

SETTLEMENT AGREEMENT AND MUTUAL RELEASE OF CLAIMS

This Settlement Agreement and Mutual Release of Claims (“AGREEMENT”) is entered into between the California Sportfishing Protection Alliance (“CSPA”) and Allied Waste Services of North America, LLC d/b/a Allied Waste Services of Sacramento (“AW”) (collectively, the “SETTLING PARTIES”) with respect to the following facts and objectives:

RECITALS

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

WHEREAS, AW is a subsidiary of Republic Services, Inc. and is also a Delaware Limited Liability Company, which owns and operates a hauling and collection facility, doing business as Allied Waste Services of Sacramento, Rancho Cordova Facility, located at 3326 Fitzgerald Road in Rancho Cordova, California (the “Facility”) pursuant to State Water Resources Control Board Water Quality Order No. 97-03-DWQ, National Pollutant Discharge Elimination System General Permit No. CAS000001, Waste Discharge Requirements for Discharges of Storm Water Associated with Industrial Activities Excluding Construction Activities (hereinafter, the “General Permit”). A map of the Facility is attached hereto as Exhibit A and incorporated by reference;

WHEREAS, on or about January 22, 2010, CSPA provided AW with a Notice of Violation and Intent to File Suit (“60-Day Notice Letter”) under Section 505 of the Federal Water Pollution Control Act (the “Act” or “Clean Water Act”), 33 U.S.C. § 1365;

WHEREAS, on May 6, 2010, CSPA filed its Complaint in the United States District Court for the Eastern District of California (*California Sportfishing Protection Alliance v. Republic Services, Inc.*, Case No. 2:10-cv-01122-MCE-GGH). A true and correct copy of the Complaint, including the 60-Day Notice Letter, is attached hereto as Exhibit B and incorporated by reference;

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

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

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

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

EFFECTIVE DATE

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

COMMITMENTS OF CSPA

2. **Stipulation to Dismiss and [Proposed] Order.** Within ten (10) calendar days of the expiration of the Agencies' review period specified in Paragraph 19 below, CSPA shall file a Stipulation to Dismiss and [Proposed] Order thereon pursuant to Federal Rule of Civil Procedure 41(a)(2) with the United States District Court for the Eastern District of California ("District Court"), with this AGREEMENT attached and incorporated by reference, specifying that CSPA is dismissing all claims in CSPA's Complaint. Consistent with Paragraphs 26 and 27 herein, the Stipulation to Dismiss and [Proposed] Order shall state that the District Court will maintain jurisdiction through December 13, 2014 for purposes of resolving any disputes between the SETTLING PARTIES with respect to any provision of this AGREEMENT. If the District Court chooses not to enter the Order, this AGREEMENT shall be null and void.

COMMITMENTS OF AW

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

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

5. **Additional Best Management Practices.** Within THIRTY (30) calendar days after the Effective Date, unless otherwise stated in writing, the Facility shall implement the following structural best management practices (“BMPs”) to improve the storm water pollution prevention measures at the drop inlets, outfalls, and other industrial areas at the Facility:

- a. By no later than November 1, 2011, or such later date which may mutually agreed upon in writing or established as a result of an event of *force majeure*, including without limitation delay in obtaining permits or inability to obtain permits required for installation of the treatment units, the Facility shall install two Stormceptor above ground in-line treatment system units to treat substantially all of the storm water flowing from the Facility in the two locations where Facility storm water discharges off-site into the City of Rancho Cordova underground storm drain line running parallel to the Facility along Fitzgerald Road. The locations of the units to be installed are shown on the attached Exhibit A, incorporated by reference as though fully set forth herein.
- b. The Facility shall enhance each Triton filter installed at each drop inlet at the Facility with an REM FOG - BFTG MEDIA PAK configuration. This shall include a Bioflex (BFTG) Prescreen, REM FOG Media (expanded volcanic ash media), and a Geotextile Media Pack Housing.

