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17 **UNITED STATES DISTRICT COURT**
 18 **CENTRAL DISTRICT OF CALIFORNIA**

20 LOS ANGELES WATERKEEPER, a
 California non-profit association,

22 Plaintiff,

23 v.

24 FENICO, LLC, a California limited
 25 liability company,

27 Defendant.

Case No.: 2:24-cv-05197-SSS-MAAx

CONSENT DECREE

1 **CONSENT DECREE**

2 **WHEREAS**, Plaintiff Los Angeles Waterkeeper (“LA Waterkeeper” or
3 “Plaintiff”) is a 501(c)(3) non-profit public benefit corporation organized under the
4 laws of the State of California, with its main office in Los Angeles, California;

5 **WHEREAS**, LA Waterkeeper is dedicated to the preservation, protection and
6 defense of the surface, ground, coastal and ocean waters of Los Angeles County from
7 all sources of pollution and degradation;

8 **WHEREAS**, Defendant Fenico, LLC (“Defendant”) owns and operates a
9 facility at 7805 Madison Street, Paramount, CA 90723, under Waste Discharger
10 Identification number 4 19I029137 (“Facility”);

11 **WHEREAS**, the Facility’s industrial activities consist of manufacturing
12 ferrous and non-ferrous alloy castings by engaging in activities to produce casting
13 molds, wax patterns, and ceramic investments. The Facility is categorized under
14 Standard Industrial Classification (“SIC”) Codes 3325 (steel foundries, not elsewhere
15 classified) and 3365 (aluminum foundries);

16 **WHEREAS**, storm water discharges associated with industrial activity at the
17 Facility are regulated by the National Pollutant Discharge Elimination System
18 (“NPDES”) General Permit No. CAS000001 [State Water Resources Control Board],
19 Water Quality Order 2014-0057-DWQ, as amended by Order Nos. 2015-0122-DWQ
20 and 2018-0028-DWQ incorporating: 1) Federal Sufficiently Sensitive Test Method
21 Ruling; 2) Total Maximum Daily Load Implementation Requirements; and 3)
22 Statewide Compliance Options Incentivizing On-Site or Regional Storm Water
23 Capture and Use, at the Facility (“General Permit” or “Permit”)¹, and the Federal
24

25 _____
26 ¹ Any references to the “General Permit” or “Permit” herein shall be to the then-effective version,
27 regardless of whether such changes are the result of amendments, revisions, reissuance, or similar
28 modification of material terms. Any reference in this Consent Decree to specific sections or
subsections of the General Permit that are moved, modified, or otherwise changed in a subsequent
version of the General Permit shall be to such subsequent reference(s) as if set forth herein, *e.g.*, the
current §XI.B.6.c may be renumbered as §XI.B.7.c, combined into the current §XI.B.6.d, or split
into a new §XI.B.6.c and §XI.B.6.d.

1 Water Pollution Control Act, 33 U.S.C. §§ 1251, *et seq.* (“Clean Water Act” or
2 “CWA”), Sections 301(a) and 402, 33 U.S.C. §§ 1311(a), 1342;

3 **WHEREAS**, Defendant’s operations at the Facility result in discharges of
4 pollutants into waters of the United States and are regulated by the Clean Water Act
5 Sections 301(a) and 402, 33 U.S.C. §§ 1311(a), 1342;

6 **WHEREAS**, the General Permit requires all permittees, including Defendant,
7 to comply with, *inter alia*, the following mandates: (1) develop and implement a
8 storm water pollution prevention plan and a storm water monitoring implementation
9 plan, (2) control pollutant discharges using, as applicable, best available technology
10 economically achievable or best conventional pollutant control technology to prevent
11 or reduce pollutants through the development and application of Best Management
12 Practices, which must be detailed in and timely updated in the SWPPP, (3) reduce
13 and eliminate discharges necessary to comply with all applicable Water Quality
14 Standards, and (4) implement a monitoring and reporting program, including the
15 MIP, designed to assess compliance with the Permit;

16 **WHEREAS**, on April 9, 2024, Plaintiff issued a notice of intent to file suit
17 (“60-Day Notice Letter”) to Defendant, its registered agent, the Administrator of the
18 United States Environmental Protection Agency (“EPA”), the Executive Director of
19 the State Water Resources Control Board (“State Board”), the Executive Director Los
20 Angeles Regional Water Quality Control Board (“Regional Board”), the Regional
21 Administrator of EPA Region IX, and the U.S. Attorney General of the U.S.
22 Department of Justice, alleging violations of the Clean Water Act and the General
23 Permit;

24 **WHEREAS**, on June 20, 2024, LA Waterkeeper filed a complaint against
25 Defendant in the Central District of California (“Court”), Civil Case No. 2:24-cv-
26 05197-PSG (“Complaint”);

27 **WHEREAS**, Plaintiff’s Complaint alleged violations of the General Permit
28 and the Clean Water Act for Defendant’s discharges of pollutants into storm drains

1 and surface waters, including the Los Angeles River, Los Angeles River Estuary,
2 Queensway Bay, San Pedro Bay, and the Pacific Ocean (collectively, “Receiving
3 Waters”);

4 **WHEREAS**, Plaintiff and Defendant (collectively, “Settling Parties” or
5 “Parties”) agree that it is in their mutual interest to enter into a Consent Decree
6 setting forth terms and conditions appropriate to resolving the allegations set forth in
7 the 60-Day Notice Letter and Complaint without further proceedings;

8 **WHEREAS**, all actions taken by Defendant pursuant to this Consent Decree
9 shall be made in compliance with all applicable federal, state and local laws, rules
10 and regulations.

11 **NOW, THEREFORE, IT IS HEREBY STIPULATED BETWEEN THE**
12 **SETTLING PARTIES AND ORDERED AND DECREED BY THE COURT AS**
13 **FOLLOWS:**

14 1. The Court has jurisdiction over the subject matter of this action pursuant
15 to Section 505(a)(1)(A) of the CWA, 33 U.S.C. § 1365(a)(1)(A).

16 2. Venue is appropriate in the Central District Court pursuant to Section
17 505(c)(1) of the CWA, 33 U.S.C. § 1365(c)(1), because the Facility at which the
18 alleged violations are taking place is located within this District.

19 3. The Complaint states a claim upon which relief may be granted against
20 Defendant pursuant to Section 505 of the CWA, 33 U.S.C. § 1365.

21 4. LA Waterkeeper has standing to bring this action.

22 5. The Court shall retain jurisdiction over this action for purposes of
23 interpreting, modifying, or enforcing the terms of this Consent Decree, or as long
24 thereafter as necessary for the Court to resolve any motion to enforce this Consent
25 Decree, but only regarding issues raised within the Term (as defined below) of this
26 Consent Decree.

