2(d), 25291(b), 25292(a); Cal. Code Regs., tit. 23, secs. 2630(d), 2641(a)
	4323 Clayton Road Concord, CA	10/6/2015	10/6/2015	3	1	3	Health & Saf. Code secs. 25290.1(d), 25290.2(d), 25291(b), 25292(a); Cal. Code Regs., tit. 23, secs. 2630(d), 2641(a)
Failed to Maintain USTs in a Manner to Prevent Releases due to Spills During Product Delivery	4323 Clayton Road Concord, CA	10/10/2011	10/10/2011	2	1	2	Cal. Code Regs., tit. 23, secs. 2635(b)
Failed to Notify Local Regulatory Agencies of the Qualified Designated UST Operator	4323 Clayton Road Concord, CA	9/12/2011	10/14/2011	1	32	32	Cal. Code Regs., tit. 23, sec. 2715(a)
Failed to Ensure that a Qualified Designated UST Operator Perform Monthly Visual Inspections of Every UST System	4323 Clayton Road Concord, CA	6/1/2010	8/9/2010	3	69	207	Cal. Code Regs., tit. 23, sec. 2715(c)
Failure to Maintain an Unauthorized Release Response Plan	4323 Clayton Road Concord, CA	9/12/2011	10/24/2011	1	42	42	Cal. Code Regs., tit. 23, secs. 2632(d)(2), 2634(e), 2641(h)
Failed to Ensure that a Qualified Designated UST Operator Conduct Employee Training, Failed to Retain Training Records	4323 Clayton Road Concord, CA	10/7/2014	11/4/2014	1	28	28	Cal. Code Regs., tit. 23, sec. 2715(f)
Failed to Provide, Maintain or Update the Operating Permit Application, Including the Facility and Tank Information	4323 Clayton Road Concord, CA	9/12/2011	2/21/2012	1	162	162	Health & Saf. Code, sec. 25286(a); Cal. Code Regs., tit. 23, sec. 2711(a)

VIOLATIONS SUMMARY
EXHIBIT C TO THE STIPULATION FOR ENTRY OF FINAL CONSENT JUDGMENT

Violation Type	Facility Address	Start Date	End Date	Number of USTs	Days of Violation	Number of USTs x Days of Violations	Citation
Failed to Submit a Copy of the Secondary Containment Test Report and/or a Completed Monitoring System Certification Form to Local Agency Within 30 dDys	4323 Clayton Road Concord, CA	4/30/2017	9/15/2017	2	138	276	Cal. Code Regs., tit. 23, secs. 2637(e) and 2638(d)
TOTALS:					875	1451	

VIOLATIONS SUMMARY
EXHIBIT C TO THE STIPULATION FOR ENTRY OF FINAL CONSENT JUDGMENT

Violation Type	Facility Address	Start Date	End Date	Number of USTs	Days of Violation	Number of USTs x Days of Violations	Citation
Failed to Test and Certify UST Monitoring Equipment	3208 Highway 50 Meyers, CA	5/28/2009	9/15/2017	4	3032	12128	Cal. Code Regs., tit. 23, sec. 2638
Failed to Test Secondary Containment Systems	3208 Highway 50 Meyers, CA	5/28/2009	9/15/2017	4	3032	12128	Cal. Code Regs., tit. 23, sec. 2637

VIOLATIONS SUMMARY
EXHIBIT C TO THE STIPULATION FOR ENTRY OF FINAL CONSENT JUDGMENT

Violation Type	Facility Address	Start Date	End Date	Number of USTs	Days of Violation	Number of USTs x Days of Violations	Citation
Failed to Maintain an UST Monitoring System Capable of Detecting an Unauthorized Release at the Earliest Possible Opportunity	3208 Highway 50 Meyers, CA	5/28/2009	9/15/2017	4	3032	12128	Health & Saf. Code secs. 25290.1(d), 25290.2(d), 25291(b), 25292(a); Cal. Code Regs., tit. 23, secs. 2630(d), 2641(a)
	3208 Highway 50 Meyers, CA	5/28/2009	9/15/2017	4	3032	12128	Health & Saf. Code secs. 25290.1(d), 25290.2(d), 25291(b), 25292(a); Cal. Code Regs., tit. 23, secs. 2630(d), 2641(a)
Failed to Properly Close or Cease Operations of an UST System	3208 Highway 50 Meyers, CA	5/28/2009	9/15/2017	4	3032	12128	Health & Saf. Code secs. 25298(a) and (c); Cal. Code Regs., tit. 23, secs. 2670(f), 2672
TOTALS:					15160	60640	

VIOLATIONS SUMMARY
EXHIBIT C TO THE STIPULATION FOR ENTRY OF FINAL CONSENT JUDGMENT

Violation Type	Facility Address	Start Date	End Date	Number of USTs	Days of Violation	Number of USTs x Days of Violations	Citation
Failed to Install and/or Maintain Automatic Line Leak Detectors	1140 Emerald Bay Road South Lake Tahoe, CA	5/27/2011	11/22/2012	1	545	545	Health & Saf. Code secs. 25290.1(h), 25290.2(g), 25291(f), 25292(e)(1); Cal. Code Regs., tit. 23, secs. 2636(f)(2), 2643(c)(1)
	1140 Emerald Bay Road South Lake Tahoe, CA	5/27/2011	11/28/2011	1	185	185	Health & Saf. Code secs. 25290.1(h), 25290.2(g), 25291(f), 25292(e)(1); Cal. Code Regs., tit. 23, secs. 2636(f)(2), 2643(c)(1)
	1140 Emerald Bay Road South Lake Tahoe, CA	11/22/2012	3/1/2013	1	99	99	Health & Saf. Code secs. 25290.1(h), 25290.2(g), 25291(f), 25292(e)(1); Cal. Code Regs., tit. 23, secs. 2636(f)(2), 2643(c)(1)
	1140 Emerald Bay Road South Lake Tahoe, CA	1/28/2013	1/28/2013	1	1	1	Health & Saf. Code secs. 25290.1(h), 25290.2(g), 25291(f), 25292(e)(1); Cal. Code Regs., tit. 23, secs. 2636(f)(2), 2643(c)(1)
	1140 Emerald Bay Road South Lake Tahoe, CA	2/12/2014	2/20/2014	2	8	16	Health & Saf. Code secs. 25290.1(h), 25290.2(g), 25291(f), 25292(e)(1); Cal. Code Regs., tit. 23, secs. 2636(f)(2), 2643(c)(1)
	1140 Emerald Bay Road South Lake Tahoe, CA	3/18/2016	11/10/2016	2	237	474	Health & Saf. Code secs. 25290.1(h), 25290.2(g), 25291(f), 25292(e)(1); Cal. Code Regs., tit. 23, secs. 2636(f)(2), 2643(c)(1)
	1140 Emerald Bay Road South Lake Tahoe, CA	11/11/2016	11/15/2016	2	4	8	Health & Saf. Code secs. 25290.1(h), 25290.2(g), 25291(f), 25292(e)(1); Cal. Code Regs., tit. 23, secs. 2636(f)(2), 2643(c)(1)

VIOLATIONS SUMMARY
EXHIBIT C TO THE STIPULATION FOR ENTRY OF FINAL CONSENT JUDGMENT

Violation Type	Facility Address	Start Date	End Date	Number of USTs	Days of Violation	Number of USTs x Days of Violations	Citation
Failed to Test and Certify UST Monitoring Equipment	1140 Emerald Bay Road South Lake Tahoe, CA	9/1/2009	1/15/2010	4	136	544	Cal. Code Regs., tit. 23, sec. 2638
	1140 Emerald Bay Road South Lake Tahoe, CA	2/1/2011	5/27/2011	4	115	460	Cal. Code Regs., tit. 23, sec. 2638
	1140 Emerald Bay Road South Lake Tahoe, CA	6/1/2012	11/22/2012	4	174	696	Cal. Code Regs., tit. 23, sec. 2638
	1140 Emerald Bay Road South Lake Tahoe, CA	2/1/2014	2/12/2014	4	11	44	Cal. Code Regs., tit. 23, sec. 2638
	1140 Emerald Bay Road South Lake Tahoe, CA	3/18/2016	10/19/2016	4	215	860	Cal. Code Regs., tit. 23, sec. 2638
Failed to Construct, Operate, and Maintain Secondary Containment Systems	1140 Emerald Bay Road South Lake Tahoe, CA	7/22/2016	10/12/2016	4	82	328	Health & Saf. Code, secs. 25290.1(c)(2), 25290.2(c)(2), 25291(a)(2)
Failed to Test Secondary Containment Systems	1140 Emerald Bay Road South Lake Tahoe, CA	6/1/2009	8/19/2011	4	809	3236	Cal. Code Regs., tit. 23, sec. 2637
Failed to Perform Enhanced Leak Detection Testing	1140 Emerald Bay Road South Lake Tahoe, CA	5/28/2009	11/12/2011	4	898	3592	Health & Saf. Code secs. 25292.4 25292.5; Cal. Code Regs., tit. 23, sec. 2644.1

VIOLATIONS SUMMARY
EXHIBIT C TO THE STIPULATION FOR ENTRY OF FINAL CONSENT JUDGMENT

Violation Type	Facility Address	Start Date	End Date	Number of USTs	Days of Violation	Number of USTs x Days of Violations	Citation
Failed to Maintain an UST Monitoring System Capable of Detecting an Unauthorized Release at the Earliest Possible Opportunity	1140 Emerald Bay Road South Lake Tahoe, CA	5/27/2011	5/27/2011	1	1	1	Health & Saf. Code secs. 25290.1(d), 25290.2(d), 25291(b), 25292(a); Cal. Code Regs., tit. 23, secs. 2630(d), 2641(a)
	1140 Emerald Bay Road South Lake Tahoe, CA	11/22/2012	11/21/2013	1	364	364	Health & Saf. Code secs. 25290.1(d), 25290.2(d), 25291(b), 25292(a); Cal. Code Regs., tit. 23, secs. 2630(d), 2641(a)
	1140 Emerald Bay Road South Lake Tahoe, CA	11/22/2012	2/5/2013	4	85	340	Health & Saf. Code secs. 25290.1(d), 25290.2(d), 25291(b), 25292(a); Cal. Code Regs., tit. 23, secs. 2630(d), 2641(a)
	1140 Emerald Bay Road South Lake Tahoe, CA	2/12/2014	2/20/2014	1	8	8	Health & Saf. Code secs. 25290.1(d), 25290.2(d), 25291(b), 25292(a); Cal. Code Regs., tit. 23, secs. 2630(d), 2641(a)
	1140 Emerald Bay Road South Lake Tahoe, CA	3/18//2016	3/8/2016	1	1	1	Health & Saf. Code secs. 25290.1(d), 25290.2(d), 25291(b), 25292(a); Cal. Code Regs., tit. 23, secs. 2630(d), 2641(a)
	1140 Emerald Bay Road South Lake Tahoe, CA	3/18/2016	3/18/2016	2	1	2	Health & Saf. Code secs. 25290.1(d), 25290.2(d), 25291(b), 25292(a); Cal. Code Regs., tit. 23, secs. 2630(d), 2641(a)
	1140 Emerald Bay Road South Lake Tahoe, CA	3/18/2016	3/18/2016	2	1	2	Health & Saf. Code secs. 25290.1(d), 25290.2(d), 25291(b), 25292(a); Cal. Code Regs., tit. 23, secs. 2630(d), 2641(a)
	1140 Emerald Bay Road South Lake Tahoe, CA	10/19/2016	10/19/2016	1	1	1	Health & Saf. Code secs. 25290.1(d), 25290.2(d), 25291(b), 25292(a); Cal. Code Regs., tit. 23, secs. 2630(d), 2641(a)

