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E-FILED 2/27/18  
JS-6

5 Attorneys for Plaintiff  
6 Our Clean Waters

8 UNITED STATES DISTRICT COURT  
9 CENTRAL DISTRICT OF CALIFORNIA

10 Our Clean Waters, a non-profit  
11 corporation,

11 Plaintiff,

12 v.

13 Valmont Industries, Inc., a Delaware  
14 corporation,

15 Defendant.

Case No.: 2:18-CV-00061

~~[PROPOSED]~~ CONSENT  
DECREE

Complaint Filed: January 3, 2018

16  
17 **CONSENT DECREE**

18 This Consent Decree ("Consent Decree") is entered into between plaintiff Our  
19 Clean Waters ("OCW") and defendant Valmont Industries, Inc. (hereafter referred  
20 to as "Calwest") (all parties collectively are referred to as the "SETTLING  
21 PARTIES") with respect to the following facts and objectives:

22 **RECITALS**

23 **WHEREAS**, OCW is a 501(c)(3) non-profit, public benefit corporation  
24 organized under the laws of the State of California, dedicated to working with  
25 communities to improve the social and natural environment.

26 **WHEREAS**, Calwest leases and operates the Calwest Galvanizing facility  
27 located at 2226 East Dominguez Street, Long Beach, CA 90810 (the "Facility").  
28

1 Through June 30, 2015, the Facility previously operated pursuant to State Water  
2 Resources Control Board Water Quality Order No. 97-03-DWQ, National Pollutant  
3 Discharge Elimination System General Permit No. CAS000001, Waste Discharge  
4 Requirements for Discharges of Storm Water Associated with Industrial Activities  
5 Excluding Construction Activities("1997 General Permit"). Beginning on July 1,  
6 2015, the Facility has operated pursuant to State Water Resources Control Board  
7 Water Quality Order No. 2014-0057-DWQ, National Pollutant Discharge  
8 Elimination System General Permit No. CAS000001 (hereinafter "2015 General  
9 Permit").

10 **WHEREAS**, on or about August 2, 2017, OCW sent a Notice of Violations  
11 and Intent to File Suit ("Notice Letter") under the Federal Water Pollution Control  
12 Act (the "Clean Water Act" or "CWA") Section 505, 33 U.S.C. § 1365, to Calwest,  
13 the Administrator of the U.S. Environmental Protection Agency ("EPA"), the  
14 Regional Administrator for Region 9 of the EPA ("Regional Administrator"), the  
15 U.S. Attorney General, the Executive Officer of the Regional Water Quality Control  
16 Board, Los Angeles Region ("Regional Water Board"), and the Executive Director  
17 of the California State Water Resources Control Board ("State Water Board");

18 **WHEREAS**, on January 3, 2018, OCW, on behalf of itself, its members and  
19 the general public, filed the complaint in the United States District Court for the  
20 Central District of California, for the above-captioned action (the "Complaint");

21 **WHEREAS**, Calwest denies and does not admit any and all of OCW's  
22 allegations and claims in the Notice Letter and Complaint, including but not limited  
23 to that the alleged exceedances of Numerical Action Levels ("NALs") constitute  
24 violations of the 2015 General Permit;

25 **WHEREAS**, OCW and Calwest, through their authorized representatives ,  
26 have chosen to resolve in full OCW's allegations in the Notice Letter and  
27 Complaint, including but not limited to all alleged violations of the 1997 General  
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1 Permit, 2015 General Permit, and the CWA, through settlement and to avoid the  
2 burden, cost and uncertainties of further litigation; and

3 **WHEREAS**, the Consent Decree is the product of good faith, arms-length  
4 negotiations and OCW and Calwest have agreed that it is in their mutual interest to  
5 enter into this Consent Decree setting forth the terms and conditions appropriate to  
6 resolving OCW's allegations set forth in the Notice Letter and Complaint.