- c. The Facility shall design removable metal or rubber covers for all drop inlets at the Facility to prevent the accumulation of dirt, leaves and other sediment. The covers shall be placed over all drop inlets on or before July 1st at the end of each wet season, subsequent to appropriate maintenance of the filters described above. The covers shall be removed prior to the first rain event of the subsequent wet season. The covers shall be fitted to prevent such materials from entering the drop inlets and designed such that the covers will remain firmly in place while there is normal activity at the Facility.

6. **Increased Housekeeping Measures.** Within THIRTY (30) days of the EFFECTIVE DATE, the Facility shall institute the following housekeeping procedures at the Facility:

- a. To improve its sweeping program, the Facility shall do the following:
 - i. During the wet season, the Facility shall use a regenerative sweeper to conduct sweeping three times per week of the entire Facility, including the parking lot area and the parking stalls. Facility shall conduct additional sweeping as needed prior to any anticipated storm events.
 - ii. The Facility shall include a narrative description of its sweeping program in the Storm Water Pollution Prevention Plan (“SWPPP”). Sweeper operators will be provided with a log sheet attached to a clip board which will be maintained at the Facility to document the dates and times that the sweepers are operated. A sample blank log sheet will be included in the Facility’s Annual Report and the SWPPP.
- b. To reduce direct contact with storm water, the Facility shall cover all exposed scrap metal, equipment, and stored material by use of an awning structure covering such material prior to and during the wet season.

- c. To reduce direct contact with storm water, the Facility shall cover idle vehicles with a tarp or visqueen sheets to reduce the potential for infiltration of rainfall during the wet weather season;
- d. In 2011 and 2012, the Facility shall repair desiccated areas of the asphalt pavement in the parking lot to improve the surface conditions for sweeping;
- e. To improve its procedures to manage oil and grease and other fluids associated with vehicles, the Facility shall do the following:
 - i. Remove existing fluid spots and stains by means of a detergent or other cleaner;
 - ii. Implement detailed dry sweeping measures with absorbent to remove fluid drips when they are first noticed;
 - iii. Implement absorbent pads under parked out of service trucks and vehicles under repair, and idle equipment to prevent fluid drips from contacting the paved surfaces;
 - iv. Conduct additional training of all Facility personnel in oil and grease/fluid management procedures; and
 - v. Conduct weekly inspections of the Facility to ensure that all vehicles are parked in the correctly numbered spots.

7. **Monitoring.** AW agrees to perform the monitoring described herein during the 2011-2012, 2012-2013, and 2013-2014 wet seasons.

- a. The Facility shall move its current storm water sampling locations to the two locations as indicated on Exhibit A.
- b. During the 2011-2012 wet season, the Facility shall sample and analyze storm water discharges from four (4) qualifying storm events that result in

discharge consistent with the requirements and protocols set forth in the General Permit. During the 2012-2013 and 2013-2014 wet seasons, the Facility shall sample and analyze storm water discharges from three (3) qualifying storm events that result in discharge consistent with the requirements and protocols set forth in the General Permit.

- c. The Facility shall analyze each storm water sample taken in accordance with the General Permit and this Agreement for, at a minimum, total suspended solids, pH, oil and grease or total organic carbon, specific conductance, chemical oxygen demand, iron, zinc, copper, and lead.
- d. The Facility shall conduct monthly visual observations of its discharge location for at least one qualifying rain event per month that results in any discharge from the Facility. During each inspection, the Facility shall photograph the drop inlets and all storm water discharge locations.
- e. All photographs required by this Settlement Agreement shall be in color and electronically formatted. Each photograph shall be identified by date, the person taking the photograph and the location of the Facility being photographed. The title of each electronic photograph shall include, at a minimum, the date it was taken, the initials of the person taking the photograph and the location of the photographed area (for example, "2011.4.10 MRL DI-6"). On or before July 30th of each year of this agreement, all photographs required by this Settlement Agreement for the prior year shall be provided to CSPA upon request via compact disc(s).
- f. All maintenance, repair, and replacement activities relating to the Facility's storm water management program shall be recorded and described on appropriate log books or sheets. Such logs shall include, but not be limited to, filter repairs and replacements. Sample log sheets shall be included in the Facility's SWPPP. Completed logs for each wet season shall be included as part of the Facility's Annual Report submitted to the

San Francisco Bay Regional Water Quality Control Board (“Regional Board”).