VIOLATIONS SUMMARY
EXHIBIT C TO THE STIPULATION FOR ENTRY OF FINAL CONSENT JUDGMENT

Violation Type	Facility Address	Start Date	End Date	Number of USTs	Days of Violation	Number of USTs x Days of Violations	Citation
Failed to Maintain USTs in a Manner to Prevent Releases Due to Spills During Product Delivery	1140 Emerald Bay Road South Lake Tahoe, CA	11/22/2012	3/1/2013	1	99	99	Cal. Code Regs., tit. 23, sec. 2635(b)
	1140 Emerald Bay Road South Lake Tahoe, CA	1/28/2013	2/15/2013	1	18	18	Cal. Code Regs., tit. 23, sec. 2635(b)
	1140 Emerald Bay Road South Lake Tahoe, CA	7/29/2015	7/29/2015	3	1	3	Cal. Code Regs., tit. 23, sec. 2635(b)
	1140 Emerald Bay Road South Lake Tahoe, CA	10/19/2016	11/1/2016	1	13	13	Cal. Code Regs., tit. 23, sec. 2635(b)
Failed to Ensure that a Qualified Designated UST Operator Perform Monthly Visual Inspections of Every UST System	1140 Emerald Bay Road South Lake Tahoe, CA	2/12/2014	2/12/2014	4	1	4	Cal. Code Regs., tit. 23, sec. 2715(c)
Failed to Maintain Monitoring, Maintenance, and/or Designated UST Operator Inspection Records	1140 Emerald Bay Road South Lake Tahoe, CA	10/25/2017	3/26/2018	4	152	608	Health & Saf. Code, sec. 25293; Cal. Code Regs., tit. 23, secs. 2712(b), 2715(e)

VIOLATIONS SUMMARY
EXHIBIT C TO THE STIPULATION FOR ENTRY OF FINAL CONSENT JUDGMENT

Violation Type	Facility Address	Start Date	End Date	Number of USTs	Days of Violation	Number of USTs x Days of Violations	Citation
Failed to Ensure that a Qualified Designated UST Operator Conduct Employee Training, Failed to Retain Training Records	1140 Emerald Bay Road South Lake Tahoe, CA	5/27/2011	5/27/2011	1	1	1	Cal. Code Regs., tit. 23, sec. 2715(f)
	1140 Emerald Bay Road South Lake Tahoe, CA	2/12/2014	2/12/2014	1	1	1	Cal. Code Regs., tit. 23, sec. 2715(f)
	1140 Emerald Bay Road South Lake Tahoe, CA	10/25/2017	3/26/2018	1	152	152	Cal. Code Regs., tit. 23, sec. 2715(f)
Failed to Provide, Maintain or Update the Operating Permit Application, Including the Facility and Tank Information	1140 Emerald Bay Road South Lake Tahoe, CA	5/27/2011	11/14/2011	1	171	171	Health & Saf. Code, sec. 25286(a); Cal. Code Regs., tit. 23, sec. 2711(a)

VIOLATIONS SUMMARY
EXHIBIT C TO THE STIPULATION FOR ENTRY OF FINAL CONSENT JUDGMENT

Violation Type	Facility Address	Start Date	End Date	Number of USTs	Days of Violation	Number of USTs x Days of Violations	Citation
Failed to Retain Copies of the Permit and all Conditions and Attachments, Including Monitoring Plans, at the Facility	1140 Emerald Bay Road South Lake Tahoe, CA	11/22/2012	11/27/2013	1	370	370	Cal. Code Regs., tit. 23, sec. 2712(i)
	1140 Emerald Bay Road South Lake Tahoe, CA	11/22/2012	12/3/2013	1	376	376	Cal. Code Regs., tit. 23, sec. 2712(i)
	1140 Emerald Bay Road South Lake Tahoe, CA	11/22/2012	11/27/2013	1	370	370	Cal. Code Regs., tit. 23, sec. 2712(i)
	1140 Emerald Bay Road South Lake Tahoe, CA	7/29/2015	7/29/2015	1	1	1	Cal. Code Regs., tit. 23, sec. 2712(i)
Failed to Obtain a Permit to Operating UST System	1140 Emerald Bay Road South Lake Tahoe, CA	11/1/2013	11/15/2016	4	1110	4440	Health & Saf. Code, sec. 25284(a)(1)
Failure to Install Monitoring Equipment to Manufacturers Instructions	1140 Emerald Bay Road South Lake Tahoe, CA	7/29/2015	7/28/2016	1	365	365	Cal. Code Regs., tit. 23, sec. 2638(a)

VIOLATIONS SUMMARY
EXHIBIT C TO THE STIPULATION FOR ENTRY OF FINAL CONSENT JUDGMENT

Violation Type	Facility Address	Start Date	End Date	Number of USTs	Days of Violation	Number of USTs x Days of Violations	Citation
Failure to Submit a Copy of the Secondary Containment Test Report and/or a Completed Monitoring System Certification Form to Local Agency Within 30 Days	1140 Emerald Bay Road South Lake Tahoe, CA	2/28/2013	4/15/2013	4	46	184	Cal. Code Regs., tit. 23, secs. 2637(e) and 2638(d)
	1140 Emerald Bay Road South Lake Tahoe, CA	3/14/2014	3/26/2014	4	12	48	Cal. Code Regs., tit. 23, secs. 2637(e) and 2638(d)
	1140 Emerald Bay Road South Lake Tahoe, CA	3/18/2016	3/18/2016	4	1	4	Cal. Code Regs., tit. 23, secs. 2637(e) and 2638(d)
	1140 Emerald Bay Road South Lake Tahoe, CA	11/24/2017	3/26/2018	4	152	608	Cal. Code Regs., tit. 23, secs. 2637(e) and 2638(d)
TOTALS:					7393	19643	

VIOLATIONS SUMMARY
EXHIBIT C TO THE STIPULATION FOR ENTRY OF FINAL CONSENT JUDGMENT

Violation Type	Facility Address	Start Date	End Date	Number of USTs	Days of Violation	Number of USTs x Days of Violations	Citation
Failed to Install and/or Maintain Automatic Line Leak Detectors	2304 Lake Tahoe Boulevard South Lake Tahoe, CA	11/9/2009	12/13/2010	1	399	399	Health & Saf. Code secs. 25290.1(h), 25290.2(g), 25291(f), 25292(e)(1); Cal. Code Regs., tit. 23, secs. 2636(f)(2), 2643(c)(1)
Failed to Test and Certify UST Monitoring Equipment	2304 Lake Tahoe Boulevard South Lake Tahoe, CA	7/1/2009	11/9/2009	3	131	393	Cal. Code Regs., tit. 23, sec. 2638
	2304 Lake Tahoe Boulevard South Lake Tahoe, CA	12/1/2010	12/13/2010	3	12	36	Cal. Code Regs., tit. 23, sec. 2638
Failed to Construct, Operate, and Maintain Secondary Containment System	2304 Lake Tahoe Boulevard South Lake Tahoe, CA	5/2/2014	10/24/2014	1	175	175	Health & Saf. Code, secs. 25290.1(c)(2), 25290.2(c)(2), 25291(a)(2)
	2304 Lake Tahoe Boulevard South Lake Tahoe, CA	6/29/2017	7/12/2017	2	13	26	Health & Saf. Code, secs. 25290.1(c)(2), 25290.2(c)(2), 25291(a)(2)
	2304 Lake Tahoe Boulevard South Lake Tahoe, CA	6/29/2017	8/28/2017	1	60	60	Health & Saf. Code, secs. 25290.1(c)(2), 25290.2(c)(2), 25291(a)(2)

VIOLATIONS SUMMARY
EXHIBIT C TO THE STIPULATION FOR ENTRY OF FINAL CONSENT JUDGMENT

Violation Type	Facility Address	Start Date	End Date	Number of USTs	Days of Violation	Number of USTs x Days of Violations	Citation
Failed to Test Secondary Containment Systems	2304 Lake Tahoe Boulevard South Lake Tahoe, CA	9/1/2009	1/29/2010	3	150	450	Cal. Code Regs., tit. 23, sec. 2637
	2304 Lake Tahoe Boulevard South Lake Tahoe, CA	2/1/2013	8/15/2013	3	195	585	Cal. Code Regs., tit. 23, sec. 2637
	2304 Lake Tahoe Boulevard South Lake Tahoe, CA	6/1/2017	6/29/2017	3	28	84	Cal. Code Regs., tit. 23, sec. 2637
Failed to Perform Enhanced Leak Detection Testing	2304 Lake Tahoe Boulevard South Lake Tahoe, CA	5/28/2009	11/20/2011	3	906	2718	Health & Saf. Code secs. 25292.4, 25292.5; Cal. Code Regs., tit. 23, sec. 2644.1

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Violation Type	Facility Address	Start Date	End Date	Number of USTs	Days of Violation	Number of USTs x Days of Violations	Citation
Failed to Maintain an UST Monitoring System Capable of Detecting an Unauthorized Release at the Earliest Possible Opportunity	2304 Lake Tahoe Boulevard South Lake Tahoe, CA	2/20/2014	2/20/2014	2	1	2	Health & Saf. Code secs. 25290.1(d), 25290.2(d), 25291(b), 25292(a); Cal. Code Regs., tit. 23, secs. 2630(d), 2641(a)
	2304 Lake Tahoe Boulevard South Lake Tahoe, CA	2/10/2015	2/10/2015	2	1	2	Health & Saf. Code secs. 25290.1(d), 25290.2(d), 25291(b), 25292(a); Cal. Code Regs., tit. 23, secs. 2630(d), 2641(a)
	2304 Lake Tahoe Boulevard South Lake Tahoe, CA	3/14/2017	3/14/2017	2	1	2	Health & Saf. Code secs. 25290.1(d), 25290.2(d), 25291(b), 25292(a); Cal. Code Regs., tit. 23, secs. 2630(d), 2641(a)
	2304 Lake Tahoe Boulevard South Lake Tahoe, CA	3/14/2017	4/20/2017	2	37	74	Health & Saf. Code secs. 25290.1(d), 25290.2(d), 25291(b), 25292(a); Cal. Code Regs., tit. 23, secs. 2630(d), 2641(a)
	2304 Lake Tahoe Boulevard South Lake Tahoe, CA	3/14/2017	3/14/2017	2	1	2	Health & Saf. Code secs. 25290.1(d), 25290.2(d), 25291(b), 25292(a); Cal. Code Regs., tit. 23, secs. 2630(d), 2641(a)
	2304 Lake Tahoe Boulevard South Lake Tahoe, CA	9/25/2017	9/25/2017	2	2	4	Health & Saf. Code secs. 25290.1(d), 25290.2(d), 25291(b), 25292(a); Cal. Code Regs., tit. 23, secs. 2630(d), 2641(a)
	2304 Lake Tahoe Boulevard South Lake Tahoe, CA	9/25/2017	9/25/2017	1	1	1	Health & Saf. Code secs. 25290.1(d), 25290.2(d), 25291(b), 25292(a); Cal. Code Regs., tit. 23, secs. 2630(d), 2641(a)
	2304 Lake Tahoe Boulevard South Lake Tahoe, CA	9/25/2017	9/25/2017	1	1	1	Health & Saf. Code secs. 25290.1(d), 25290.2(d), 25291(b), 25292(a); Cal. Code Regs., tit. 23, secs. 2630(d), 2641(a)