27 **I. OBJECTIVES**

28 6. It is the express purpose of the Settling Parties through this Consent

1 Decree to further the objectives of the Clean Water Act, and to resolve all issues
2 alleged by LA Waterkeeper in its 60-Day Notice Letter and Complaint. These
3 objectives include compliance with the provisions of this Consent Decree,
4 compliance with all terms and conditions of the General Permit, and compliance with
5 all applicable sections of the CWA.

6 7. In light of these objectives and as set forth fully below, Defendant agrees
7 to comply with the provisions of this Consent Decree, terms and conditions of the
8 General Permit, and all applicable sections of the CWA at the Facility.

9 **II. AGENCY REVIEW AND DEFINITIONS**

10 **A. AGENCY REVIEW OF CONSENT DECREE**

11 8. Agency Review. Plaintiff shall submit this Consent Decree to the United
12 States Department of Justice and the United States EPA (the “Federal Agencies”) for
13 agency review consistent with 40 C.F.R. § 135.5. The agency review period expires
14 forty-five (45) calendar days after receipt by the Federal Agencies, as evidenced by
15 certified return receipts, or upon the date that the Federal Agencies provide a no
16 objection letter, whichever is earlier (“Agency Review Period”). If the Federal
17 Agencies object to entry of this Consent Decree or to any portion of this Consent
18 Decree, the Parties agree to meet and confer to attempt to resolve the issue(s) raised
19 by the Federal Agencies. If the Parties are unable to resolve any issue(s) raised by the
20 Federal Agencies in their comments, the Parties agree to expeditiously seek a
21 settlement conference with the assigned Magistrate Judge to resolve any issue(s).

22 9. Court Notice. Plaintiff shall notify the Court of the receipt date by the
23 Federal Agencies, as required by 40 C.F.R. § 135.5, in order to coordinate the Court’s
24 calendar with the 45-day review period.

25 10. Entry of Consent Decree. Following the expiration of the Agency
26 Review Period, Plaintiff shall submit the Consent Decree to the Court for entry.

27 **B. DEFINITIONS**

28 11. Unless otherwise expressly defined herein, terms used in this Consent

1 Decree which are defined in the CWA or in regulations or rules promulgated under
2 the CWA have the meaning assigned to them in the statutes or regulations or rules.
3 Whenever terms listed below are used in this Consent Decree, whether or not
4 capitalized, the following definitions apply:

- 5 a. “BAT” means the Best Available Technology Economically
6 Achievable.
- 7 b. “BCT” means the Best Conventional Pollutant Control
8 Technology, and collectively with BAT is referred to herein as
9 “BAT/BCT.”
- 10 c. “BMPs” means Best Management Practices as defined in
11 Attachment C (Glossary) of the General Permit.
- 12 d. “Consent Decree” means this Consent Decree and any
13 attachments or documents incorporated by reference.
- 14 e. “Day” means a calendar day. In computing any period of time
15 under this Consent Decree, where the last day of such period is a
16 Saturday, Sunday, or Federal or State Holiday, the period runs
17 until the close of business on the next day that is not a Saturday,
18 Sunday, or Federal or State Holiday.
- 19 f. “Discharge Point” means each discharge location designated in
20 the then-current SWPPP for the Facility.
- 21 g. “Effective Date” means the effective date of this Consent Decree,
22 which shall be the date of full execution by the Parties.
- 23 h. “Entry Date” means the day this Consent Decree is approved and
24 entered by the Court.
- 25 i. “Forecasted Rain Event” means a forecasted rain event as
26 determined by the National Oceanic and Atmospheric
27 Administration (<http://forecast.weather.gov/>) for “Paramount, CA,
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- j. “MIP” means a Monitoring Implementation Plan.
- k. “Qualified Industrial Storm Water Practitioner” or “QISP” shall have the definition set forth in Section IX.A.1 of the General Permit.
- l. “Qualifying Storm Event” or “QSE” shall have the definition set forth in Section XI.B.1 of the General Permit.
- m. “Reporting Year” means the period from July 1 of a given calendar year to June 30 of the following calendar year.
- n. “SMARTS” means the California State Water Resources Control Board’s Stormwater Multiple Application and Report Tracking System.
- o. “SWPPP” means a Storm Water Pollution Prevention Plan.
- p. “Term” means the period between the Effective Date and the “Termination Date.”
- q. “Termination Date” means the latest of:
 - i. June 30 following two (2) years from the Effective Date;
 - ii. seven (7) days from the conclusion of any proceeding or process to enforce the Consent Decree initiated before June 30 following two (2) years after the Effective Date;
 - iii. seven (7) days from Defendant’s completion of all payments and other affirmative duties required by this Consent Decree;
 - iv. If an Action Plan is triggered in the year the Consent Decree would otherwise terminate, termination shall occur once the Defendant notifies LA Waterkeeper in writing of

² Available at <https://forecast.weather.gov/MapClick.php?lat=33.8873&lon=-118.1614>.

1 complete implementation of all measures outlined in the
2 Action Plan.

3 v. Notwithstanding the foregoing subclauses (i) through (iv),
4 herein, should the Defendant terminate or re-locate its
5 Facility operations, and thereafter file a Notice of
6 Termination on SMARTS, the Termination Date shall be
7 the date on which the filed Notice of Termination is
8 approved by the State or Regional Board.

9 r. "Wet Season" means the period beginning October 1st of any
10 given calendar year and ending April 30th of the following
11 calendar year.

12 **III. COMMITMENTS OF THE SETTLING PARTIES**

13 **A. STORM WATER POLLUTION CONTROL BEST MANAGEMENT PRACTICES**

14 12. Non-Storm Water Discharge Prohibition. Any unauthorized non-storm
15 water discharge, as defined in the General Permit, shall be a violation of this Consent
16 Decree. For clarity, discharges of air conditioning and compressor condensate from
17 the Facility's roofs shall not constitute a violation of this Consent Decree provided
18 that Defendant complies with Paragraph 15.b. below and otherwise complies with
19 Section IV.B of the General Permit, including without limitation, that BMPS are
20 included in the SWPPP and implemented to:

- 21 a. Reduce or prevent the contact of authorized NSWDS with
- 22 materials or equipment that are potential sources of pollutants;
- 23 b. Reduce, to the extent practicable, the flow or volume of
- 24 authorized NSWDS;
- 25 c. Ensure that authorized NSWDS do not contain quantities of
- 26 pollutants that cause or contribute to an exceedance of a water
- 27 quality standards; and,
- 28 d. Reduce or prevent discharges of pollutants in authorized NSWDS

1 in a manner that reflects best industry practice considering
2 technological availability and economic practicability and
3 achievability.