8. **Revised NOI.** Within thirty (30) days of the EFFECTIVE DATE, the Facility shall submit a revised Notice of Intent for Existing Facility Operators to Comply with the Terms of the General Permit to reflect the change in the Facility’s SIC Code to 4212.

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

10. **Meet and Confer Regarding Exceedence of Levels of Potential Concern.** If analytical results of storm water samples taken by the Facility during the 2011-2012, 2012-2013, and 2013-2014 wet seasons indicate that storm water discharges from the Facility exceed the following levels of concern – Total Suspended Solids: 100 mg/L; Specific Conductance: 200 µmhos/cm; Oil & Grease: 15 mg/L or Total Organic Carbon: 120 mg/L; pH: 6.5-8.5 s.u.; Zinc: 0.117 mg/L; Iron: 1.0 mg/L; Copper: 0.0636 mg/L; Lead: 0.0816 mg/L; and Chemical Oxygen Demand: 120 mg/L – AW agrees to take responsive actions to improve its storm water management practices, including re-evaluating its structural and non-structural BMPs and considering additional BMPs aimed at reducing levels observed in storm water samples.

In furtherance of that objective, AW shall prepare a written statement (“Memorandum”) discussing:

- (1) Any exceedance or exceedances;
- (2) An explanation of the possible cause(s) and/or source(s) of any exceedance; and
- (3) Responsive actions to improve its storm water management practices, including modified or additional feasible best management practices (“BMPs”) to be considered to further reduce the possibility of future exceedance(s).

Such Memorandum shall be e-mailed and sent via first class mail to CSPA not later than July 30th following the conclusion of each wet season.

11. Any additional measures set forth in the Memorandum shall be implemented as soon as practicable, but not later than the start of the subsequent wet season, except where the SETTLING PARTIES agree in writing to defer implementation of specific measures in order to effectively meet and confer in accordance with Paragraph 10. Within thirty (30) days of implementation, Facility's SWPPP shall be amended to include all additional BMP measures designated in the Memorandum.

12. Upon receipt of the Memorandum, CSPA may review and comment on any additional measures. If requested by CSPA within thirty (30) days of receipt of such Memorandum, CSPA and the Facility shall meet and confer and conduct a site inspection within sixty (60) days after the due date of the Memorandum to discuss the contents of the Memorandum and the adequacy of proposed measures to improve the quality of the Facility's storm water to levels at or below the Levels of Concern. If within twenty-one (21) days of the parties meeting and conferring, the parties do not agree on the adequacy of the additional measures set forth in the Memorandum, the SETTLING PARTIES may agree to seek a settlement conference with the Magistrate Judge assigned to this action pursuant to Paragraphs 26 and 27 below. If the SETTLING PARTIES fail to reach agreement on additional measures, CSPA may bring a motion before the District Court consistent with Paragraphs 26 and 27 below. If CSPA does not request a meet and confer regarding the Memorandum within the twenty-one (21) day comment period provided for in this paragraph, CSPA shall waive any right to object to such Memorandum pursuant to this AGREEMENT.

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

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

one week prior written notice and coordinates the site visit for a date and time on which the Facility General Manager and Environmental Manager are able to attend and that will cause minimal disruption to the Facility's operations.

15. **Provision of Documents and Reports.** During the life of this AGREEMENT, AW shall provide CSPA with a copy of all documents submitted to the Regional Board or the State Water Resources Control Board ("State Board") concerning the Facility's storm water discharges, including but not limited to all documents and reports submitted to the Regional Board and/or State Board as required by the General Permit. Such documents and reports shall be mailed to CSPA contemporaneously with submission to such agency. Within ten business (10) days of a written request (via e-mail or regular mail) by CSPA, the Facility also shall provide CSPA a copy of all documents referenced in this AGREEMENT from the year prior to the request, including but not limited to logs, photographs, or analyses..