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Violation Type	Facility Address	Start Date	End Date	Number of USTs	Days of Violation	Number of USTs x Days of Violations	Citation
Failed to Maintain an UST Monitoring System Capable of Detecting an Unauthorized Release at the Earliest Possible Opportunity (continued)	2304 Lake Tahoe Boulevard South Lake Tahoe, CA	9/25/2017	11/6/2017	1	42	42	Health & Saf. Code secs. 25290.1(d), 25290.2(d), 25291(b), 25292(a); Cal. Code Regs., tit. 23, secs. 2630(d), 2641(a)
Failed to Maintain USTs in a Manner to Prevent Releases Due to Spill During Product Delivery	2304 Lake Tahoe Boulevard South Lake Tahoe, CA	12/13/2010	12/13/2010	1	1	1	Cal. Code Regs., tit. 23, secs. 2635(b)
	2304 Lake Tahoe Boulevard South Lake Tahoe, CA	2/12/2016	3/22/2016	1	39	39	Cal. Code Regs., tit. 23, secs. 2635(b)
	2304 Lake Tahoe Boulevard South Lake Tahoe, CA	9/25/2017	9/25/2017	2	1	2	Cal. Code Regs., tit. 23, secs. 2635(b)
	2304 Lake Tahoe Boulevard South Lake Tahoe, CA	9/25/2017	11/6/2017	1	42	42	Cal. Code Regs., tit. 23, secs. 2635(b)
Failed to Provide USTs with Equipment to Prevent Spills and Overfills and Failed to Operate USTs to Prevent Spills and Overfills	2304 Lake Tahoe Boulevard South Lake Tahoe, CA	12/13/2010	12/13/2010	3	1	3	Health & Saf. Code, secs. 25290.1(f), 25290.2(e), 25291(c), 25292(d), 25292.1(a); Cal. Code Regs., tit. 23, sec. 2635(b)(2)
Failed to Ensure that a Qualified Designated UST Operator Perform Monthly Visual Inspections of Every UST System	2304 Lake Tahoe Boulevard South Lake Tahoe, CA	1/1/2013	1/31/2013	3	30	90	Cal. Code Regs., tit. 23, sec. 2715(c)
	2304 Lake Tahoe Boulevard South Lake Tahoe, CA	1/1/2016	1/31/2016	3	30	90	Cal. Code Regs., tit. 23, sec. 2715(b)

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Violation Type	Facility Address	Start Date	End Date	Number of USTs	Days of Violation	Number of USTs x Days of Violations	Citation
Failed to Maintain Monitoring, Maintenance, and/or Designated UST Operator Inspection Records	2304 Lake Tahoe Boulevard South Lake Tahoe, CA	11/9/2009	12/13/2010	1	399	399	Health & Saf. Code, sec. 25293; Cal. Code Regs., tit. 23, secs. 2712(b), 2715(e)
	2304 Lake Tahoe Boulevard South Lake Tahoe, CA	2/20/2014	2/27/2015	1	372	372	Health & Saf. Code, sec. 25293; Cal. Code Regs., tit. 23, secs. 2712(b), 2715(e)
	2304 Lake Tahoe Boulevard South Lake Tahoe, CA	3/14/2017	3/14/2017	1	1	1	Health & Saf. Code, sec. 25293; Cal. Code Regs., tit. 23, secs. 2712(b), 2715(e)
	2304 Lake Tahoe Boulevard South Lake Tahoe, CA	9/25/2017	11/12/2017	1	48	48	Health & Saf. Code, sec. 25293; Cal. Code Regs., tit. 23, secs. 2712(b), 2715(e)
Failed to Ensure that a Qualified Designated UST Operator Conduct Employee Training, Failed to Retain Training Records	2304 Lake Tahoe Boulevard South Lake Tahoe, CA	9/25/2017	9/25/2017	1	1	1	Cal. Code Regs., tit. 23, sec. 2715(f)
Failed to Provide, Maintain or Update the Operating Permit Application, Including the Facility and Tank Information	2304 Lake Tahoe Boulevard South Lake Tahoe, CA	5/28/2009	1/20/2010	1	237	237	Health & Saf. Code, sec. 25286(a); Cal. Code Regs., tit. 23, sec. 2711(a)
	2304 Lake Tahoe Boulevard South Lake Tahoe, CA	3/14/2017	4/20/2017	3	37	111	Health & Saf. Code, sec. 25286(a); Cal. Code Regs., tit. 23, sec. 2711(a)

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Violation Type	Facility Address	Start Date	End Date	Number of USTs	Days of Violation	Number of USTs x Days of Violations	Citation
Failed to Retain Copies of the Permit and all Conditions and Attachments, Including Monitoring Plans, at the Facility	2304 Lake Tahoe Boulevard South Lake Tahoe, CA	5/28/2009	6/27/2009	1	30	30	Cal. Code Regs., tit. 23, sec. 2712(i)
	2304 Lake Tahoe Boulevard South Lake Tahoe, CA	5/28/2009	11/9/2009	1	165	165	Cal. Code Regs., tit. 23, sec. 2712(i)
Failure to Install Monitoring Equipment to Manufacturers Instructions	2304 Lake Tahoe Boulevard South Lake Tahoe, CA	3/14/2017	4/20/2017	1	37	37	Cal. Code Regs., tit. 23, sec. 2638(a)
	2304 Lake Tahoe Boulevard South Lake Tahoe, CA	9/25/2017	11/6/2017	3	42	126	Cal. Code Regs., tit. 23, sec. 2638(a)
Failure to Submit a Copy of the Secondary Containment Test Report and/or a Completed Monitoring System Certification Form to Local Agency Within 30 Days	2304 Lake Tahoe Boulevard South Lake Tahoe, CA	3/22/2014	8/12/2014	1	143	143	Cal. Code Regs., tit. 23, secs. 2637(e) and 2638(d)
	2304 Lake Tahoe Boulevard South Lake Tahoe, CA	6/2/2014	10/24/2014	1	144	144	Cal. Code Regs., tit. 23, secs. 2637(e) and 2638(d)

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Violation Type	Facility Address	Start Date	End Date	Number of USTs	Days of Violation	Number of USTs x Days of Violations	Citation
Failure to Maintain Primary Containment	2304 Lake Tahoe Boulevard South Lake Tahoe, CA	2/20/2014	2/20/2014	1	1	1	Health & Saf. Code, secs. 25290.1(c)(1), 25290.2(c)(1), 25291(a)(1); Cal. Code Regs., tit. 23, secs. 2631(a), 2712(j)
	2304 Lake Tahoe Boulevard South Lake Tahoe, CA	3/14/2017	4/20/2017	1	37	37	Health & Saf. Code, secs. 25290.1(c)(1), 25290.2(c)(1), 25291(a)(1); Cal. Code Regs., tit. 23, secs. 2631(a), 2712(j)
Failed to Obtain a Permit to Operating UST System	2304 Lake Tahoe Boulevard South Lake Tahoe, CA	1/1/2016	2/12/2016	3	42	126	Health & Saf. Code, sec. 25284(a)(1)
				TOTALS:	4036	7301	

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Violation Type	Facility Address	Start Date	End Date	Number of USTs	Days of Violation	Number of USTs x Days of Violations	Citation
Failed to Test and Certify UST Monitoring Equipment	913 Emerald Bay Road South Lake Tahoe, CA	6/1/2011	6/15/2011	2	14	28	Cal. Code Regs., tit. 23, sec. 2638
	913 Emerald Bay Road South Lake Tahoe, CA	6/1/2014	6/4/2014	2	3	6	Cal. Code Regs., tit. 23, sec. 2638
Failed to Construct, Operate, and Maintain Secondary Containment Systems	913 Emerald Bay Road South Lake Tahoe, CA	3/2/2010	3/19/2010	2	17	34	Health & Saf. Code, secs. 25290.1(c)(2), 25290.2(c)(2), 25291(a)(2)
Failed to Test Secondary Containment Systems	913 Emerald Bay Road South Lake Tahoe, CA	7/1/2009	3/2/2010	2	244	488	Cal. Code Regs., tit. 23, sec. 2637
	913 Emerald Bay Road South Lake Tahoe, CA	4/1/2013	5/22/2013	2	51	102	Cal. Code Regs., tit. 23, sec. 2637
	913 Emerald Bay Road South Lake Tahoe, CA	6/1/2016	9/8/2016	2	99	198	Cal. Code Regs., tit. 23, sec. 2637

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Violation Type	Facility Address	Start Date	End Date	Number of USTs	Days of Violation	Number of USTs x Days of Violations	Citation
Failed to Maintain an UST Monitoring System Capable of Detecting an Unauthorized Release at the Earliest Possible Opportunity	913 Emerald Bay Road South Lake Tahoe, CA	6/15/2011	6/25/2011	2	10	20	Health & Saf. Code secs. 25290.1(d), 25290.2(d), 25291(b), 25292(a); Cal. Code Regs., tit. 23, secs. 2630(d), 2641(a)
	913 Emerald Bay Road South Lake Tahoe, CA	6/4/2014	6/4/2014	2	1	2	Health & Saf. Code secs. 25290.1(d), 25290.2(d), 25291(b), 25292(a); Cal. Code Regs., tit. 23, secs. 2630(d), and/or 2641(a)
	913 Emerald Bay Road South Lake Tahoe, CA	3/2/2010	3/19/2010	2	17	34	Health & Saf. Code secs. 25290.1(d), 25290.2(d), 25291(b), 25292(a); Cal. Code Regs., tit. 23, secs. 2630(d), 2641(a)
	913 Emerald Bay Road South Lake Tahoe, CA	6/12/2015	6/12/2015	2	1	2	Health & Saf. Code secs. 25290.1(d), 25290.2(d), 25291(b), 25292(a); Cal. Code Regs., tit. 23, secs. 2630(d), 2641(a)
	913 Emerald Bay Road South Lake Tahoe, CA	6/12/2015	6/12/2015	2	1	2	Health & Saf. Code secs. 25290.1(d), 25290.2(d), 25291(b), 25292(a); Cal. Code Regs., tit. 23, secs. 2630(d), 2641(a)
Failed to Maintain USTs in a Manner to Prevent Releases Due to Spills During Product Delivery	913 Emerald Bay Road South Lake Tahoe, CA	6/12/2015	6/12/2015	2	1	2	Cal. Code Regs., tit. 23, sec. 2635(b)