7 **NOW, THEREFORE, IT IS HEREBY STIPULATED BETWEEN THE**  
8 **SETTLING PARTIES AND IS HEREBY ORDERED AND DECREED BY THIS**  
9 **COURT AS FOLLOWS:**

10 1. **Jurisdiction.** This Court has jurisdiction over the subject matter of this  
11 action pursuant to Section 505(a) of the Clean Water Act, 33 U.S.C. §1365(a);

12 2. **Venue.** Venue is proper in the Central District of California pursuant  
13 to Section 505(c)(1) of the Clean Water Act, 33 U.S.C. §1365(c)(1) because the  
14 Facility is located within this District;

15 3. **Effective Date.** The term "Effective Date," as used in this Consent  
16 Decree, shall mean the date that this Consent Decree is approved and entered by the  
17 Court.

18 4. **Termination Date.** The term "Termination Date" as used in this  
19 Consent Decree, shall mean the five (5) year anniversary of the Effective Date.

20 5. **Dismissal with Prejudice.** Upon approval and entry of this Consent  
21 Decree by the Court, the Complaint is dismissed with prejudice pursuant to Federal  
22 Rule of Civil Procedure § 41(a)(2).

23 6. **Retention of Jurisdiction.** The Court shall retain jurisdiction over this  
24 matter for purposes of interpreting, modifying or enforcing the terms of this Consent  
25 Decree until the Termination Date.

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**COMMITMENTS**

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7. **Compliance with General Permit.** Calwest shall operate the Facility in compliance with the applicable requirements of the 2015 General Permit and the storm water requirements of the Clean Water Act, as in effect at such time.

8. **Implemented Storm Water Controls.** Calwest shall maintain in good working order all storm water Best Management Practices (“BMPs”) at the Facility currently installed or to be installed pursuant to this Consent Decree, including but not limited to, existing housekeeping measures.

9. **Additional Best Management Practices.** Calwest shall implement the following new BMPs to improve the storm water pollution prevention measures at the Facility:

- (a) Within ninety (90) days of the Effective Date, demolish and remove the Plant 2 Baghouse near South Outfall;
- (b) Within one hundred and twenty (120) days of the Effective Date, install filter socks at storm runoff catch basins and the drainage swale, as set forth in Exhibits A and B; and
- (c) Within one hundred and eighty (180) days of the Effective Date, install a runoff treatment system on gutters, as set forth in Exhibit A.

10. **Confirmation of New BMPs.** Within two hundred and ten (210) days of the Effective Date, Calwest shall send written confirmation to OCW of the installation of the measures described above in Paragraph 9.

11. **Monitoring of Storm Water Discharges.** Calwest shall collect and analyze storm water discharges from the Facility in accordance with the 2015 General Permit, as in effect at such time. Results from the Facility’s sampling and analysis during the term of this Consent Decree shall be uploaded to the State Water Resources Control Board’s (“State Board”) Storm Water Multiple Application and

1 Report Tracking System (“SMARTS”) in accordance with the requirements of the  
2 2015 General Permit, as in effect at such time.

3 12. **Additional and Alternative Measures.** As necessary, Calwest may  
4 alter its SWPPP for the Facility, including BMPs, provided it complies with the  
5 applicable requirements of the 2015 General Permit (or the applicable industrial  
6 storm water permit in effect at such time), the storm water requirements of the Clean  
7 Water Act, or as otherwise required to comply with the law. If the Facility’s storm  
8 water sampling results indicate that storm water discharges from the Facility exceed  
9 the NALs as provided in the 2015 General Permit (unless otherwise designated by  
10 the Regional Board) or cause exceedances of applicable Receiving Water  
11 Limitations or Water Quality Standards in the Statewide Water Quality Control Plan  
12 or Regional Board Basin Plan, Calwest agrees to take responsive actions to improve  
13 its storm water management practices to address such exceedances attributable to its  
14 industrial sources, including re-evaluating its structural and non-structural BMPs  
15 and considering implementing additional BMPs aimed at reducing levels detected in  
16 storm water samples, to the extent required under the 2015 General Permit, as  
17 Calwest so reasonably determines or as directed by the Regional Board pursuant to  
18 its authority under the 2015 General Permit or by EPA under authority of the CWA,  
19 subject to and preserving Calwest’s rights to contest and appeal such directives.

20 13. **Amendment of Storm Water Pollution Prevention Plan**  
21 **(“SWPPP”).** Within sixty (60) days after the Effective Date, Calwest shall amend  
22 the Facility’s SWPPP to incorporate all changes, improvements, and BMPs set forth  
23 in or resulting from this Consent Decree. Calwest shall ensure that the SWPPP,  
24 including maps, tables, and appendices, comply with the requirements of the 2015  
25 General Permit and are uploaded to the SMARTs with such information as required  
26 under the 2015 General Permit.