16. **Amendment of SWPPP and SWMP.** Within sixty (60) days of the Effective Date of this AGREEMENT, the Facility shall amend the Facility's SWPPP and the Facility's Storm Water Monitoring Plan ("SWMP") to incorporate all changes, improvements, sample log forms, and best management practices set forth in or resulting from this AGREEMENT. The Facility shall ensure that all maps, tables, and text comply with the requirements of the General Permit. The Facility shall ensure that the SWPPP describes all structural and non-structural BMPs, details the measures to be installed, and discusses why such BMPs will be effective in addressing the pollutant sources at the Facility. A copy of the amended SWPPP and SWMP shall be provided to CSPA within thirty (30) days of completion.

17. **MITIGATION PAYMENT.** In recognition of the good faith efforts by the Facility to comply with all aspects of the General Permit and the Clean Water Act, and in lieu of payment by AW of any penalties, which have been disputed but may have been assessed in this action if it had been adjudicated adverse to AW, the SETTLING PARTIES agree that AW will pay the sum of forty-five thousand dollars (\$45,000.00) to the Rose Foundation for Communities and the Environment ("Rose Foundation") for the sole purpose of providing grants to environmentally beneficial projects in Sacramento-San Joaquin Delta watershed relating to water quality improvements; provided that, the Rose Foundation accepts and agrees that it will not use

or grant any funds provided by AW to fund any Grass Roots grants, nor shall it use any AW funds to provide any grant for purpose of funding litigation against any solid waste or recycling project, nor any grant for use against RSI or any of its affiliates or subsidiaries. Payment shall be provided to the Rose Foundation as follows: Rose Foundation, 6008 College Avenue, Oakland, CA 94618, Attn: Tim Little. Payment shall be made by AW to the Rose Foundation within fifteen (15) calendar days of the District Court's entry of the Order dismissing the action described in Paragraph 2 of this AGREEMENT. AW shall copy CSPA with any correspondence and a copy of the check sent to the Rose Foundation. The Rose Foundation shall provide notice to the SETTLING PARTIES within thirty (30) days of when the funds are dispersed by the Rose Foundation, setting forth the recipient and purpose of the funds.

18. **Fees, Costs, and Expenses.** As reimbursement for CSPA's investigative, expert and attorneys' fees and costs, AW shall pay CSPA the sum of forty-three thousand five hundred dollars (\$43,500). Payment shall be made by AW within fifteen (15) calendar days of the District Court's entry of the Order dismissing the action described in Paragraph 2 of this AGREEMENT. Payment by AW to CSPA shall be made in the form of a single check payable to "Lozeau Drury LLP Attorney-Client Trust Account," and shall constitute full payment for all costs of litigation, including investigative, expert and attorneys' fees and costs incurred by CSPA that have or could have been claimed in connection with CSPA's claims, up to and including the Effective Date of this AGREEMENT.

19. **Compliance Oversight Costs:** As reimbursement for CSPA's future fees and costs that will be incurred in order for CSPA to monitor AW's compliance with this AGREEMENT and to effectively meet and confer and evaluate monitoring results for the Facility, AW agrees to reimburse CSPA for its reasonable fees and costs incurred in overseeing the implementation of this AGREEMENT up to but not exceeding five thousand (\$5,000.00) per wet season. Fees and costs reimbursable pursuant to this paragraph may include, but are not limited to, those incurred by CSPA or its counsel to conduct site inspections, review water quality sampling reports, review annual reports, discussion with representatives of AW concerning potential changes to compliance requirements, preparation and participation in meet and confer sessions and mediation, and water quality sampling. CSPA shall provide an invoice containing an itemized description for any fees and costs claimed. Up to three annual payments

(one addressing any monitoring associated with the 2011-2012 wet season, one addressing monitoring associated with the 2012-2013 wet season, and one addressing monitoring associated with the 2013-2014 wet season) shall be made payable to “Lozeau Drury LLP Attorney-Client Trust Account” within seventy (70) days of receipt of an invoice from CSPA that contains an itemized description of fees and costs incurred by CSPA to monitor implementation of the SETTLEMENT AGREEMENT during the previous twelve (12) months.