VIOLATIONS SUMMARY
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Violation Type	Facility Address	Start Date	End Date	Number of USTs	Days of Violation	Number of USTs x Days of Violations	Citation
Failed to Ensure that a Qualified Designated UST Operator Perform Monthly Visual Inspections of Every UST System	913 Emerald Bay Road South Lake Tahoe, CA	2/1/2010	2/28/2010	2	27	54	Cal. Code Regs., tit. 23, sec. 2715(c)
Failed to Provide, Maintain or Update the Operating Permit Application, Including the Facility and Tank Information	913 Emerald Bay Road South Lake Tahoe, CA	5/28/2009	11/9/2009	1	165	165	Health & Saf. Code, sec. 25286(a); Cal. Code Regs., tit. 23, sec. 2711(a)

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Violation Type	Facility Address	Start Date	End Date	Number of USTs	Days of Violation	Number of USTs x Days of Violations	Citation
Failed to Retain Copies of the Permit and all Conditions and Attachments, Including Monitoring Plan, at the Facility	913 Emerald Bay Road South Lake Tahoe, CA	6/15/2011	6/15/2011	1	1	1	Cal. Code Regs., tit. 23, sec. 2712(i)
	913 Emerald Bay Road South Lake Tahoe, CA	6/15/2011	7/18/2011	1	33	33	Cal. Code Regs., tit. 23, sec. 2712(i)
	913 Emerald Bay Road South Lake Tahoe, CA	5/11/2012	5/11/2012	1	1	1	Cal. Code Regs., tit. 23, sec. 2712(i)
	913 Emerald Bay Road South Lake Tahoe, CA	5/22/2013	6/4/2014	1	378	378	Cal. Code Regs., tit. 23, sec. 2712(i)
	913 Emerald Bay Road South Lake Tahoe, CA	6/15/2011	6/15/2011	1	1	1	Cal. Code Regs., tit. 23, sec. 2712(i)
Failed to Obtain a Permit to Operating UST System	913 Emerald Bay Road South Lake Tahoe, CA	7/1/2011	1/9/2012	2	192	384	Health & Saf. Code, sec. 25284(a)(1)
	913 Emerald Bay Road South Lake Tahoe, CA	7/1/2015	9/14/2016	2	441	882	Health & Saf. Code, sec. 25284(a)(1)
Failed to Maintain Monitoring, Maintenance, and/or Designated UST Operator Inspection Records	913 Emerald Bay Road South Lake Tahoe, CA	7/12/2017	9/15/2017	1	65	65	Health & Saf. Code, sec. 25293; Cal. Code Regs., tit. 23, secs. 2712(b), 2715(e)

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Violation Type	Facility Address	Start Date	End Date	Number of USTs	Days of Violation	Number of USTs x Days of Violations	Citation
Failed to Ensure that a Qualified Designated UST Operator Conduct Employee Training, Failed to Retain Training Records	913 Emerald Bay Road South Lake Tahoe, CA	6/12/2015	6/29/2016	1	383	383	Cal. Code Regs., tit. 23, sec. 2715(f)
	913 Emerald Bay Road South Lake Tahoe, CA	7/12/2017	9/15/2017	1	65	65	Cal. Code Regs., tit. 23, sec. 2715(f)
Failure to Submit a Copy of the Secondary Containment Test Report and/or a Completed Monitoring System Certification Form to Local Agency Within 30 Days	913 Emerald Bay Road South Lake Tahoe, CA	6/21/2013	6/27/2013	1	6	6	Cal. Code Regs., tit. 23, secs. 2637(e) and 2638(d)
	913 Emerald Bay Road South Lake Tahoe, CA	6/21/2013	6/27/2013	1	6	6	Cal. Code Regs., tit. 23, secs. 2637(e) and 2638(d)
	913 Emerald Bay Road South Lake Tahoe, CA	4/10/2016	9/9/2016	2	152	304	Cal. Code Regs., tit. 23, secs. 2637(e) and 2638(d)
Failed to Maintain Primary Containment	913 Emerald Bay Road South Lake Tahoe, CA	7/12/2017	7/12/2017	2	1	2	Health & Saf. Code, secs. 25290.1(c)(1), 25290.2(c)(1), 25291(a)(1); Cal. Code Regs., tit. 23, secs. 2631(a), 2712(j)
TOTALS:					2403	3702	

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Violation Type	Facility Address	Start Date	End Date	Number of USTs	Days of Violation	Number of USTs x Days of Violations	Citation
Failed to Install and/or Maintain Automatic Line Leak Detectors	8070 North Lake Boulevard Kings Beach, CA	1/19/2011	1/28/2011	2	9	18	Health & Saf. Code secs. 25290.1(h), 25290.2(g), 25291(f), 25292(e)(1); Cal. Code Regs., tit. 23, secs. 2636(f)(2), 2643(c)(1)
	8070 North Lake Boulevard Kings Beach, CA	2/28/2013	3/11/2013	1	11	11	Health & Saf. Code secs. 25290.1(h), 25290.2(g), 25291(f), 25292(e)(1); Cal. Code Regs., tit. 23, secs. 2636(f)(2), 2643(c)(1)
	8070 North Lake Boulevard Kings Beach, CA	3/12/2015	3/12/2015	1	1	1	Health & Saf. Code secs. 25290.1(h), 25290.2(g), 25291(f), 25292(e)(1); Cal. Code Regs., tit. 23, secs. 2636(f)(2), 2643(c)(1)
Failed to Test and Certify UST Monitoring Equipment	8070 North Lake Boulevard Kings Beach, CA	12/1/2009	1/28/2010	3	58	174	Cal. Code Regs., tit. 23, sec. 2638, 2641(j)
Failed to Maintain Evidence of Financial Responsibility	8070 North Lake Boulevard Kings Beach, CA	3/22/2014	4/1/2015	1	375	375	Health & Saf. Code, sec. 25292.2
	8070 North Lake Boulevard Kings Beach, CA	1/17/2012	2/28/2012	1	42	42	Health & Saf. Code, sec. 25292.2
	8070 North Lake Boulevard Kings Beach, CA	2/28/2013	3/25/2013	1	25	25	Health & Saf. Code, sec. 25292.2
	8070 North Lake Boulevard Kings Beach, CA	3/13/2018	3/13/2018	1	1	1	Health & Saf. Code, sec. 25292.2

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Violation Type	Facility Address	Start Date	End Date	Number of USTs	Days of Violation	Number of USTs x Days of Violations	Citation
Failed to Construct, Operate, and Maintain Secondary Containment Systems	8070 North Lake Boulevard Kings Beach, CA	3/12/2015	3/12/2015	3	1	3	Health & Saf. Code, secs. 25290.1(c)(2), 25290.2(c)(2), 25291(a)(2)
	8070 North Lake Boulevard Kings Beach, CA	3/12/2015	4/24/2015	3	42	126	Health & Saf. Code, secs. 25290.1(c)(2), 25290.2(c)(2), 25291(a)(2)
Failed to Test Secondary Containment Systems	8070 North Lake Boulevard Kings Beach, CA	12/1/2011	12/30/2011	3	29	87	Cal. Code Regs., tit. 23, sec. 2637, 2662(c)
	8070 North Lake Boulevard Kings Beach, CA	1/1/2015	3/12/2015	3	70	210	Cal. Code Regs., tit. 23, sec. 2637, 2662(c)

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Violation Type	Facility Address	Start Date	End Date	Number of USTs	Days of Violation	Number of USTs x Days of Violations	Citation
Failed to Maintain an UST Monitoring System Capable of Detecting an Unauthorized Release at the Earliest Possible Opportunity	8070 North Lake Boulevard Kings Beach, CA	1/19/2011	1/19/2011	3	1	3	Health & Saf. Code secs. 25290.1(d), 25290.2(d), 25291(b), 25292(a); Cal. Code Regs., tit. 23, secs. 2630(d), 2641(a)
	8070 North Lake Boulevard Kings Beach, CA	3/6/2014	3/6/2014	1	1	1	Health & Saf. Code secs. 25290.1(d), 25290.2(d), 25291(b), 25292(a); Cal. Code Regs., tit. 23, secs. 2630(d), 2641(a)
	8070 North Lake Boulevard Kings Beach, CA	3/12/2015	3/12/2015	2	1	2	Health & Saf. Code secs. 25290.1(d), 25290.2(d), 25291(b), 25292(a); Cal. Code Regs., tit. 23, secs. 2630(d), 2641(a)
	8070 North Lake Boulevard Kings Beach, CA	2/28/2013	2/28/2013	1	1	1	Health & Saf. Code secs. 25290.1(d), 25290.2(d), 25291(b), 25292(a); Cal. Code Regs., tit. 23, secs. 2630(d), 2641(a)
	8070 North Lake Boulevard Kings Beach, CA	3/6/2014	4/11/2014	1	36	36	Health & Saf. Code secs. 25290.1(d), 25290.2(d), 25291(b), 25292(a); Cal. Code Regs., tit. 23, secs. 2630(d), 2641(a)
	8070 North Lake Boulevard Kings Beach, CA	3/12/2015	4/3/2015	3	22	66	Health & Saf. Code secs. 25290.1(d), 25290.2(d), 25291(b), 25292(a); Cal. Code Regs., tit. 23, secs. 2630(d), 2641(a)
	8070 North Lake Boulevard Kings Beach, CA	1/10/2016	3/4/2016	1	54	54	Health & Saf. Code secs. 25290.1(d), 25290.2(d), 25291(b), 25292(a); Cal. Code Regs., tit. 23, secs. 2630(d), 2641(a)

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Violation Type	Facility Address	Start Date	End Date	Number of USTs	Days of Violation	Number of USTs x Days of Violations	Citation
Failed to Maintain an UST Monitoring System Capable of Detecting an Unauthorized Release at the Earliest Possible Opportunity (continued)	8070 North Lake Boulevard Kings Beach, CA	12/23/2015	3/4/2016	1	72	72	Health & Saf. Code secs. 25290.1(d), 25290.2(d), 25291(b), 25292(a); Cal. Code Regs., tit. 23, secs. 2630(d), 2641(a)
	8070 North Lake Boulevard Kings Beach, CA	12/23/2015	3/17/2016	1	85	85	Health & Saf. Code secs. 25290.1(d), 25290.2(d), 25291(b), 25292(a); Cal. Code Regs., tit. 23, secs. 2630(d), 2641(a)
	8070 North Lake Boulevard Kings Beach, CA	3/4/2016	3/4/2016	2	1	2	Health & Saf. Code secs. 25290.1(d), 25290.2(d), 25291(b), 25292(a); Cal. Code Regs., tit. 23, secs. 2630(d), 2641(a)
	8070 North Lake Boulevard Kings Beach, CA	3/25/2016	3/25/2016	1	1	1	Health & Saf. Code secs. 25290.1(d), 25290.2(d), 25291(b), 25292(a); Cal. Code Regs., tit. 23, secs. 2630(d), 2641(a)
	8070 North Lake Boulevard Kings Beach, CA	3/15/2017	3/15/2017	1	1	1	Health & Saf. Code secs. 25290.1(d), 25290.2(d), 25291(b), 25292(a); Cal. Code Regs., tit. 23, secs. 2630(d), 2641(a)