27 14. **Environmental Project.** In recognition of the good faith efforts by  
28 Calwest to comply with all aspects of the General Permits and the Clean Water Act,

1 and in lieu of payment by Calwest of any penalties, which have been disputed by  
2 Calwest, the SETTLING PARTIES agree that Calwest shall pay the sum of  
3 \$6,500.00 to the Rose Foundation for Communities and the Environment (“Rose  
4 Foundation”), a tax-exempt organization under Section 501(c)(3) of the Internal  
5 Revenue Code, for the sole purpose of providing environmentally beneficial projects  
6 relating to water quality improvements in the Los Angeles River Reach 2  
7 watershed. Payment shall be mailed to: Rose Foundation, 1970 Broadway, #600,  
8 Oakland, CA 94612-2218, Attn: Tim Little, Executive Director (Tax ID number: 94-  
9 3179772). Payment shall be made by Calwest to Rose Foundation within ten (10)  
10 calendar days of the Effective Date. Calwest shall copy counsel for OCW on the  
11 correspondence to the Rose Foundation conveying the payment.

12 15. **Reimbursement for OCW Fees, Costs, and Expenses.** In recognition  
13 of the good faith efforts by Calwest to comply with all aspects of the General  
14 Permits and the Clean Water Act, and in lieu of payment by Calwest of any  
15 penalties, which have been disputed by Calwest, the SETTLING PARTIES agree  
16 that Calwest shall pay the sum of \$46,500.00 to OCW for reimbursement of any and  
17 all administrative, out of pocket, consulting, filing and legal and expert fees. In  
18 addition, such payment will constitute funding to OCW for any monitoring or  
19 enforcement of this Consent Decree through the Termination Date. Payment shall  
20 be made to Levitt Law, APC – Client Trust (Tax ID number: 45-4603213) and  
21 mailed to Levitt Law, APC – Client Trust, as follows: 311 Main Street, #8, Seal  
22 Beach, CA 90740. Payment shall be made by Calwest to OCW within ten (10)  
23 calendar days of the Effective Date. Except as set forth in this Paragraph 15, the  
24 SETTLING PARTIES shall each bear their own costs, expenses and attorney’s fees,  
25 including all costs of litigation, court costs, investigative, expert and attorneys’ fees,  
26 and any other costs incurred that have or could have been claimed in connection  
27 with the Notice, Complaint, and Consent Decree, up to, including and after the  
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1 Court's entry of this Consent Decree and for implementation, monitoring and  
2 enforcement thereof.

3  
4 16. **Review by Agencies and Court Approval.** Within five (5) days of  
5 filing the Complaint, OCW shall serve a copy of this Consent Decree to the U.S.  
6 EPA, the Regional Administrator, and the U.S. Department of Justice (hereinafter,  
7 the "Agencies") for review consistent with 40 C.F.R. § 135.5. The Agencies'  
8 review period shall expire forty-five (45) days after receipt of the Consent Decree  
9 by all Agencies, as evidenced by the return receipts. In the event that any of the  
10 Agencies object to the provisions of this Consent Decree, OCW and Calwest agree  
11 to meet and confer to attempt to resolve the issue(s) raised by the Agencies. If  
12 OCW and Calwest are unable to resolve any issue(s) raised by the Agencies, OCW  
13 and Calwest agree to consent to and expeditiously seek a settlement conference with  
14 a Magistrate Judge. If the SETTLING PARTIES cannot resolve the issue(s) through  
15 a settlement conference, including to the satisfaction of the Agencies, this Consent  
16 Decree shall be null and void. The date of (a) the Agencies' unconditioned approval  
17 of this Consent Decree, (b) the expiration of the Agencies' review period, or (c) the  
18 SETTLING PARTIES' resolution of all issues raised by the Agencies, whichever is  
19 earliest, shall be defined as the "Agency Approval Date." Within ten (10) calendar  
20 days of the Agency Approval Date, OCW shall file this [Proposed] Consent Decree  
21 with the Court to request its approval and entry.