4 13. Current and Additional Best Management Practices. At all relevant
5 times, Defendant shall implement BMPs identified in its SWPPP and BMPs
6 described herein, and shall develop and implement additional BMPs as necessary to
7 comply with the provisions of this Consent Decree and the General Permit, including
8 but not limited to those necessary to comply with: (1) BAT/BCT-level pollutant
9 reductions; and (2) the General Permit's Receiving Water Limitations, which require
10 that discharges from the Facility "not cause or contribute to an exceedance of any
11 applicable water quality standards" contained in a Statewide Water Quality Control
12 Plan or the applicable Regional Board's Basin Plan.

13 14. Rain Gauge/Sensor. Defendant shall continue to maintain an electronic
14 rain gauge or sensor at the Facility. During the Term, Defendant shall collect data
15 using the gauge/sensor for all precipitation events to the nearest 0.1 inch, including
16 start/stop times. Data from the rain gauge/sensor shall be conclusive of precipitation
17 quantities and timing for purposes of this Consent Decree.

18 15. Structural and Non-Structural BMPs for the Facility. As of the Effective
19 Date, unless otherwise noted, Defendant shall develop and implement the following
20 BMPs at the Facility:

- 21 a. During the first two QSEs during the 2024-2025 Wet Season,
22 Defendant shall photograph the entire eastern perimeter of the
23 Facility from the alley to demonstrate whether the sandbag socks
24 deployed along the inside of the perimeter are sufficient to prevent
25 storm water discharges from any point other than Discharge Points,
26 and shall submit such photographs to LA Waterkeeper within seven
27 (7) days of each QSE. If such sandbag socks are not sufficient, then
28 within thirty (30) days, Defendant shall install permanent concrete

1 berms, curbs, or similarly effective physical barriers that prevent
2 storm water discharges from any point other than Discharge Points,
3 and within seven (7) days of such barriers being implemented,
4 Defendant shall confirm implementation to LA Waterkeeper in
5 writing, with photographs;

- 6 b. If the concentration of any pollutant in any storm water sample from
7 Discharge Point #3 exceeds the applicable limit set forth in Table 1
8 below, hand sweep and/or vacuum the roof of the southern building
9 at the Facility once prior to the Wet Season and, during the Wet
10 Season, on an as-needed basis but at a minimum once per month;
- 11 c. Employ and secure new wattles/filters/filtration socks (biochar or
12 other equivalent media) at each Discharge Point to remove sediments,
13 metals, and organic materials in storm water discharged from the
14 Facility, and configure such wattles/filters/socks to achieve maximum
15 contact time with storm water before discharge, *i.e.*, in multiple
16 layers and/or overlapping formations. Defendant shall, thereafter,
17 employ and secure new wattles/filters/socks in the same manner
18 annually before the start of the Wet Season, no later than October 1st;
- 19 d. During each Wet Season, as necessary, replace the
20 wattles/filters/socks when degraded or ineffective, including without
21 limitation when there are rips, tears or other visual damage, and/or
22 sampling data demonstrating the wattles/filters/socks are not
23 sufficiently reducing pollutant concentrations;
- 24 e. Within twenty-four (24) hours before a Forecasted Rain Event,
25 inspect all wattles/filters/socks deployed at the Facility;
- 26 f. Within twenty-four (24) hours before a Forecasted Rain Event,
27 remove any exposed waste material and cover all industrial materials,
28 debris and scrap bins, and trash cans with tarps, lids, or other

1 coverings sufficient to prevent exposure to rainfall, including without
2 limitation those stored outside and where roof protection is
3 inadequate, or otherwise move them into a covered structure adequate
4 to prevent exposure to rainfall; and

5 g. Institute an equipment and vehicle maintenance program that ensures
6 when maintenance activities must be performed outdoors, action shall
7 be taken to immediately contain, capture, and clean up any discharge
8 or spills of waste fluids to the ground.

9 **B. SAMPLING AT THE FACILITY**

10 16. Defendant shall develop a monitoring program consistent with the
11 General Permit. During the Term, Defendant shall collect samples of storm water
12 discharge from each Discharge Point from at least four (4) Qualifying Storm Events,
13 including, at minimum, the first two (2) Qualifying Storm Events during the first half
14 of the Reporting Year and the first two (2) Qualifying Storm Events during the
15 second half of the Reporting Year. Such sampling shall take place as soon as possible
16 within the four- (4-) hour period required by the General Permit § XI.B.5. If
17 Defendant would have been required to collect samples during a rain event pursuant
18 to this Consent Decree had such rain event produced a discharge, but Defendant did
19 not collect samples because such rain event did not produce a discharge, then
20 Defendant shall document the inability to sample by taking photographs during the
21 rain event of each Discharge Point from which no discharge occurred. Defendant
22 shall submit such photographs to LA Waterkeeper by email, along with rain
23 gauge/sensor data for the date of such rain event, within five (5) days of a written
24 request for such records by LA Waterkeeper.

25 17. Sampling Parameters. All samples collected pursuant to this Consent
26 Decree shall be analyzed, at minimum, for the parameters listed in Table 1. Should
27 Defendant intend to conduct sampling for any additional parameters that are listed in
28 40 C.F.R. § 131.38 and/or in the General Permit for any reason, including without

1 limitation as a result of changed operations, a revised pollutant source assessment, or
2 a new mandate from a regulatory agency, such parameter shall be incorporated into
3 this Consent Decree as if listed in Table 1 for all purposes, including any Action Plan
4 requirements (as defined below). Defendant shall immediately notify LA
5 Waterkeeper of its intent to conduct sampling for any such additional parameters and
6 the Parties shall meet and confer regarding the applicable Table 1 limit for such
7 purposes within ten (10) days of such notification. If sample analyses from four (4)
8 consecutive Qualifying Storm Events yield “non-detect” levels of any pollutant listed
9 in Table 1 from all Discharge Points, Defendant may discontinue testing for
10 that/those parameter(s) without violating this Consent Decree.

11 18. Laboratory and Holding Time. Except for pH samples, Defendant shall
12 deliver all samples to a California-certified environmental laboratory for analysis
13 within allowable hold times, pursuant to 40 C.F.R. Part 136. Analysis of pH will be
14 completed onsite using a portable instrument that is calibrated and used according to
15 the manufacturer’s instructions.

16 19. Detection Limit. Defendant shall request that the laboratory use
17 analytical methods adequate to detect the individual pollutants at or below the values
18 specified in the General Permit and Table 1 below.

19 20. Reporting. Defendant shall provide complete laboratory results of all
20 samples collected at the Facility to SMARTS in accordance with the General Permit,
21 and shall provide copies to LA Waterkeeper within seven (7) days of receiving the
22 laboratory report with the results.