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Violation Type	Facility Address	Start Date	End Date	Number of USTs	Days of Violation	Number of USTs x Days of Violations	Citation
Failed to Maintain an UST Monitoring System Capable of Detecting an Unauthorized Release at the Earliest Possible Opportunity (continued)	8070 North Lake Boulevard Kings Beach, CA	3/13/2018	3/13/2018	2	1	2	Health & Saf. Code secs. 25290.1(d), 25290.2(d), 25291(b), 25292(a); Cal. Code Regs., tit. 23, secs. 2630(d), 2641(a)
	8070 North Lake Boulevard Kings Beach, CA	3/13/2018	3/13/2018	3	1	3	Health & Saf. Code secs. 25290.1(d), 25290.2(d), 25291(b), 25292(a); Cal. Code Regs., tit. 23, secs. 2630(d), 2641(a)
Failed to Maintain USTs in a Manner to Prevent Releases due to Spills During Product Delivery	8070 North Lake Boulevard Kings Beach, CA	3/12/2015	4/17/2015	3	36	108	Cal. Code Regs., tit. 23, secs. 2635(b), 2665
	8070 North Lake Boulevard Kings Beach, CA	3/25/2016	3/25/2016	1	1	1	Cal. Code Regs., tit. 23, secs. 2635(b), 2665
	8070 North Lake Boulevard Kings Beach, CA	3/13/2018	3/13/2018	1	1	1	Cal. Code Regs., tit. 23, secs. 2635(b), 2665

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EXHIBIT C TO THE STIPULATION FOR ENTRY OF FINAL CONSENT JUDGMENT

Violation Type	Facility Address	Start Date	End Date	Number of USTs	Days of Violation	Number of USTs x Days of Violations	Citation
Failed to Notify Local Regulatory Agencies of the Qualified Designated Operator	8070 North Lake Boulevard Kings Beach, CA	1/28/2010	4/13/2010	1	75	75	Cal. Code Regs., tit. 23, sec. 2715(a)
	8070 North Lake Boulevard Kings Beach, CA	1/17/2012	2/28/2012	1	42	42	Cal. Code Regs., tit. 23, sec. 2715(a)
	8070 North Lake Boulevard Kings Beach, CA	3/6/2014	3/17/2015	1	376	376	Cal. Code Regs., tit. 23, sec. 2715(a)
	8070 North Lake Boulevard Kings Beach, CA	3/25/2016	4/5/2016	3	11	33	Cal. Code Regs., tit. 23, sec. 2715(a)
	8070 North Lake Boulevard Kings Beach, CA	12/29/2016	3/15/2017	3	76	228	Cal. Code Regs., tit. 23, sec. 2715(a)

VIOLATIONS SUMMARY
EXHIBIT C TO THE STIPULATION FOR ENTRY OF FINAL CONSENT JUDGMENT

Violation Type	Facility Address	Start Date	End Date	Number of USTs	Days of Violation	Number of USTs x Days of Violations	Citation
Failed to Ensure that a Qualified Designated UST Operator Perform Monthly Visual Inspections of Every UST System	8070 North Lake Boulevard Kings Beach, CA	11/1/2012	12/28/2012	3	56	168	Cal. Code Regs., tit. 23, sec. 2715(c)
	8070 North Lake Boulevard Kings Beach, CA	4/1/2013	4/30/2013	3	29	87	Cal. Code Regs., tit. 23, sec. 2715(c)
	8070 North Lake Boulevard Kings Beach, CA	10/1/2014	12/31/2014	3	89	267	Cal. Code Regs., tit. 23, sec. 2715(c)
	8070 North Lake Boulevard Kings Beach, CA	11/1/2017	11/30/2017	3	30	90	Cal. Code Regs., tit. 23, sec. 2715(c)

VIOLATIONS SUMMARY
EXHIBIT C TO THE STIPULATION FOR ENTRY OF FINAL CONSENT JUDGMENT

Violation Type	Facility Address	Start Date	End Date	Number of USTs	Days of Violation	Number of USTs x Days of Violations	Citation
Failed to Maintain Monitoring, Maintenance, and/or Designated UST Operator Inspection Records	8070 North Lake Boulevard Kings Beach, CA	11/1/2010	12/31/2010	1	60	60	Health & Saf. Code, sec. 25293; Cal. Code Regs., tit. 23, secs. 2712(b), 2715(e)
	8070 North Lake Boulevard Kings Beach, CA	1/17/2012	2/28/2012	1	42	42	Health & Saf. Code, sec. 25293; Cal. Code Regs., tit. 23, secs. 2712(b), 2715(e)
	8070 North Lake Boulevard Kings Beach, CA	3/12/2015	4/17/2015	1	36	36	Health & Saf. Code, sec. 25293; Cal. Code Regs., tit. 23, secs. 2712(b), 2715(e)
	8070 North Lake Boulevard Kings Beach, CA	3/25/2016	3/25/2016	3	1	3	Health & Saf. Code, sec. 25293; Cal. Code Regs., tit. 23, secs. 2712(b), 2715(e)
	8070 North Lake Boulevard Kings Beach, CA	3/13/2018	3/13/2018	3	1	3	Health & Saf. Code, sec. 25293; Cal. Code Regs., tit. 23, secs. 2712(b), 2715(e)

VIOLATIONS SUMMARY
EXHIBIT C TO THE STIPULATION FOR ENTRY OF FINAL CONSENT JUDGMENT

Violation Type	Facility Address	Start Date	End Date	Number of USTs	Days of Violation	Number of USTs x Days of Violations	Citation
Failed to Ensure that a Qualified Designated UST Operator Conduct Employee Training. Failed to Retain Training Records	8070 North Lake Boulevard Kings Beach, CA	3/12/2015	4/3/2015	1	22	22	Cal. Code Regs., tit. 23, sec. 2715(f)
	8070 North Lake Boulevard Kings Beach, CA	3/13/2018	3/13/2018	1	1	1	Cal. Code Regs., tit. 23, sec. 2715(f)
Failed to Provide, Maintain or Update the Operating Permit Application, Including the Facility and Tank Information	8070 North Lake Boulevard Kings Beach, CA	12/9/2009	3/30/2010	1	111	111	Health & Saf. Code, sec. 25286(a); Cal. Code Regs., tit. 23, sec. 2711(a)
	8070 North Lake Boulevard Kings Beach, CA	3/23/2017	8/25/2017	1	163	163	Health & Saf. Code, sec. 25286(a); Cal. Code Regs., tit. 23, sec. 2711(a)
	8070 North Lake Boulevard Kings Beach, CA	3/15/2017	8/25/2017	1	163	163	Health & Saf. Code, sec. 25286(a); Cal. Code Regs., tit. 23, sec. 2711(a)
	8070 North Lake Boulevard Kings Beach, CA	3/13/2018	3/13/2018	1	1	1	Health & Saf. Code, sec. 25286(a); Cal. Code Regs., tit. 23, sec. 2711(a)

VIOLATIONS SUMMARY
EXHIBIT C TO THE STIPULATION FOR ENTRY OF FINAL CONSENT JUDGMENT

Violation Type	Facility Address	Start Date	End Date	Number of USTs	Days of Violation	Number of USTs x Days of Violations	Citation
Failed to Retain Copies of the Permit and all Conditions and Attachments, Including Monitoring Plans, at the Facility	8070 North Lake Boulevard Kings Beach, CA	3/12/2015	4/24/2015	3	43	129	Cal. Code Regs., tit. 23, sec. 2712(i)
	8070 North Lake Boulevard Kings Beach, CA	3/22/2014	4/1/2015	1	375	375	Cal. Code Regs., tit. 23, sec. 2712(i)
	8070 North Lake Boulevard Kings Beach, CA	3/6/2014	4/23/2014	1	48	48	Cal. Code Regs., tit. 23, sec. 2712(i)
	8070 North Lake Boulevard Kings Beach, CA	3/6/2014	4/23/2014	1	48	48	Cal. Code Regs., tit. 23, sec. 2712(i)
	8070 North Lake Boulevard Kings Beach, CA	3/6/2014	4/23/2014	1	48	48	Cal. Code Regs., tit. 23, sec. 2712(i)
	8070 North Lake Boulevard Kings Beach, CA	3/13/2018	3/13/2018	1	1	1	Cal. Code Regs., tit. 23, sec. 2712(i)
	8070 North Lake Boulevard Kings Beach, CA	3/13/2018	3/13/2018	1	1	1	Cal. Code Regs., tit. 23, sec. 2712(i)

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EXHIBIT C TO THE STIPULATION FOR ENTRY OF FINAL CONSENT JUDGMENT

Violation Type	Facility Address	Start Date	End Date	Number of USTs	Days of Violation	Number of USTs x Days of Violations	Citation
Failed to Obtain a Permit to Operating UST System	8070 North Lake Boulevard Kings Beach, CA	5/28/2009	4/13/2010	3	320	960	Health & Saf. Code, sec. 25284(a)(1)
	8070 North Lake Boulevard Kings Beach, CA	4/13/2015	4/24/2015	3	11	33	Health & Saf. Code, sec. 25284(a)(1)
Failed to Affix a Tag/Sticker on Each Monitoring Equipment Component Being Certified	8070 North Lake Boulevard Kings Beach, CA	3/12/2015	3/12/2015	1	1	1	Cal. Code Regs., tit. 23, sec. 2638(f), 2641(j)
Failure to Provide Board of Equalization Number	8070 North Lake Boulevard Kings Beach, CA	5/28/2009	1/6/2012	3	953	2859	Health & Saf. Code, sec. 25286(c)(9)

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EXHIBIT C TO THE STIPULATION FOR ENTRY OF FINAL CONSENT JUDGMENT

Violation Type	Facility Address	Start Date	End Date	Number of USTs	Days of Violation	Number of USTs x Days of Violations	Citation
Failure to Maintain Plot Plan/Site Map	8070 North Lake Boulevard Kings Beach, CA	1/19/2011	4/23/2014	1	1190	1190	Health & Saf. Code, sec. 25286(a); Cal. Code Regs., tit. 23, sec. 2711(a)(8)
	8070 North Lake Boulevard Kings Beach, CA	2/26/2015	3/27/2015	1	29	29	Health & Saf. Code, sec. 25286(a); Cal. Code Regs., tit. 23, sec. 2711(a)(8)
	8070 North Lake Boulevard Kings Beach, CA	3/13/2018	3/13/2018	1	1	1	Health & Saf. Code, sec. 25286(a); Cal. Code Regs., tit. 23, sec. 2711(a)(8)
Failure to Submit a Copy of the Secondary Containment Test Report and/or a Completed Monitoring System Certification Form to Local Agency Within 30 days	8070 North Lake Boulevard Kings Beach, CA	4/15/2017	7/26/2017	3	102	306	Cal. Code Regs., tit. 23, secs. 2637(e), 2662 and 2638(d), 2641(j)
TOTALS:					5535	9511	