22 17. **No Admission or Finding.** This Consent Decree, nor any payment  
23 pursuant to the Consent Decree, nor compliance with this Consent Decree shall  
24 constitute evidence or be construed as a finding, adjudication, or acknowledgment  
25 of any fact, law, or liability, nor shall it be construed as an admission of liability,  
26 violation, interpretation of any law, rule or regulation, or waiver of any defense.  
27 However, this Consent Decree may constitute evidence in actions seeking  
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1 compliance with this Consent Decree. Evidence of the payment amount may be  
2 used to enforce the payment provisions of this Consent Decree.

3       18.   **Release of Liability and Covenant Not to Sue.** In consideration of  
4 the above, and except as otherwise provided by this Consent Decree, OCW hereby  
5 fully releases Calwest and its parents, affiliates, subsidiaries, divisions, sister  
6 corporations, insurers, successors, assigns, and current and former employees,  
7 attorneys, consultants, officers, directors, members, shareholders, and agents  
8 (“Releasees”) from and waives any and all claims and demands of any kind, nature,  
9 or description whatsoever, known and unknown, and any and all liabilities,  
10 damages, injuries, actions or causes of action, either at law or in equity, against  
11 Releasees, which it may presently have, or which may later accrue or be acquired by  
12 it, arising from or related to the CWA, the Complaint or Notice Letter, including,  
13 without limitation, all claims for injunctive relief, administrative action, damages,  
14 penalties, fines, sanctions, mitigation, fees (including fees of attorneys, experts, and  
15 others), costs, expenses or any other sum incurred or claimed or which could have  
16 been claimed under the CWA, in the Complaint or Notice Letter, including but not  
17 limited to the alleged failure of Releasees to comply with the Clean Water Act,  
18 occurring prior to and including the Termination Date.

19       19.   **Civil Code § 1542 Waiver.** OCW acknowledges that they are familiar  
20 with section 1542 of the California Civil Code, which provides:

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

24       OCW hereby waives and relinquishes any rights or benefits they may have  
25 under California Civil Code section 1542 with respect to all and any other claims  
26 against Releasees arising from, or related to, the allegations and claims as set forth  
27 or which could have been claimed under the CWA, in the Notice Letter or  
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1 Complaint occurring prior to and including the Termination Date of this Consent  
2 Decree.

3 20. **No Further Actions.** For the period beginning on the Effective Date  
4 and ending on the Termination Date, neither OCW, nor its officers, staff, members  
5 (including but not limited to its Steering Committee), consultants, or counsel will  
6 bring any enforcement action or pursue or take any action with respect to any  
7 statutory or common law claim, to the full extent that any of the foregoing were or  
8 could have been asserted by OCW against the Releasees, including but not limited  
9 to Calwest, under the CWA, in the Complaint, the Notice, or covered by this  
10 Consent Decree, except as provided for in this Consent Decree, nor will they file or  
11 support other claims or lawsuits, by contacting, providing financial assistance or  
12 personnel time or taking any other affirmative actions, against or relating to the  
13 Releasees, including but not limited to Calwest, or the Facility by other groups or  
14 individuals who would rely upon or pursuant to the citizen suit provision of the  
15 CWA or any other statutory or common law claim, to challenge the Releasees'  
16 (including Calwest's) or the Facility's compliance with the CWA, or the 1997  
17 General Permit or 2015 General Permit.

18 21. **Preclusive Effect.** This Consent Decree is a final and binding  
19 resolution between OCW, on his own behalf, on behalf of its members, and on  
20 behalf of the public and in the public interest, and Calwest regarding the matters  
21 addressed in this Consent Decree and shall have preclusive effect to the maximum  
22 extent possible under the law such that no other person or entity, whether purporting  
23 to act in his, her or its interests or the public interest shall be permitted to pursue  
24 and/or take action with respect to any claim or violation that was alleged in the  
25 Complaint, that could have been brought pursuant to the Notice or that is addressed  
26 by and subject to this Consent Decree.

27 22. **Dispute Resolution Procedures.** Except as specifically noted herein,  
28 any disputes with respect to any of the provisions of this Consent Decree shall be

1 resolved through the following procedure. The SETTLING PARTIES agree to first  
2 meet and confer in good faith to resolve any dispute arising under this Consent  
3 Decree. In the event that such disputes cannot be resolved through this meet and  
4 confer process, the SETTLING PARTIES agree to consent to and request a  
5 settlement conference before a Magistrate Judge. In the event that the SETTLING  
6 PARTIES cannot resolve the dispute by the conclusion of the settlement meeting  
7 with the Magistrate Judge or if a Magistrate Judge is not assigned, the SETTLING  
8 PARTIES agree to submit the dispute via motion to the Court.