23 **C. REDUCTION OF POLLUTANTS IN DISCHARGES**

24 21. Table 1 Numeric Limits. Defendant shall develop and implement BMPs
25 for storm water discharges from the Facility that reduce pollutant concentrations to
26 levels below those in Table 1.

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TABLE 1³

Parameter	Numeric Limit	Source of Limit
pH	< 6 or > 9 s.u.	NAL
Oil & Grease	15 mg/L (annual); 25 mg/L (instantaneous)	NAL
Total Suspended Solids	15 mg/L (annual); 400 mg/L (instantaneous)	NAL
Iron	1 mg/L (annual)	NAL
Aluminum	0.75 mg/L (annual)	NAL
Cadmium	0.0053 mg/L (annual); 0.0031 mg/L (instantaneous)	NAL; NEL
Copper	0.0332 mg/L (annual); 0.06749 mg/L (instantaneous)	NAL; NEL
Lead	0.262 mg/L (annual); 0.094 mg/L (instantaneous)	NAL; NEL
Magnesium	0.064 mg/L (annual)	NAL
Mercury	0.0014 mg/L (annual)	NAL
Nickel	1.02 mg/L (annual)	NAL
Ammonia	2.14 mg/L (annual); 8.7 mg/L (instantaneous)	NAL; NEL
Nitrate + Nitrite Nitrogen	0.68 mg/L (annual); 8.0 mg/L (instantaneous)	NAL; NEL
Nitrate-Nitrogen	8.0 mg/L (instantaneous)	NEL
Nitrite-Nitrogen	1.0 mg/L (instantaneous)	NEL
Silver	0.0183 mg/L (annual)	NAL
Zinc	0.26 mg/L (annual); 0.159 mg/L (instantaneous)	NAL; NEL
Arsenic	0.15 mg/L (annual)	NAL

1 22. Table 1 Exceedances. An “Exceedance” of Table 1 is defined as follows:

- 2 a. Where the sum of the concentration of any pollutant in all storm
3 water samples for the same pollutant collected at the same
4 sampling location at that point in the same Reporting Year
5 demonstrate that it is inevitable that the annual average for that
6 pollutant at that sampling location will exceed the applicable
7 annual numeric limit specified in Table 1 if that pollutant is
8 sampled in four (4) QSEs in that Reporting Year;⁴
- 9 b. If any pollutant is sampled at a given sampling location in fewer
10 than four (4) QSEs in a Reporting Year, and there was otherwise
11 no Exceedance for that pollutant pursuant to Paragraph 22.a
12 above, then where the average concentration of that pollutant from
13 all storm water samples from that sampling location during that
14 Reporting Year exceeds the applicable annual Numeric Limit
15 specified in Table 1⁵; or
- 16 c. Where the concentration of any pollutant in any two (2) storm
17 water samples from the Facility exceeds the applicable
18 instantaneous Numeric Limit specified in Table 1.

19 An Exceedance as defined herein shall constitute a violation of this Consent
20 Decree.

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23 ³ The numeric limits listed in Table 1 are for reference only, and the Table 1 limit applicable to each
24 parameter shall be the then-effective limit provided by the applicable source, e.g., if the NAL for
25 iron is either increased to 1.1 mg/L or decreased to 0.90 mg/L, such new NAL, and not 1.0 mg/L,
shall be used as the Table 1 limit for the purposes of this Consent Decree as if set forth herein. If the
source of a limit in Table 1 is revised to no longer provide a limit for a given parameter, the
parameter shall be removed as a requirement in Table 1.

26 ⁴ I.e., there is an “Exceedance” when the sum of all samples for that pollutant at that point in the
27 Reporting Year is high enough that the sampling location will exceed the annual numeric limit even
if all remaining samples for the pollutant at that sampling location that Reporting Year are non-
detects.

28 ⁵ I.e., if the pollutant is sampled at a sampling location in fewer than four QSEs, there is an
“Exceedance” if the average concentration of the samples taken for that pollutant at that sampling
location exceed the annual numeric limit in Table 1.

1 23. Action Plan. As of the Effective Date, and for the remainder of the
2 Term, if (a) Defendant has an unauthorized non-storm water discharge in violation of
3 Paragraph 12, or (b) storm water samples demonstrate an Exceedance as defined
4 above, Defendant shall prepare and submit to LA Waterkeeper a plan for reducing
5 and/or eliminating the relevant discharge of pollutants for the Facility and/or
6 achieving compliance with the non-storm water discharge prohibition (“Action
7 Plan”). The complete Action Plan shall be submitted to LA Waterkeeper within thirty
8 (30) days of (a) the applicable unauthorized non-storm water discharge or (b) the
9 receipt of the laboratory report demonstrating the Exceedance, as applicable.

10 a. Action Plan Requirements. Each complete Action Plan submitted
11 shall include at a minimum: (1) the identification of the
12 pollutant(s) discharged in excess of the numeric limit(s) and/or the
13 applicable unauthorized non-storm water discharge; (2) an
14 assessment of the source of each pollutant exceedance and/or
15 applicable unauthorized non-storm water discharge; (3) the
16 identification of additional BMPs that shall be implemented to
17 achieve compliance with the numeric limit(s) and/or unauthorized
18 non-storm water discharge prohibition, as well as the design plans
19 and calculations of these additional BMPs; and (4) time schedules
20 for implementation of the proposed BMPs. The time schedule(s)
21 for implementation shall ensure that all BMPs are implemented as
22 soon as possible, but in no event later than ninety (90) days
23 following the submission of the Action Plan, unless a later
24 implementation date is mutually agreed upon by the Settling
25 Parties. Within seven (7) days of each of the BMPs set forth in the
26 Action Plan being implemented, Defendant shall confirm to LA
27 Waterkeeper in writing, with photographs, that such BMP has
28 been implemented as set forth in the Action Plan.

1 upon receipt of Defendant's complete Action Plan to provide
2 Defendant with comments. Within fourteen (14) days of receiving
3 LA Waterkeeper's proposed revisions to an Action Plan,
4 Defendant shall consider each of LA Waterkeeper's recommended
5 revisions and accept them or justify in writing why any comment
6 is not incorporated. Action Plan(s) developed and implemented
7 pursuant to this Consent Decree are an obligation of this Consent
8 Decree. Any disputes as to the adequacy of an Action Plan shall
9 be resolved pursuant to the dispute resolution provisions of this
10 Consent Decree, set out in Section IV below. Disputes regarding
11 the adequacy of a particular BMP shall not impact the schedule for
12 implementing any other BMP set forth in the Action Plan.

13 d. Defendant shall revise the then-current SWPPP to reflect the
14 changes required by the Action Plan, as set forth in Paragraph
15 28.b.i below.