VIOLATIONS SUMMARY
EXHIBIT C TO THE STIPULATION FOR ENTRY OF FINAL CONSENT JUDGMENT

Violation Type	Facility Address	Start Date	End Date	Number of USTs	Days of Violation	Number of USTs x Days of Violations	Citation
Failed install and/or Maintain Automatic Line Leak Detectors	4300 Watt Avenue Sacramento, CA	8/11/2010	8/11/2010	1	1	1	Health & Saf. Code secs. 25290.1(h), 25290.2(g), 25291(f), 25292(e)(1); Cal. Code Regs., tit. 23, secs. 2636(f)(2), 2643(c)(1)
Failed to Test and Certify UST Monitoring Equipment	4300 Watt Avenue Sacramento, CA	5/28/2009	8/4/2009	2	68	136	Cal. Code Regs., tit. 23, sec. 2638
Failed to Maintain Evidence of Financial Responsibility	4300 Watt Avenue Sacramento, CA	8/9/2011	8/9/2011	1	1	1	Health & Saf. Code, sec. 25292.2(a)
	4300 Watt Avenue Sacramento, CA	8/22/2013	1/15/2014	1	146	146	Health & Saf. Code, sec. 25292.2(a)
	4300 Watt Avenue Sacramento, CA	8/18/2016	9/15/2017	1	393	393	Health & Saf. Code, sec. 25292.2(a)

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Violation Type	Facility Address	Start Date	End Date	Number of USTs	Days of Violation	Number of USTs x Days of Violations	Citation
Failed to Construct, Operate, and Maintain Secondary Containment Systems	4300 Watt Avenue Sacramento, CA	5/28/2009	4/17/2013	1	1420	1420	Health & Saf. Code, secs. 25290.1(c)(2), 25290.2(c)(2), 25291(a)(2)
	4300 Watt Avenue Sacramento, CA	4/17/2013	10/15/2013	2	181	362	Health & Saf. Code, secs. 25290.1(c)(2), 25290.2(c)(2), 25291(a)(2)
	4300 Watt Avenue Sacramento, CA	7/8/2016	3/1/2017	2	236	472	Health & Saf. Code, secs. 25290.1(c)(2), 25290.2(c)(2), 25291(a)(2)
	4300 Watt Avenue Sacramento, CA	7/8/2016	3/9/2017	2	244	488	Health & Saf. Code, secs. 25290.1(c)(2), 25290.2(c)(2), 25291(a)(2)
Failed to Test Secondary Containment Systems	4300 Watt Avenue Sacramento, CA	5/28/2009	8/4/2009	2	68	136	Cal. Code Regs., tit. 23, sec. 2637
	4300 Watt Avenue Sacramento, CA	9/1/2012	4/17/2013	2	228	456	Cal. Code Regs., tit. 23, sec. 2637
	4300 Watt Avenue Sacramento, CA	5/1/2016	7/8/2016	2	68	136	Cal. Code Regs., tit. 23, sec. 2637

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Violation Type	Facility Address	Start Date	End Date	Number of USTs	Days of Violation	Number of USTs x Days of Violations	Citation
Failed to Maintain an UST Monitoring System Capable of Detecting an Unauthorized Release at the Earliest Possible Opportunity	4300 Watt Avenue Sacramento, CA	7/29/2009	7/29/2009	2	1	2	Health & Saf. Code secs. 25290.1(d), 25290.2(d), 25291(b), 25292(a); Cal. Code Regs., tit. 23, secs. 2630(d), 2641(a)
	4300 Watt Avenue Sacramento, CA	8/11/2010	8/11/2010	1	1	1	Health & Saf. Code secs. 25290.1(d), 25290.2(d), 25291(b), 25292(a); Cal. Code Regs., tit. 23, secs. 2630(d), 2641(a)
	4300 Watt Avenue Sacramento, CA	8/7/2012	8/7/2012	1	1	1	Health & Saf. Code secs. 25290.1(d), 25290.2(d), 25291(b), 25292(a); Cal. Code Regs., tit. 23, secs. 2630(d), 2641(a)
	4300 Watt Avenue Sacramento, CA	9/3/2014	9/3/2014	2	1	2	Health & Saf. Code secs. 25290.1(d), 25290.2(d), 25291(b), 25292(a); Cal. Code Regs., tit. 23, secs. 2630(d), 2641(a)
	4300 Watt Avenue Sacramento, CA	8/24/2015	8/24/2015	2	1	2	Health & Saf. Code secs. 25290.1(d), 25290.2(d), 25291(b), 25292(a); Cal. Code Regs., tit. 23, secs. 2630(d), 2641(a)
	4300 Watt Avenue Sacramento, CA	8/24/2015	8/24/2015	1	1	1	Health & Saf. Code secs. 25290.1(d), 25290.2(d), 25291(b), 25292(a); Cal. Code Regs., tit. 23, secs. 2630(d), 2641(a)
	4300 Watt Avenue Sacramento, CA	8/18/2016	8/18/2016	2	1	2	Health & Saf. Code secs. 25290.1(d), 25290.2(d), 25291(b), 25292(a); Cal. Code Regs., tit. 23, secs. 2630(d), 2641(a)
Failed to Maintain USTs in a Manner to Prevent Releases Due to Spills During Product Delivery	4300 Watt Avenue Sacramento, CA	8/22/2013	10/17/2013	2	56	112	Cal. Code Regs., tit. 23, secs. 2635(b)

VIOLATIONS SUMMARY
EXHIBIT C TO THE STIPULATION FOR ENTRY OF FINAL CONSENT JUDGMENT

Violation Type	Facility Address	Start Date	End Date	Number of USTs	Days of Violation	Number of USTs x Days of Violations	Citation
Failed to Notify Local Regulatory Agencies of the Qualified Designated UST Operator	4300 Watt Avenue Sacramento, CA	5/28/2009	10/23/2009	1	148	148	Cal. Code Regs., tit. 23, sec. 2715(a)
	4300 Watt Avenue Sacramento, CA	8/7/2012	10/1/2012	1	55	55	Cal. Code Regs., tit. 23, sec. 2715(a)
	4300 Watt Avenue Sacramento, CA	8/22/2013	2/14/2014	2	176	352	Cal. Code Regs., tit. 23, sec. 2715(a)
	4300 Watt Avenue Sacramento, CA	8/18/2016	8/24/2016	2	6	12	Cal. Code Regs., tit. 23, sec. 2715(a)
Failed to Ensure that a Qualified Designated UST Operator Perform Monthly Visual Inspections of Every UST System	4300 Watt Avenue Sacramento, CA	8/24/2015	8/24/2015	2	1	2	Cal. Code Regs., tit. 23, sec. 2715(c)

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EXHIBIT C TO THE STIPULATION FOR ENTRY OF FINAL CONSENT JUDGMENT

Violation Type	Facility Address	Start Date	End Date	Number of USTs	Days of Violation	Number of USTs x Days of Violations	Citation
Failed to Maintain Monitoring, Maintenance, and/or Designated UST Operator Inspection Records	4300 Watt Avenue Sacramento, CA	5/28/2009	8/4/2009	1	68	68	Health & Saf. Code, sec. 25293; Cal. Code Regs., tit. 23, secs. 2712(b), 2715(e)
	4300 Watt Avenue Sacramento, CA	5/28/2009	8/4/2009	2	68	136	Health & Saf. Code, sec. 25293; Cal. Code Regs., tit. 23, secs. 2712(b), 2715(e)
	4300 Watt Avenue Sacramento, CA	8/9/2011	8/29/2011	1	20	20	Health & Saf. Code, sec. 25293; Cal. Code Regs., tit. 23, secs. 2712(b), 2715(e)
	4300 Watt Avenue Sacramento, CA	8/24/2015	8/30/2015	1	6	6	Health & Saf. Code, sec. 25293; Cal. Code Regs., tit. 23, secs. 2712(b), 2715(e)
Failed to Implement an Approved Monitoring Plan	4300 Watt Avenue Sacramento, CA	5/28/2009	11/2/2009	1	158	158	Cal. Code Regs., tit. 23, secs. 2632(b) and (d), 2634(d) and (e), and 2641(g) and (h)
	4300 Watt Avenue Sacramento, CA	8/22/2013	3/10/2015	1	565	565	Cal. Code Regs., tit. 23, secs. 2632(b) and (d), 2634(d) and (e), and 2641(g) and (h)

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Violation Type	Facility Address	Start Date	End Date	Number of USTs	Days of Violation	Number of USTs x Days of Violations	Citation
Failed to Maintain an Unauthorized Release Response Plan	4300 Watt Avenue Sacramento, CA	5/28/2009	6/23/2009	1	26	26	Cal. Code Regs., tit. 23, secs. 2632(d)(2), 2634(e), and 2641(h)
Failure to Maintain an Owner/Operator Agreement	4300 Watt Avenue Sacramento, CA	8/14/2017	9/15/2017	1	32	32	Health & Saf. Code, sec. 25284(a)(3); Cal. Code Regs., tit. 23, sec. 2620(b)
Failed to Provide, Maintain or Update the Operating Permit Application, Including the Facility and Tank Information	4300 Watt Avenue Sacramento, CA	8/11/2010	8/20/2010	1	9	9	Health & Saf. Code, sec. 25286(a); Cal. Code Regs., tit. 23, sec. 2711(a)
	4300 Watt Avenue Sacramento, CA	8/22/2013	3/10/2015	1	565	565	Health & Saf. Code, sec. 25286(a); Cal. Code Regs., tit. 23, sec. 2711(a)
Failed to Obtain a Permit to Operate an UST System	4300 Watt Avenue Sacramento, CA	8/9/2011	10/11/2011	2	63	126	Health & Saf. Code, sec. 25284(a)(1)
	4300 Watt Avenue Sacramento, CA	5/20/2011	8/21/2013	2	458	916	Health & Saf. Code, sec. 25284(a)(1)
Failed to Provide Board of Equalization Number	4300 Watt Avenue Sacramento, CA	1/15/2014	3/10/2015	2	419	838	Health & Saf. Code, sec. 25286(c)(9)

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Violation Type	Facility Address	Start Date	End Date	Number of USTs	Days of Violation	Number of USTs x Days of Violations	Citation
Failed to Maintain Plot Plan/Site Map	4300 Watt Avenue Sacramento, CA	1/15/2014	3/10/2015	1	419	419	Health & Saf. Code, sec. 25286(a); Cal. Code Regs., tit. 23, sec. 2711(a)(8)
	4300 Watt Avenue Sacramento, CA	8/14/2017	9/15/2017	1	32	32	Health & Saf. Code, sec. 25286(a); Cal. Code Regs., tit. 23, sec. 2711(a)(8)
Failure to Submit a Copy of the Secondary Containment Test Report and/or a Completed Monitoring System Certification Form to Local Agency Within 30 Days	4300 Watt Avenue Sacramento, CA	4/1/2017	9/25/2017	1	177	177	Cal. Code Regs., tit. 23, secs. 2637(e) and 2638(d)
Tampering with Leak Detection Equipment	4300 Watt Avenue Sacramento, CA	8/22/2013	8/22/2013	2	1	2	Health & Saf. Code sec. 25299(a)(9)
TOTALS:					6589	8934	