9 **GENERAL PROVISIONS**

10 23. **Force Majeure.** Calwest will notify OCW if timely implementation of  
11 Calwest's respective duties under this Consent Decree becomes impossible due to  
12 circumstances beyond the control of Calwest or its agents, and which could not have  
13 been reasonably foreseen and prevented by the Calwest's exercise of due diligence.  
14 Any delays due to Calwest's respective failure to make timely and bona fide  
15 applications and to exercise diligent efforts to comply with the terms in this Consent  
16 Decree will not, in any event, be considered to be circumstances beyond the  
17 Calwest's control.

18 (a) If Calwest claims impossibility, it will notify OCW in writing  
19 within twenty (20) business days of the date that Calwest discovers the event or  
20 circumstance that caused or would cause non-performance with the terms of this  
21 Consent Decree, or the date that Calwest should have known of the event or  
22 circumstance by the exercise of due diligence. The notice must describe the reason  
23 for the non-performance and specifically refer to this section of this Consent Decree.  
24 The notice must describe the anticipated length of time the non-performance may  
25 persist, the cause or causes of the non-performance, the measures taken or to be  
26 taken by Calwest to prevent or minimize the non-performance, the schedule by  
27 which the measures will be implemented, and the anticipated date of compliance.  
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1 Calwest will adopt all reasonable measures to avoid and minimize such non-  
2 performance.

3 (b) The SETTLING PARTIES will meet and confer in good faith  
4 concerning the non-performance and, if the SETTLING PARTIES concur that  
5 performance was or is impossible, despite the timely good faith efforts of Calwest,  
6 due to circumstances beyond the control of Calwest that could not have been  
7 reasonably foreseen and prevented by the exercise of due diligence by Calwest, new  
8 performance deadlines will be established.

9 (c) If OCW disagrees with Calwest's notice, or in the event that the  
10 SETTLING PARTIES cannot timely agree on the terms of new performance  
11 deadlines or requirements, either SETTLING PARTY may invoke the dispute  
12 resolution process described in Paragraph 22 of this Consent Decree. In such  
13 proceeding, Calwest will bear the burden of proving that any delay in performance  
14 of any requirement of this Consent Decree was caused or will be caused by force  
15 majeure and the extent of any delay attributable to such circumstances.

16 24. **Construction.** The language in all parts of this Consent Decree shall  
17 be construed according to its plain and ordinary meaning, except as to those terms  
18 defined by law, in the 2015 General Permit, and the CWA or specifically herein, and  
19 shall not be construed against the drafting party.

20 25. **Choice of Law.** This Consent Decree shall be governed by the laws of  
21 the United States, and where applicable, the laws of the State of California.

22 26. **Severability.** In the event that any provision, section, or sentence of  
23 this Consent Decree is held by a court to be unenforceable, the validity of the  
24 enforceable provisions shall not be adversely affected.

25 27. **Correspondence.** All notices required herein or any other  
26 correspondence pertaining to this Consent Decree shall be sent by certified mail,  
27 overnight mail, or e-mail as follows:  
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1 If to OCW:  
2 Laura Meldere, Executive Director  
3 9465 Wilshire Blvd., Suite 300  
4 Beverly Hills, CA 90212

Copy to:  
Scott L. Levitt, Esq.  
LEVITT LAW, APC  
311 Main Street, Suite #8  
Seal Beach, CA 90740  
(562) 493-7548

5 If to Calwest:  
6 Calwest Galvanizing  
7 Valmont Industries, Inc.  
8 Attn: Isaac Maldonado,  
9 General Manager  
10 2226 East Dominguez Street  
11 Long Beach, CA 90810

Copy to:  
Manatt, Phelps, & Phillips, LLP  
Mr. Peter Duchesneau, Esq.  
11355 W. Olympic Blvd.,  
Los Angeles, CA 90064  
pduchesneau@manatt.com

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

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

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

24 30. **Modification of the Consent Decree.** This Consent Decree, and any  
25 provisions herein, may not be changed, waived, discharged or terminated (except  
26 pursuant to Paragraph 4), unless by a written instrument, signed by the SETTLING  
27 PARTIES and approved by the Court or otherwise ordered by the Court.