16 e. Action Plan Payments. Defendant shall pay Five Thousand
17 Dollars (\$5,000.00) each time an Action Plan is submitted to LA
18 Waterkeeper. Payments are due at the same time the applicable
19 Action Plan is submitted and shall be made payable to "Los
20 Angeles Waterkeeper" via certified mail, return receipt requested
21 to Los Angeles Waterkeeper, c/o Barak Kamelgard, 360 E. 2nd
22 Street, Suite 250, Los Angeles, CA 90012. Failure to submit a
23 payment as required under this Paragraph will constitute a breach
24 of the Consent Decree.

25 **D. VISUAL OBSERVATIONS**

26 24. Storm Water Discharge Observations. During the Term, appropriately
27 trained staff of Defendant shall conduct visual observations during the Facility's
28 operating hours during every rain event. Such inspections shall comply with all

1 requirements of Section XI.A.2 of the General Permit.

2 25. Monthly Visual Observations. During the Term, appropriately trained
3 staff of Defendant shall conduct monthly non-storm water visual observations of the
4 Facility. Such inspections shall comply with all requirements of Section XI.A.1 of the
5 General Permit and Section IV.B.4 of the General Permit regarding authorized non-
6 storm water discharges such as air conditioning and compressor condensate. Such
7 monitoring shall include outfalls, Discharge Points, outdoor industrial equipment and
8 storage areas, outdoor industrial activities areas, BMPs, and all other potential
9 sources of industrial pollutants. All Discharge Points shall also be inspected for
10 accumulation of dust, sediment, sand, grit, oily substances, oily sheens upon any
11 standing water, and other materials associated with operations at the Facility. During
12 the Wet Season, such inspections shall further include observations of all storm water
13 BMPs that are used only during the Wet Season at the Facility to ensure that
14 operational BMPs are being implemented, structural BMPs are in good condition or
15 working order, and that BMPs have been effective in producing clean conditions at
16 the Facility. Such inspections shall further include observation as to whether there are
17 any non-storm water discharges from the Facility.

18 26. Visual Observations Records. Defendant shall maintain observation
19 records, including representative photographs, to document compliance with
20 Paragraphs 24 and 25. Such records shall include, but not be limited to, the persons
21 who completed the inspection, the date of the inspection, and notes sufficient to
22 describe the completed activity and all observations thereof, including but not limited
23 to: (i) whether BMPs are in a proper, working condition; (ii) whether any repair,
24 replacement, or operation and maintenance is needed for any BMPs; (iii) other
25 conditions that have the potential to lead to pollutant loading in storm water
26 discharges; and (iv) representative photographs of all the foregoing. Defendant shall
27 provide LA Waterkeeper with a copy of those records within seven (7) days of receipt
28 of a written request from LA Waterkeeper for those records.

1 27. Employee Training Program. Within thirty (30) days of the Effective
2 Date, Defendant shall develop and implement an employee training program that
3 meets the following requirements and ensures (1) that there is a sufficient number of
4 employees at the Facility designated to achieve compliance with the General Permit
5 and this Consent Decree (“Designated Employees”), and (2) that these Designated
6 Employees are properly trained to perform the activities required by the General
7 Permit and this Consent Decree (“Training Program”):

- 8 a. Materials. Training materials should include, at minimum, a
9 detailed Training Manual or Standard Operating Procedure,
10 including drawings and diagrams where appropriate, for reference
11 and use by Defendant’s personnel to ensure effective
12 implementation of all BMPs at the Facility;
- 13 b. Language. The training and training materials shall be available
14 and offered in the language(s) in which relevant employees are
15 fluent. If necessary, Defendant shall provide a translator or
16 translators at all trainings where such translation is likely to
17 improve staff comprehension of the Training Program and
18 improve compliance with this Consent Decree and the General
19 Permit;
- 20 c. Training Frequency. Training shall be provided by a QISP
21 familiar with the requirements of this Consent Decree and the
22 General Permit, and shall be repeated as necessary to ensure that
23 all relevant employees are familiar with the requirements of this
24 Consent Decree, the Permit, and the Facility’s SWPPP. All
25 relevant new staff shall receive this training before assuming
26 responsibilities for implementing the SWPPP;
- 27 d. Sampling Training. Defendant shall designate an adequate number
28 of employees necessary to collect storm water samples as required

- 1 by this Consent Decree, including training to ensure samples are
2 properly collected, stored, and submitted to a certified laboratory;
- 3 e. Visual Observation Training. Defendant shall provide training on
4 how and when to properly conduct visual observations to
5 Designated Employees;
- 6 f. Non-Storm Water Discharge Training. Defendant shall train all
7 Designated Employees at the Facility on the General Permit's
8 prohibition of non-storm water discharges, so that Designated
9 Employees know what non-storm water discharges are and how to
10 detect and prevent non-storm water discharges;
- 11 g. Employees. All Designated Employees at the Facility shall
12 participate in the Training Program annually. New Designated
13 Employees shall participate in the Training Program within thirty
14 (30) days of their hiring date; and
- 15 h. Records. Defendant shall maintain training records to document
16 compliance with this Paragraph and shall provide LA Waterkeeper
17 with a copy of these records within seven (7) days of receipt of a
18 written request.

19 28. SWPPP Revisions.

- 20 a. Initial SWPPP Revisions. Defendant has updated its SWPPP as of
21 July 2024 and it has been reviewed by LA Waterkeeper.
22 Defendant shall further amend the Facility's SWPPP to
23 incorporate the requirements in this Consent Decree and comply
24 with the General Permit and submit the complete, amended
25 SWPPP to LA Waterkeeper within thirty (30) days of the
26 Effective Date for LA Waterkeeper's review and comment. The
27 complete, amended SWPPP shall contain, at a minimum, the
28 following elements:

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- i. A revised pollutant source assessment, including all elements required by section X.G of the General Permit as well as assessments of the potential for the Facility’s storm water discharges to contain pollutants for which the Receiving Waters are 303(d) listed and/or have Total Maximum Daily Loads;
- ii. A detailed narrative description and assessment of each industrial activity with the potential to impact storm water quality occurring at the Facility as required by section X.G of the General Permit;
- iii. Descriptions of all BMPs in accordance with section X.H.4 of the General Permit, including without limitation BMPs required by this Consent Decree and BMPs required in connection with authorized non-storm water discharges, such as air conditioning and compressor condensate, pursuant to section IV.B.3 of the General Permit;
- iv. A set of site maps that comply with section X.E of the General Permit and provisions of this Consent Decree, including accurately depicting the different drainage areas and flows;
- v. A MIP as required by sections XI and X.I of the General Permit;
- vi. A designation (by position/title) of employees responsible for carrying out storm water management, monitoring, sampling and SWPPP implementation, e.g., visual inspection of each specific area, monitoring each specific BMP, sampling, etc.; and
- vii. A Training Program as described above in Paragraph 27.