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Violation Type	Facility Address	Start Date	End Date	Number of USTs	Days of Violation	Number of USTs x Days of Violations	Citation
Failed to Install and/or Maintain Automatic Line Leak Detectors	6421 Capitol Avenue Lodi, CA	7/26/2011	8/16/2011	1	21	21	Health & Saf. Code secs. 25290.1(h), 25290.2(g), 25291(f), 25292(e)(1); Cal. Code Regs., tit. 23, secs. 2636(f)(2), 2643(c)(1)
	6421 Capitol Avenue Lodi, CA	9/28/2012	2/22/2013	1	147	147	Health & Saf. Code secs. 25290.1(h), 25290.2(g), 25291(f), 25292(e)(1); Cal. Code Regs., tit. 23, secs. 2636(f)(2), 2643(c)(1)
	6421 Capitol Avenue Lodi, CA	9/4/2013	9/18/2014	2	379	758	Health & Saf. Code secs. 25290.1(h), 25290.2(g), 25291(f), 25292(e)(1); Cal. Code Regs., tit. 23, secs. 2636(f)(2), 2643(c)(1)
	6421 Capitol Avenue Lodi, CA	9/24/2014	9/24/2014	2	1	2	Health & Saf. Code secs. 25290.1(h), 25290.2(g), 25291(f), 25292(e)(1); Cal. Code Regs., tit. 23, secs. 2636(f)(2), 2643(c)(1)
Failed to Test and Certify UST Monitoring Equipment	6421 Capitol Avenue Lodi, CA	8/1/2012	9/28/2012	4	58	232	Cal. Code Regs., tit. 23, sec. 2638

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Violation Type	Facility Address	Start Date	End Date	Number of USTs	Days of Violation	Number of USTs x Days of Violations	Citation
Failed to Maintain Evidence of Financial Responsibility	6421 Capitol Avenue Lodi, CA	9/4/2012	9/16/2014	1	742	742	Health & Saf. Code, sec. 25292.2
	6421 Capitol Avenue Lodi, CA	9/26/2016	9/28/2016	1	2	2	Health & Saf. Code, sec. 25292.2
Failed to Test Secondary Containment Systems	6421 Capitol Avenue Lodi, CA	7/10/2009	12/7/2009	4	150	600	Cal. Code Regs., tit. 23, sec. 2637
	6421 Capitol Avenue Lodi, CA	1/1/2013	1/4/2013	4	3	12	Cal. Code Regs., tit. 23, sec. 2637

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Violation Type	Facility Address	Start Date	End Date	Number of USTs	Days of Violation	Number of USTs x Days of Violations	Citation
Failed to Maintain an UST Monitoring System Capable of Detecting an Unauthorized Release at the Earliest Possible Opportunity	6421 Capitol Avenue Lodi, CA	7/28/2010	7/28/2010	1	1	1	Health & Saf. Code secs. 25290.1(d), 25290.2(d), 25291(b), 25292(a); Cal. Code Regs., tit. 23, secs. 2630(d), 2641(a)
	6421 Capitol Avenue Lodi, CA	9/1/2011	2/22/2013	1	540	540	Health & Saf. Code secs. 25290.1(d), 25290.2(d), 25291(b), 25292(a); Cal. Code Regs., tit. 23, secs. 2630(d), 2641(a)
	6421 Capitol Avenue Lodi, CA	9/28/2012	2/22/2013	1	147	147	Health & Saf. Code secs. 25290.1(d), 25290.2(d), 25291(b), 25292(a); Cal. Code Regs., tit. 23, secs. 2630(d), 2641(a)
	6421 Capitol Avenue Lodi, CA	9/26/2016	9/26/2016	1	1	1	Health & Saf. Code secs. 25290.1(d), 25290.2(d), 25291(b), 25292(a); Cal. Code Regs., tit. 23, secs. 2630(d), 2641(a)
	6421 Capitol Avenue Lodi, CA	9/26/2017	12/12/2017	1	77	77	Health & Saf. Code secs. 25290.1(d), 25290.2(d), 25291(b), 25292(a); Cal. Code Regs., tit. 23, secs. 2630(d), 2641(a)

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Violation Type	Facility Address	Start Date	End Date	Number of USTs	Days of Violation	Number of USTs x Days of Violations	Citation
Failed to Maintain USTs in a Manner to Prevent Releases Due to Spills During Product Delivery	6421 Capitol Avenue Lodi, CA	9/28/2012	9/4/2013	1	341	341	Cal. Code Regs., tit. 23, secs. 2635(b)
	6421 Capitol Avenue Lodi, CA	9/24/2014	11/10/2014	1	47	47	Cal. Code Regs., tit. 23, secs. 2635(b)
	6421 Capitol Avenue Lodi, CA	9/26/2016	9/26/2016	1	1	1	Cal. Code Regs., tit. 23, secs. 2635(b)
	6421 Capitol Avenue Lodi, CA	9/26/2017	12/12/2017	1	77	77	Cal. Code Regs., tit. 23, secs. 2635(b)
	6421 Capitol Avenue Lodi, CA	9/26/2017	9/26/2017	1	1	1	Cal. Code Regs., tit. 23, secs. 2635(b)
Failed to Notify Local Regulatory Agencies of the Qualified Designated Operator	6421 Capitol Avenue Lodi, CA	9/26/2017	12/6/2017	1	71	71	Cal. Code Regs., tit. 23, sec. 2715(a)
Failed to Record or Report any Unauthorized Release from the UST, and any Spill or Overfill	6421 Capitol Avenue Lodi, CA	10/22/2009	10/23/2009	1	1	1	Health & Saf. Code secs. 25294 and 25295
	6421 Capitol Avenue Lodi, CA	9/28/2012	9/28/2012	1	1	1	Health & Saf. Code secs. 25294 and 25295
	6421 Capitol Avenue Lodi, CA	9/26/2016	10/25/2016	1	29	29	Health & Saf. Code secs. 25294 and 25295

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Violation Type	Facility Address	Start Date	End Date	Number of USTs	Days of Violation	Number of USTs x Days of Violations	Citation
Failed to Ensure that a Qualified Designated UST Operator Perform Monthly Visual Inspections of Every UST System	6421 Capitol Avenue Lodi, CA	9/13/2009	9/13/2009	1	1	1	Cal. Code Regs., tit. 23, sec. 2715(c)
	6421 Capitol Avenue Lodi, CA	6/6/2010	6/6/2010	1	1	1	Cal. Code Regs., tit. 23, sec. 2715(c)
	6421 Capitol Avenue Lodi, CA	9/24/2013	9/24/2013	1	1	1	Cal. Code Regs., tit. 23, sec. 2715(c)

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Violation Type	Facility Address	Start Date	End Date	Number of USTs	Days of Violation	Number of USTs x Days of Violations	Citation
Failed to Maintain Monitoring, Maintenance, and/or Designated UST Operator Inspection Records	6421 Capitol Avenue Lodi, CA	7/28/2010	9/14/2010	1	48	48	Health & Saf. Code, sec. 25293; Cal. Code Regs., tit. 23, secs. 2712(b), 2715(e)
	6421 Capitol Avenue Lodi, CA	9/4/2012	9/28/2012	1	24	24	Health & Saf. Code, sec. 25293; Cal. Code Regs., tit. 23, secs. 2712(b), 2715(e)
	6421 Capitol Avenue Lodi, CA	9/28/2012	9/28/2012	1	1	1	Health & Saf. Code, sec. 25293; Cal. Code Regs., tit. 23, secs. 2712(b), 2715(e)
	6421 Capitol Avenue Lodi, CA	9/4/2013	9/4/2013	1	1	1	Health & Saf. Code, sec. 25293; Cal. Code Regs., tit. 23, secs. 2712(b), 2715(e)
	6421 Capitol Avenue Lodi, CA	9/22/2015	10/15/2015	1	23	23	Health & Saf. Code, sec. 25293; Cal. Code Regs., tit. 23, secs. 2712(b), 2715(e)
	6421 Capitol Avenue Lodi, CA	9/26/2017	12/12/2017	1	77	77	Health & Saf. Code, sec. 25293; Cal. Code Regs., tit. 23, secs. 2712(b), 2715(e)
Failed to Implement an Approved Monitoring Plan	6421 Capitol Avenue Lodi, CA	9/4/2013	9/4/2013	1	1	1	Cal. Code Regs., tit. 23, secs. 2632(b) and (d), 2634(d) and (e), and 2641(g) and (h)
	6421 Capitol Avenue Lodi, CA	9/24/2014	9/24/2014	1	1	1	Cal. Code Regs., tit. 23, secs. 2632(b) and (d), 2634(d) and (e), and 2641(g) and (h)
Failed to Maintain an Unauthorized Release Response Plan	6421 Capitol Avenue Lodi, CA	9/24/2014	9/24/2014	1	1	1	Cal. Code Regs., tit. 23, secs. 2632(d)(2), 2634(e), and 2641(h)

VIOLATIONS SUMMARY
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Violation Type	Facility Address	Start Date	End Date	Number of USTs	Days of Violation	Number of USTs x Days of Violations	Citation
Failure to Maintain an Owner/Operator Agreement	6421 Capitol Avenue Lodi, CA	9/26/2017	12/31/2017	1	97	97	Health & Saf. Code, sec. 25284(a)(3); Cal. Code Regs., tit. 23, sec. 2620(b)
Failed to Provide, Maintain or Update the Operating Permit Application, Including the Facility and Tank Information	6421 Capitol Avenue Lodi, CA	9/26/2017	11/6/2017	3	41	123	Health & Saf. Code, sec. 25286(a); Cal. Code Regs., tit. 23, sec. 2711(a)

VIOLATIONS SUMMARY
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Violation Type	Facility Address	Start Date	End Date	Number of USTs	Days of Violation	Number of USTs x Days of Violations	Citation
Failed to Ensure that a Qualified Designated UST Operator Conduct Employee Training, Failed to Retain Training Records	6421 Capitol Avenue Lodi, CA	7/30/2009	8/7/2009	1	8	8	Cal. Code Regs., tit. 23, sec. 2715(f)
	6421 Capitol Avenue Lodi, CA	7/28/2010	9/14/2010	1	48	48	Cal. Code Regs., tit. 23, sec. 2715(f)
	6421 Capitol Avenue Lodi, CA	9/4/2012	9/4/2012	1	1	1	Cal. Code Regs., tit. 23, sec. 2715(f)
	6421 Capitol Avenue Lodi, CA	9/28/2012	9/28/2012	1	1	1	Cal. Code Regs., tit. 23, sec. 2715(f)
	6421 Capitol Avenue Lodi, CA	9/26/2017	12/12/2017	1	77	77	Cal. Code Regs., tit. 23, sec. 2715(f)