28 31. **Full Settlement.** This Consent Decree constitutes a full and final  
settlement of this matter. It is expressly understood and agreed that the Consent

1 Decree has been freely and voluntarily entered into by the SETTLING PARTIES  
2 with and upon advice of counsel.

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

8 33. **Authority.** The undersigned representatives for OCW and Calwest  
9 each certify that he/she is fully authorized by the party whom he/she represents to  
10 enter into the terms and conditions of this Consent Decree.

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1 The SETTLING PARTIES hereby enter into this Consent Decree, Order and  
2 Final Judgment and submit it to the Court for its approval and entry as a final  
3 judgment,

4 VALMONT INDUSTRIES, INC.	OUR CLEAN WATERS
5 By: <u><i>R. Calby</i></u>	By: <u><i>Laura Meldere</i></u>
6 Name: <u><i>R. Andrew Masscy</i></u>	Name: _____
7 Title: <u><i>VP, Legal</i></u>	Title: <u>Executive Director</u>
8 Date: <u><i>1/3/18</i></u>	Date: <u>1/2/18</u>
9	
10 <b>Approved As To Form:</b>	
11 <b>For: Defendant</b>	<b>For: Plaintiff</b>
12 By: <u><i>[Signature]</i></u>	By: <u><i>[Signature]</i></u>
13 Name: <u>Peter R. Duchesneau</u>	Name: <u>Scott L Levitt</u>
14 Manatt, Phelps & Phillips, LLP	Levitt Law, APC
Date: <u><i>1/3/18</i></u>	Date: <u><i>1/2/18</i></u>

15 **IT IS SO ORDERED.**

16 Date: *2/27/18*

*[Signature]*

17  
18 Honorable  
United States District Court Judge  
Central District of California

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**CERTIFICATE OF SERVICE**

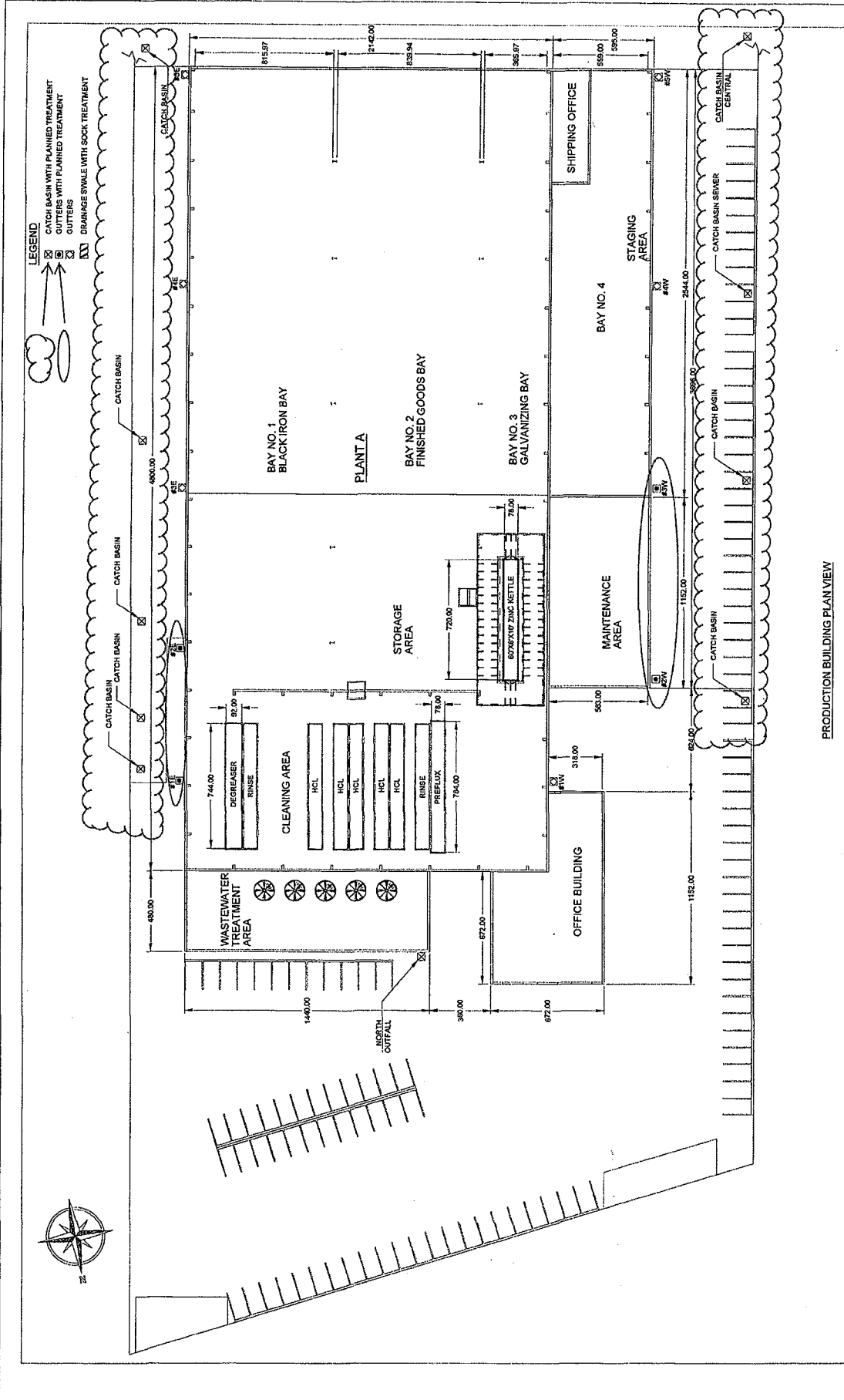
I certify that on 1/3/18 I caused the foregoing **CONSENT DECREE** to be electronically filed with the Clerk of the Court using the CM/ECF system, which will send notifications of such filings to all parties.