1 b. Additional SWPPP Revisions.

2 i. Within thirty (30) days after approval of any Action Plan by
3 LA Waterkeeper (or resolution pursuant to Dispute
4 Resolution), Defendant shall revise the then-current SWPPP
5 to reflect the changes required by the Action Plan and
6 submit the complete, updated SWPPP to LA Waterkeeper
7 for LA Waterkeeper’s review and comment.

8 ii. Within thirty (30) days after any changes in industrial
9 activities or sources of industrial pollutants, changes to
10 Discharge Points, or changes to sections of the SWPPP
11 identified in the SWPPP as requiring a SWPPP revision
12 (including but not limited to, changes in Facility contacts or
13 Pollution Prevention Team members, changes or additions
14 of BMPs, or changes in or additions of industrial activities
15 that impact storm water discharge), Defendant shall revise
16 the then-current SWPPP to reflect such changes and submit
17 the complete, updated SWPPP to LA Waterkeeper for LA
18 Waterkeeper’s review and comment.

19 c. Review of SWPPP. For any SWPPP updates pursuant to
20 Paragraphs 28.a and 28.b, LA Waterkeeper shall have thirty (30)
21 days upon receipt of Defendant’s complete SWPPP to provide
22 Defendant with comments. Within thirty (30) days of receiving
23 LA Waterkeeper’s comments and proposed changes to the
24 SWPPP, Defendant shall consider each of the comments and
25 proposed changes and either accept them or justify in writing why
26 a change is not incorporated. The Parties agree to work in good
27 faith to resolve any disputes with respect to the SWPPP, and any
28 remaining disputes will be resolved through timely initiation of

1 the dispute resolution procedures in Section IV below. Following
2 its incorporation of proposed modification or additions (if any)
3 into each revised SWPPP, Defendant shall upload the revised
4 SWPPP to SMARTS.

5 **E. COMPLIANCE MONITORING AND REPORTING**

6 29. LA Waterkeeper may conduct one annual site inspection (“Site
7 Inspection”) during each Reporting Year during the Term for the purpose of ensuring
8 compliance with this Consent Decree and the General Permit. In the event of a
9 dispute regarding Defendant’s compliance with this Consent Decree, and provided a
10 Site Inspection would be relevant to resolving the Parties’ dispute, the Parties agree to
11 meet and confer regarding an additional Site Inspection at Plaintiff’s request. Plaintiff
12 shall not unreasonably request, and Defendant shall not unreasonably deny, one
13 additional Site Inspection. Any Site Inspection shall occur during normal business
14 hours, and LA Waterkeeper will provide Defendant with at least ninety-six (96)
15 hours’ notice before a Site Inspection, except that 24 hours’ notice shall be acceptable
16 for a site inspection based upon a Forecasted Rain Event. For any Site Inspection
17 requested based upon a Forecasted Rain Event, Plaintiff shall be entitled to adjust
18 timing or reschedule during normal business hours in the event the forecast changes
19 and anticipated precipitation appears unlikely, and thus frustrates the purpose of
20 visiting the Facility in wet weather. Notice will be provided by electronic mail to the
21 individual(s) designated below at Paragraph 56. During the Forecasted Rain Event
22 Site Inspection, Plaintiff may request that Defendant collect a sample of industrial
23 storm water discharge from the Facility’s designated industrial discharge point(s)
24 referenced in its SWPPP, to the extent that such discharges are occurring. Defendant
25 shall collect the sample and provide a split sample to LA Waterkeeper. LA
26 Waterkeeper’s representative(s) may observe the split sample(s) being collected by
27 Defendant’s representative. LA Waterkeeper shall be permitted to take photographs
28 or video recording during any Site Inspection.

1 30. Document Provision. During the Term, Defendant shall notify and
2 submit documents to LA Waterkeeper as follows:

- 3 a. Defendant shall copy LA Waterkeeper, by electronic mail to the
4 individual(s) designated below at Paragraph 56, on all compliance
5 documents, monitoring and/or sampling data, written
6 communications and/or correspondences, or any documents
7 related to storm water quality at the Facility that are submitted to
8 the Regional Board, the State Board, and/or any state or local
9 agency, county or municipality, except that notice to LA
10 Waterkeeper within seven (7) days of filing in SMARTS shall be
11 deemed acceptable in lieu of other electronic copying.
- 12 b. Within three (3) business days of receipt by Defendant, send to
13 LA Waterkeeper, by electronic mail to the individual(s)
14 designated below at Paragraph 56, any compliance document,
15 inspection report, written communication and/or correspondence,
16 or any document related to storm water quality at the Facility
17 received by Defendant from the Regional Board, the State Board,
18 and/or any state or local agency, county, municipality.

19 31. Compliance Monitoring. Defendant shall partially defray costs
20 associated with Plaintiff’s monitoring of Defendant’s compliance with this Consent
21 Decree during the Term by paying Fifteen Thousand Dollars (\$15,000.00) within
22 thirty (30) days of the Entry Date. If pursuant to Paragraph 29 there is an additional
23 Site Inspection in a given year to resolve a dispute, Defendant shall reimburse LA
24 Waterkeeper an additional Two Thousand Dollars (\$2,000.00) during such year,
25 within thirty (30) days after any additional Site Inspection. Payments pursuant to this
26 Paragraph shall be made via check, made payable to: “Los Angeles Waterkeeper” via
27 certified mail, return receipt requested to Los Angeles Waterkeeper, c/o Barak
28 Kamelgard, 360 E 2nd Street, Suite 250, Los Angeles, CA 90012. Failure to submit

1 payment as required under this Paragraph will constitute breach of the Consent
2 Decree.

3 **F. ENVIRONMENTALLY BENEFICIAL PROJECT, LITIGATION FEES AND**
4 **COSTS, MISSED DEADLINES, AND INTEREST**

5 32. Environmentally Beneficial Project. To fund environmentally beneficial
6 project activities that will reduce or mitigate the impacts of storm water pollution
7 from industrial activities occurring in waters tributary to San Pedro Bay, Defendant
8 shall make a payment totaling Thirty-Five Thousand Dollars (\$35,000.00) to the Rose
9 Foundation made within thirty (30) days of the Entry Date, payable to the Rose
10 Foundation for Communities and the Environment and sent via overnight mail to
11 Rose Foundation, 201 4th Street, Suite 102, Oakland, CA 94607. Failure to submit
12 payment as required under this Paragraph will constitute breach of the Consent
13 Decree.