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Violation Type	Facility Address	Start Date	End Date	Number of USTs	Days of Violation	Number of USTs x Days of Violations	Citation
Failed to Retain Copies of the Permit and all Conditions and Attachments, Including Monitoring Plans, at the Facility	6421 Capitol Avenue Lodi, CA	7/28/2012	9/14/2012	1	48	48	Cal. Code Regs., tit. 23, sec. 2712(i)
	6421 Capitol Avenue Lodi, CA	9/4/2013	9/16/2014	1	377	377	Cal. Code Regs., tit. 23, sec. 2712(i)
	6421 Capitol Avenue Lodi, CA	9/4/2013	9/4/2013	1	1	1	Cal. Code Regs., tit. 23, sec. 2712(i)
	6421 Capitol Avenue Lodi, CA	9/22/2015	10/15/2015	1	23	23	Cal. Code Regs., tit. 23, sec. 2712(i)
Failed to Maintain Plot Plan/Site Map	6421 Capitol Avenue Lodi, CA	9/26/2017	12/6/2017	1	71	71	Health & Saf. Code, sec. 25286(a); Cal. Code Regs., tit. 23, sec. 2711(a)(8)
Failed to Submit a Copy of the Secondary Containment Test Report and/or a Completed Monitoring System Certification Form to Local Agency Within 30 Days	6421 Capitol Avenue Lodi, CA	8/30/2009	10/13/2009	1	44	44	Cal. Code Regs., tit. 23, secs. 2637(e) and 2638(d)
	6421 Capitol Avenue Lodi, CA	8/28/2010	4/22/2011	1	237	237	Cal. Code Regs., tit. 23, secs. 2637(e) and 2638(d)
	6421 Capitol Avenue Lodi, CA	8/26/2011	5/16/2012	1	264	264	Cal. Code Regs., tit. 23, secs. 2637(e) and 2638(d)
	6421 Capitol Avenue Lodi, CA	10/29/2012	1/10/2013	1	73	73	Cal. Code Regs., tit. 23, secs. 2637(e) and 2638(d)
Failure to Provide Board of Equalization Number	6421 Capitol Avenue Lodi, CA	3/7/2017	9/29/2017	4	206	824	Health & Saf. Code, sec. 25286(c)(9)
Failed to Affix a Tag/Sticker on Each Monitoring Equipment Component Being Certified	6421 Capitol Avenue Lodi, CA	9/28/2012	9/28/2012	4	1	4	Cal. Code Regs., tit. 23, sec. 2638(f)
				TOTALS:	4636	6352	

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Violation Type	Facility Address	Start Date	End Date	Number of USTs	Days of Violation	Number of USTs x Days of Violations	Citation
Failed to Install and/or Maintain Automatic Line Leak Detectors	4040 County Road 89 Dunnigan, CA	1/7/2010	1/7/2010	1	1	1	Health & Saf. Code secs. 25290.1(h), 25290.2(g), 25291(f), 25292(e)(1); Cal. Code Regs., tit. 23, secs. 2636(f)(2), 2643(c)(1)
	4040 County Road 89 Dunnigan, CA	12/14/2015	12/14/2015	1	1	1	Health & Saf. Code secs. 25290.1(h), 25290.2(g), 25291(f), 25292(e)(1); Cal. Code Regs., tit. 23, secs. 2636(f)(2), 2643(c)(1)
	4040 County Road 89 Dunnigan, CA	12/13/2016	12/13/2016	1	1	1	Health & Saf. Code secs. 25290.1(h), 25290.2(g), 25291(f), 25292(e)(1); Cal. Code Regs., tit. 23, secs. 2636(f)(2), 2643(c)(1)
	4040 County Road 89 Dunnigan, CA	12/14/2017	12/14/2017	1	1	1	Health & Saf. Code secs. 25290.1(h), 25290.2(g), 25291(f), 25292(e)(1); Cal. Code Regs., tit. 23, secs. 2636(f)(2), 2643(c)(1)
Failed to Maintain Evidence of Financial Responsibility	4040 County Road 89 Dunnigan, CA	9/25/2009	9/29/2010	1	369	369	Health & Saf. Code, sec. 25292.2(a)
	4040 County Road 89 Dunnigan, CA	11/14/2011	12/8/2011	1	24	24	Health & Saf. Code, sec. 25292.2(a)
Failed to Maintain an UST Monitoring System Capable of Detecting an Unauthorized Release at the Earliest Possible Opportunity	4040 County Road 89 Dunnigan, CA	12/16/2013	12/16/2013	1	1	1	Health & Saf. Code secs. 25290.1(d), 25290.2(d), 25291(b), 25292(a); Cal. Code Regs., tit. 23, secs. 2630(d), 2641(a)
	4040 County Road 89 Dunnigan, CA	12/14/2015	12/14/2015	1	1	1	Health & Saf. Code secs. 25290.1(d), 25290.2(d), 25291(b), 25292(a); Cal. Code Regs., tit. 23, secs. 2630(d), 2641(a)
	4040 County Road 89 Dunnigan, CA	11/11/2016	12/13/2016	1	32	32	Health & Saf. Code secs. 25290.1(d), 25290.2(d), 25291(b), 25292(a); Cal. Code Regs., tit. 23, secs. 2630(d), 2641(a)
	4040 County Road 89 Dunnigan, CA	12/13/2016	12/13/2016	3	1	3	Health & Saf. Code secs. 25290.1(d), 25290.2(d), 25291(b), 25292(a); Cal. Code Regs., tit. 23, secs. 2630(d), 2641(a)
	4040 County Road 89 Dunnigan, CA	12/13/2016	12/13/2016	3	1	3	Health & Saf. Code secs. 25290.1(d), 25290.2(d), 25291(b), 25292(a); Cal. Code Regs., tit. 23, secs. 2630(d), 2641(a)

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Violation Type	Facility Address	Start Date	End Date	Number of USTs	Days of Violation	Number of USTs x Days of Violations	Citation
Failed to Notify Local Regulatory Agencies of the Qualified Designated Operator	4040 County Road 89 Dunnigan, CA	8/1/2016	12/16/2016	3	137	411	Cal. Code Regs., tit. 23, sec. 2715(a)
Failed to Maintain Monitoring, Maintenance, and/or Designated UST Operator Inspection Records	4040 County Road 89 Dunnigan, CA	5/28/2009	9/30/2009	3	125	375	Health & Saf. Code, sec. 25293; Cal. Code Regs., tit. 23, secs. 2712(b), 2715(e)
Failed to Ensure that a Qualified Designated UST Operator Conduct Employee Training, Failed to Retain Training Records	4040 County Road 89 Dunnigan, CA	1/31/2017	8/31/2017	3	211	633	Cal. Code Regs., tit. 23, sec. 2715(f)
Failed to Implement an Approved Monitoring Plan	4040 County Road 89 Dunnigan, CA	11/14/2011	12/15/2011	1	31	31	Cal. Code Regs., tit. 23, secs. 2632(b) and (d), 2634(d) and (e), and 2641(g) and (h)
Failed to Maintain a Release Response Plan	4040 County Road 89 Dunnigan, CA	11/14/2011	12/15/2011	1	31	31	Cal. Code Regs., tit. 23, secs. 2632(d)(2), 2634(e), 2641(h)
Failure to Maintain an Owner/Operator Agreement	4040 County Road 89 Dunnigan, CA	12/17/2009	12/17/2009	1	1	1	Health & Saf. Code, sec. 25284(a)(3); Cal. Code Regs., tit. 23, sec. 2620(b)
Failed to Retain Copies of the Permit and all Conditions and Attachments, Including Monitoring Plans, at the Facility	4040 County Road 89 Dunnigan, CA	1/7/2010	1/7/2010	1	1	1	Cal. Code Regs., tit. 23, sec. 2712(i)
	4040 County Road 89 Dunnigan, CA	12/13/2016	2/16/2017	1	65	65	Cal. Code Regs., tit. 23, sec. 2712(i)

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Violation Type	Facility Address	Start Date	End Date	Number of USTs	Days of Violation	Number of USTs x Days of Violations	Citation
Failed to Obtain a Permit to Operating an UST System	4040 County Road 89 Dunnigan, CA	11/1/2009	11/1/2010	3	365	1095	Health & Saf. Code, sec. 25284(a)(1)
	4040 County Road 89 Dunnigan, CA	11/1/2011	12/15/2011	3	44	132	Health & Saf. Code, sec. 25284(a)(1)
	4040 County Road 89 Dunnigan, CA	12/11/2012	12/18/2012	3	7	21	Health & Saf. Code, sec. 25284(a)(1)
Failed to Timely Perform Annual Spill Containment Testing	4040 County Road 89 Dunnigan, CA	12/12/2013	12/16/2013	3	4	12	Health & Saf. Code, sec. 25284.2
TOTALS:					1455	3245	

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Violation Type	Facility Address	Start Date	End Date	Number of USTs	Days of Violation	Number of USTs x Days of Violations	Citation
Failed to Test and Certify UST Monitoring Equipment	28700 County Road 6 Dunnigan, CA	10/1/2009	2/10/2012	3	862	2586	Cal. Code Regs., tit. 23, sec. 2638, 2641(j)
Failed to Maintain an UST Monitoring System Capable of Detecting an Unauthorized Release at the Earliest Possible Opportunity	28700 County Road 6 Dunnigan, CA	9/21/2009	2/10/2012	3	872	2616	Health & Saf. Code secs. 25290.1(d), 25290.2(d), 25291(b), 25292(a); Cal. Code Regs., tit. 23, secs. 2630(d), 2641(a)
	28700 County Road 6 Dunnigan, CA	9/21/2009	2/10/2012	3	872	2616	Health & Saf. Code secs. 25290.1(d), 25290.2(d), 25291(b), 25292(a); Cal. Code Regs., tit. 23, secs. 2630(d), 2641(a)
Failure to Properly Close or Cease Operations of an UST System	28700 County Road 6 Dunnigan, CA	9/21/2009	1/30/2012	3	861	2583	Health & Saf. Code secs. 25298(a) and (c); Cal. Code Regs., tit. 23, secs. 2670(f), 2672
Failed to Timely Perform Annual Spill Containment Testing	28700 County Road 6 Dunnigan, CA	9/6/2009	2/10/1012	3	887	2661	Health & Saf. Code sec. 25284.2
TOTALS:					4354	13062	

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Violation Type	Facility Address	Start Date	End Date	Number of USTs	Days of Violation	Number of USTs x Days of Violations	Citation
Failed to Test and Certify UST Monitoring Equipment	4480 Chiles Road Davis, CA	1/1/2010	7/8/2010	4	188	752	Cal. Code Regs., tit. 23, sec. 2638
Failed to Maintain an UST Monitoring System Capable of Detecting an Unauthorized Release at the Earliest Possible Opportunity	4480 Chiles Road Davis, CA	5/28/2009	7/8/2010	4	406	1624	Health & Saf. Code secs. 25290.1(d), 25290.2(d), 25291(b), 25292(a); Cal. Code Regs., tit. 23, secs. 2630(d), 2641(a)
	4480 Chiles Road Davis, CA	5/28/2009	7/8/2010	4	406	1624	Health & Saf. Code secs. 25290.1(d), 25290.2(d), 25291(b), 25292(a); Cal. Code Regs., tit. 23, secs. 2630(d), 2641(a)
Failure to Properly Close or Cease Operations of an UST System	4480 Chiles Road Davis, CA	5/28/2009	7/8/2010	4	406	1624	Health & Saf. Code secs. 25298(a) and (c); Cal. Code Regs., tit. 23, secs. 2670(f), 2672
Failed to Timely Perform Annual Spill Containment Testing	4480 Chiles Road Davis, CA	12/24/2009	7/8/2010	4		784	Health & Saf. Code sec. 25284.2
					196		
TOTALS:					1602	6408	