DATED: 1/3/18 *Levitt Law, APC*

By: /s/ Scott L. Levitt, Esq.

# **EXHIBIT A**





PRODUCTION BUILDING PLAN VIEW

01/27/2017 12:22:17

DESIGN	DATE	BY	CHK	APP
DESIGN	12/27/17	ELT	X	X
DRN		ELT		
CHK		ELT		
APP		ELT		

0 ISSUED FOR INFORMATION

DATE	DRN	DESIGN	CHK	APP	REV

0.004

SCALE
0.004

0.004

SCALE
0.004

DESIGN	DATE	BY	CHK	APP
DESIGN	12/27/17	ELT	X	X
DRN		ELT		
CHK		ELT		
APP		ELT		

DESIGN	DATE	BY	CHK	APP
DESIGN	12/27/17	ELT	X	X
DRN		ELT		
CHK		ELT		
APP		ELT		

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DESIGN	DATE	BY	CHK	APP
DESIGN	12/27/17	ELT	X	X
DRN		ELT		
CHK		ELT		
APP		ELT		

REV	JOB NUMBER	DRAWING NUMBER
	CW17-M01-P1	

valmont

COATINGS  
VALMONT COATINGS - LONG BEACH, CA  
CALVERT GALVANIZING - LONG BEACH, CA  
FACILITY DEVELOPMENT

01/27/2017 12:22:17

0.004

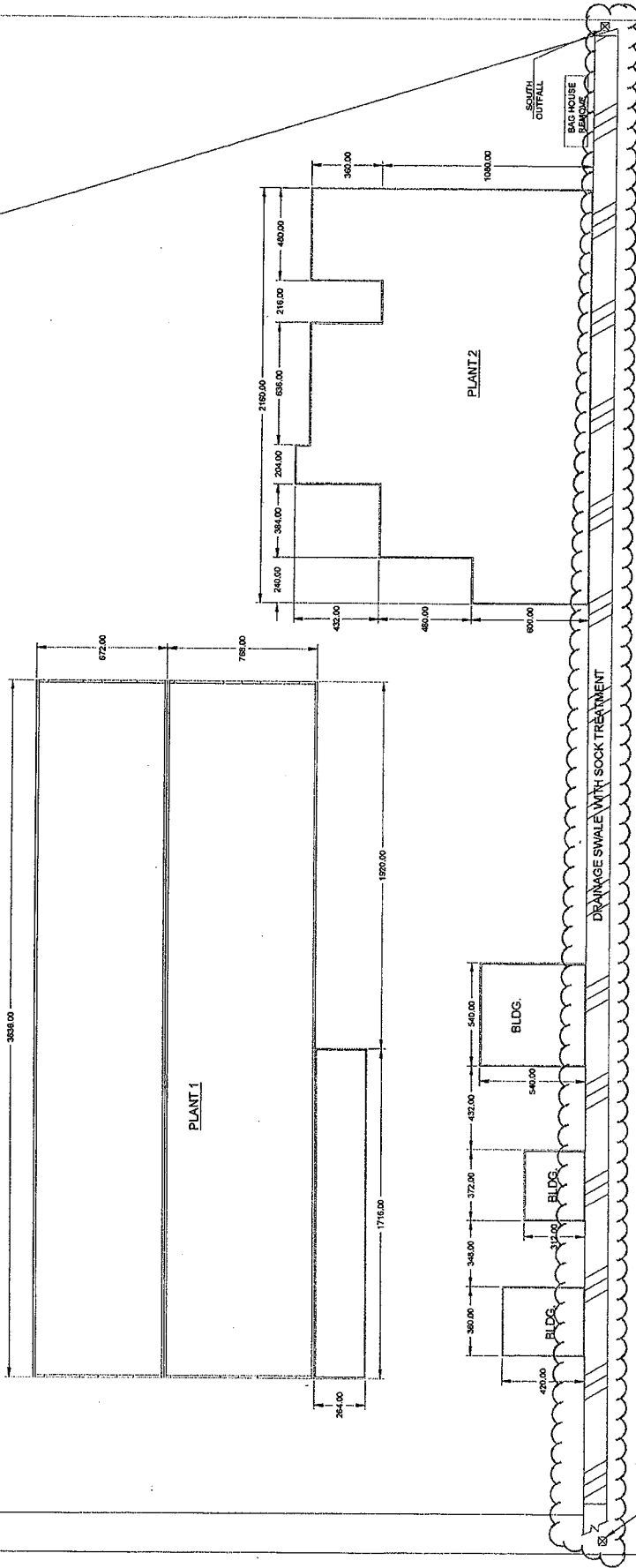
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# **EXHIBIT B**



**LEGEND**

- CATCH BASIN WITH PLANNED TREATMENT
- GUTTERS WITH PLANNED TREATMENT
- GUTTERS
- DRAINAGE SWALE WITH SOCK TREATMENT



FACILITY SOUTH HALF PLAN VIEW