14 33. LA Waterkeeper's Fees and Costs. Defendant shall pay a total of Fifty
15 Thousand Dollars (\$50,000.00) to LA Waterkeeper to partially reimburse Plaintiff for
16 their investigation fees and costs, expert/consultant fees and costs, reasonable
17 attorneys' fees, and other costs incurred as a result of investigating and filing the
18 lawsuit, and negotiating a resolution of this matter within thirty (30) days of the Entry
19 Date. The payment shall be made payable to: Coast Law Group, LLP and delivered
20 by overnight carrier to Coast Law Group, LLP, Attn: Livia Borak Beaudin, 1140
21 South Coast Highway 101, Encinitas CA 92024. Failure to submit payment as
22 required under this Paragraph will constitute breach of the Consent Decree.

23 34. Missed Deadlines. If Defendant fails to submit to LA Waterkeeper any
24 payment, document, report, or communication required by this Consent Decree,
25 Defendant shall pay a stipulated payment of Five Hundred Dollars (\$500). Such
26 stipulated payments shall be made by check payable to: Rose Foundation for
27 Communities and the Environment, and such funds shall be used for the sole purpose
28 of funding environmentally beneficial projects, as described in Paragraph 32.

1 Payment shall be sent via overnight mail to Rose Foundation, 201 4th Street, Suite
2 102, Oakland, CA 94607. Defendant agrees to make the stipulated payment within
3 fourteen (14) days after the resolution of the event that precipitated the stipulated
4 payment liability.

5 **IV. DISPUTE RESOLUTION**

6 35. This Court shall retain jurisdiction over this matter for the Term for the
7 purposes of enforcing its terms and conditions, and adjudicating all disputes among
8 the Parties that may arise under the provisions of this Consent Decree. The Court
9 shall have the power to enforce this Consent Decree with all available legal and
10 equitable remedies, including contempt.

11 36. Meet and Confer. Either Party to this Consent Decree may invoke the
12 dispute resolution procedures of this Section IV by notifying the other Party in
13 writing of the matter(s) in dispute and of the disputing Party's proposal for resolution.
14 The Parties shall then meet and confer in good faith (either telephonically or in
15 person) within ten (10) days of the date of the notice in an attempt to fully resolve the
16 dispute no later than thirty (30) days from the date of the meet and confer.

17 37. Settlement Conference. If the Parties cannot resolve the dispute within
18 thirty (30) days from the date of the meet and confer described in Paragraph 37, the
19 Parties agree that the dispute may be submitted for formal resolution by filing a
20 motion before the United States District Court for the Central District of California.
21 The Parties agree to request an expedited hearing schedule on the motion.

22 38. In resolving any dispute arising from this Consent Decree before the
23 Court, the prevailing Party shall be entitled to seek fees and costs incurred pursuant to
24 the provisions set forth in Section 505(d) of the Clean Water Act, 33 U.S.C. §
25 1365(d), and applicable case law interpreting such provisions, or as otherwise
26 provided for by statute and/or case law.

27 **V. MUTUAL RELEASE OF LIABILITY AND COVENANT NOT TO SUE**

28 39. Plaintiff's Waiver and Release of Defendant. In consideration of the

1 above, upon the Effective Date of this Consent Decree, Plaintiff, on its own behalf
2 and on behalf of its officers and directors, release Defendant, its officers, directors,
3 managers, employees, members, parents, subsidiaries, divisions, affiliates, successors
4 or assigns, agents, attorneys and other representatives, from and waives all claims
5 that were raised in the 60-Day Notice Letter and/or the Complaint up to and including
6 the Termination Date of this Consent Decree.

7 40. Defendant's Waiver and Release of Plaintiff. In consideration of the
8 above, upon the Effective Date of this Consent Decree, Defendant, on its own behalf
9 and on behalf of its officers, directors, employees, parents, subsidiaries, affiliates and
10 each of their successors or assigns, release Plaintiff, its officers and directors, from
11 and waives all claims related to the 60-Day Notice Letter and/or the Complaint up to
12 and including the Termination Date of this Consent Decree.

13 41. Nothing in this Consent Decree limits or otherwise affects Plaintiff's
14 rights to address or take any position that it deems necessary or appropriate in an
15 informal or formal proceeding before the State Board, Regional Board, EPA, or any
16 other judicial or administrative body on any matter relating to Defendant's
17 compliance at the Facility with the General Permit or the Clean Water Act occurring
18 or arising after the Effective Date.

19 **VI. MISCELLANEOUS PROVISIONS**

20 42. No Admission of Liability. The Parties enter into this Consent Decree
21 for the purpose of avoiding prolonged and costly litigation. Neither the Consent
22 Decree nor any payment pursuant to the Consent Decree shall constitute or be
23 construed as a finding, adjudication, or acknowledgement of any fact, law or liability,
24 nor shall it be construed as an admission of violation of any law, rule, or regulation.
25 Defendant maintains and reserves all defenses it may have to any alleged violations
26 that may be raised in the future.

27 43. Counterparts. This Consent Decree may be executed in any number of
28 counterparts, all of which together shall constitute one original document. Telecopy

1 and/or facsimile copies of original signature shall be deemed to be originally
2 executed counterparts of this Consent Decree.

3 44. Authority. The undersigned representatives for Plaintiff and Defendant
4 each certify that s/he is fully authorized by the Party whom s/he represents to enter
5 into this Consent Decree. A Party's signature to this Consent Decree transmitted by
6 facsimile or electronic mail shall be deemed binding.

7 45. Construction. The language in all parts of this Consent Decree shall be
8 construed according to its plain and ordinary meaning, except as to those terms
9 defined in the Permit, the Clean Water Act, or specifically herein. The captions and
10 paragraph headings used in this Consent Decree are for reference only and shall not
11 affect the construction of this Consent Decree.

12 46. Full Settlement. This Consent Decree constitutes a full and final
13 settlement of this matter.

14 47. Integration Clause. This is an integrated Consent Decree. This Consent
15 Decree is intended to be a full and complete statement of the terms of the agreement
16 between the Parties and expressly supersedes all prior oral or written agreements,
17 covenants, representations, and warranties (express or implied) concerning the
18 subject matter of this Consent Decree.

19 48. Severability. If any provision, paragraph, section, or sentence of this
20 Consent Decree is held by a court to be unenforceable, the validity of the enforceable
21 provisions shall not be adversely affected.

22 49. Choice of Law. The laws of the United States shall govern this Consent
23 Decree.

24 50. Diligence. Defendant shall diligently file and pursue all required permit
25 applications for any required BMPs and shall diligently procure contractors, labor,
26 and materials needed to complete all BMPs by the required deadlines.

27 51. Effect of Consent Decree. Compliance with this Consent Decree does
28 not mean that Defendant is complying with the General Permit, the Clean Water Act,

1 or any other law, rule, or regulation.