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

NO ADMISSION OR FINDING

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

MUTUAL RELEASE OF LIABILITY AND COVENANT NOT TO SUE

22. In consideration of the above, and except as otherwise provided by this AGREEMENT, the SETTLING PARTIES hereby forever and fully release each other and their respective parents, affiliates, subsidiaries, divisions, insurers, successors, assigns, and current and former employees, attorneys, officers, directors and agents from any and all claims and

demands of any kind, nature, or description whatsoever, and from any and all liabilities, damages, injuries, actions or causes of action, either at law or in equity, which the SETTLING PARTIES have against each other arising from CSPA's allegations and claims as set forth in the 60-Day Notice Letter and Complaint up to and including the Termination Date of this AGREEMENT.

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

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

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

24. For the period beginning on the Effective Date and ending on December 13, 2014, CSPA agrees that neither CSPA, its officers, executive staff, members of its governing board nor any organization under the control of CSPA, its officers, executive staff, or members of its governing board, will file any lawsuit against AW seeking relief for alleged violations of the Clean Water Act or violations of the General Permit at its facility located at 3326 Fitzgerald Road in Rancho Cordova. CSPA further agrees that, beginning on the Effective Date and ending on December 13, 2014, CSPA will not support other lawsuits, by providing financial assistance, personnel time or other affirmative actions, against AW's facility located at 3326 Fitzgerald Road in Rancho Cordova that may be proposed by other groups or individuals who would rely upon the citizen suit provision of the Clean Water Act to challenge the Facility's compliance with the Clean Water Act or the General Permit.

TERMINATION DATE OF AGREEMENT

25. This AGREEMENT shall terminate on December 13, 2014.

DISPUTE RESOLUTION PROCEDURES

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

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

BREACH OF SETTLEMENT AGREEMENT

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

GENERAL PROVISIONS

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

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

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

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

If to CSPA:

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

And to:

Michael R. Lozeau
Douglas J. Chermak
Lozeau Drury LLP
410 12th Street, Suite 250
Oakland, CA 94607
Tel: (510) 836-4200
michael@lozeaudrury.com
doug@lozeaudrury.com

If to AW:

General Manager
Allied Waste of Sacramento

3326 Fitzgerald Road
Rancho Cordova, California 95742

And to:

Scott W. Gordon
Law Offices of Scott W. Gordon
1990 N. California Blvd., Suite 940
Walnut Creek, CA 94596
swgordon@sbcglobal.net
Tel: (925) 295-3131

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

33. **Counterparts.** This AGREEMENT may be executed in any number of counterparts, all of which together shall constitute one original document. Telecopied, scanned (.pdf), and/or facsimiled copies of original signature shall be deemed to be originally executed counterparts of this AGREEMENT.

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

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

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

37. **Integration Clause.** This is an integrated AGREEMENT. This AGREEMENT is intended to be a full and complete statement of the terms of the agreement between the

SETTLING PARTIES and expressly supersedes any and all prior oral or written agreements covenants, representations and warranties (express or implied) concerning the subject matter of this AGREEMENT.

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

The SETTLING PARTIES hereby enter into this AGREEMENT.

Date: _____, 2011

ALLIED WASTE SERVICES OF NORTH
AMERICA, LLC D/B/A ALLIED WASTE
SERVICES OF SACRAMENTO

By: Tim Benter
Title: Vice President

Date: _____, 2011

CALIFORNIA SPORTFISHING PROTECTION
ALLIANCE

By: Bill Jennings
Title: Executive Director

APPROVED AS TO FORM:

For DEFENDANT

Date: _____, 2011

LAW OFFICES OF SCOTT W. GORDON

By: Scott W. Gordon, Esq.

For PLAINTIFF

Date: _____, 2011

LOZEAU DRURY LLP

By: Michael R. Lozeau, Esq.