USE DIMENSIONS UNLESS OTHERWISE SPECIFIED.  
 UNLESS OTHERWISE SPECIFIED, ALL DIMENSIONS ARE TO FACE UNLESS INDICATED OTHERWISE.  
 DIMENSIONS TO FACE UNLESS INDICATED OTHERWISE.  
 DIMENSIONS TO CENTERLINE UNLESS INDICATED OTHERWISE.  
 DIMENSIONS TO CENTERLINE UNLESS INDICATED OTHERWISE.

REF	NO.	DATE	BY	CHKD	APPD	REV	REVISIONS
0		12/22/17	BLT	BLT	X	X	ISSUED FOR INFORMATION
			DRN	DRN	X	X	REVISIONS

DESIGN	BLT	12/22/17	DRN	DRN	12/22/17	BLT	BLT	X	X
CHKD	BLT	12/22/17	DRN	DRN	12/22/17	BLT	BLT	X	X
APPD	BLT	12/22/17	DRN	DRN	12/22/17	BLT	BLT	X	X

**valmont**  
 COATINGS  
 CALIFORNIA WATER RECYCLING  
 FACILITY SOUTH OUTFALL

JOB NUMBER	REV
CWT7M001	Δ
DRAWING NUMBER	
SHEET 2 OF 2	
CWT7-MCH-F	

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**CERTIFICATE OF SERVICE**

I certify that on 11/3/18 I caused the foregoing **CONSENT DECREE** to be electronically filed with the Clerk of the Court using the CM/ECF system, which will send notifications of such filings to all parties.

DATED: 11/3/18

*Levitt Law, APC*

By: /s/ Scott L. Levitt, Esq.