2 52. Negotiated Settlement. The Settling Parties have negotiated this Consent
3 Decree, and agree that it shall not be construed against the Party preparing it, but
4 shall be construed as if the Settling Parties jointly prepared this Consent Decree, and
5 any uncertainty and ambiguity shall not be interpreted against any one Party.

6 53. Modification of the Consent Decree. This Consent Decree, and any
7 provisions herein, may not be changed, waived, discharged, or terminated unless by a
8 written instrument, signed by the Parties and approved by the Court. Any request to
9 modify any provision of the Consent Decree, including but not limited to any
10 deadline(s) set forth herein, must be made in writing at least fourteen (14) days before
11 the existing deadline(s) applicable to the provision(s) proposed to be modified.

12 54. Assignment. Subject only to the express restrictions contained in this
13 Consent Decree, all the rights, duties and obligations contained in this Consent
14 Decree shall inure to the benefit of and be binding upon the Parties, and their
15 successors and assigns. Defendant shall notify Plaintiff within ten (10) days of any
16 assignment.

17 55. Force Majeure. Neither of the Parties shall be deemed in default in the
18 performance of any of their respective obligations under this Consent Decree when
19 performance becomes impossible due to a Force Majeure event. A Force Majeure
20 event is any circumstance beyond a Settling Party's control, including without
21 limitation, any act of God, war, fire, earthquake, flood, windstorm, pandemic, public
22 health crisis, or natural catastrophe; criminal acts; civil disturbance, vandalism,
23 sabotage, or terrorism; restraint by court order or public authority or agency; or action
24 or non-action by, or inability to obtain the necessary authorizations or approvals from
25 any governmental agency. A Force Majeure event shall not include normal inclement
26 weather, economic hardship, inability to pay, or employee negligence. Any Party
27 seeking to rely upon this Paragraph to excuse or postpone performance shall have the
28 burden of establishing that it could not reasonably have been expected to avoid the

1 Force Majeure event and which by exercise of due diligence has been unable to
2 overcome the failure of performance. The Parties shall exercise due diligence to
3 resolve and remove any Force Majeure event.

4 56. Correspondence. All notices required herein or any other correspondence
5 pertaining to this Consent Decree shall be, the extent feasible, sent via electronic mail
6 transmission to the e-mail address listed below, or if electronic mail is not feasible,
7 then by certified U.S. mail with return receipt, or by hand delivery to the following
8 addresses:

9 If to Plaintiff:

10 Los Angeles Waterkeeper
11 Barak Kamelgard
12 Benjamin Harris
13 Erina Kwon
14 Madeleine Siegel
15 360 E 2nd St., Suite 250
16 Los Angeles, CA 90012
17 Email: barak@lawwaterkeeper.org
18 Email: ben@lawwaterkeeper.org
19 Email: erina@lawwaterkeeper.org
20 Email: madeleine@lawwaterkeeper.org
21 Phone: (310) 394-6162

22 With copies to:

23 Livia Borak Beaudin
24 Coast Law Group LLP
25 1140 South Coast Highway 101
26 Encinitas, CA 92024
27 Email: livia@coastlaw.com
28 natalie@coastlaw.com
Phone: 760-942-8505

If to Defendant:

Fenico LLC
Michael Zapata, CEO
Bill Hammer, COO
7805 Madison Street
Paramount, CA 91723
Email: mzapata@fenicoinc.com
Email: bhammer@fenicoinc.com
Phone: (562) 232-3461

With copies to:

Charles H. Pomeroy
595 E. Colorado Blvd., Suite 211
Pasadena, CA 91101
Email:
Cpomeroy@stilespomero.com
Phone: 626-243-5599

Notifications of communications shall be deemed submitted three (3) days after the
date that they are postmarked and sent by first-class mail, or immediately after
acknowledgement of receipt via email by the receiving Party. Any change of address
or addresses shall be communicated in the manner described above for giving notices.

1 57. If for any reason the Federal Agencies should object to entry of this
2 Consent Decree or to any portion of this Consent Decree or the Court should decline
3 to approve this Consent Decree in the form presented, the Parties shall use their best
4 efforts to work together to modify the Consent Decree within thirty (30) days so that
5 it is acceptable to the Federal Agencies or the Court. If the Parties are unable to
6 modify this Consent Decree in a mutually acceptable manner that is also acceptable
7 to the Court, this Consent Decree shall immediately be null and void as well as
8 inadmissible as a settlement communication under Federal Rule of Evidence 408.

9
10 The Parties hereto enter into this Consent Decree and submit it to the Court for
11 its approval and entry as a final judgment.


12 IN WITNESS WHEREOF, the undersigned have executed this Consent Decree
13 as of the date first set forth below.

14 APPROVED AS TO CONTENT

15
16
17 Dated: October 16, 2024

18 By: 
19 Bruce Reznik
20 Executive Director
21 Los Angeles Waterkeeper

22 Dated: October 29, 2024

23 By: 
24 Michael Zapata
25 Chief Executive Officer
26 Fenico, LLC
27
28

1 APPROVED AS TO FORM

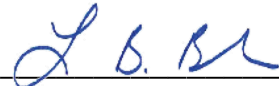
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COAST LAW GROUP, LLP

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4

5 Dated: October 22, 2024

By: 
Livia Borak Beaudin
Attorney for Plaintiff
Los Angeles Waterkeeper

6

7

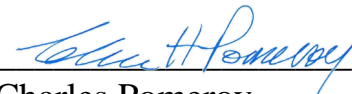
8

STILESPOMEROY LLP

9

10

11 Dated: October 29, 2024

By: 
Charles Pomeroy
Attorney for Defendant
Fenico, LLC

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16

**IT IS SO ORDERED.
FINAL JUDGMENT**

17

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19 Upon approval and entry of this Consent Decree by the Court, this Consent
20 Decree shall constitute a final judgment between the Plaintiff and Defendant.

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22

23 Dated: _____

CENTRAL DISTRICT OF CALIFORNIA

24

25

26

Honorable Sunshine S. Sykes
United States District Judge

27

28

1 APPROVED AS TO FORM

2

COAST LAW GROUP, LLP

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4

5 Dated: _____, 2024

By: _____

6

Livia Borak Beaudin
Attorney for Plaintiff
Los Angeles Waterkeeper

7

8

STILESPOMEROY LLP

9

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11 Dated: _____, 2024

By: _____

12

Charles Pomeroy
Attorney for Defendant
Fenico, LLC

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**IT IS SO ORDERED.
FINAL JUDGMENT**

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Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute a final judgment between the Plaintiff and Defendant.

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Dated: January 3, 2025

CENTRAL DISTRICT OF CALIFORNIA

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25



26

Honorable Sunshine S. Sykes
United States District Court Judge

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28