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UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF CALIFORNIA

CALIFORNIA SPORTFISHING
PROTECTION ALLIANCE,

Plaintiff,

v.

A.L. GILBERT COMPANY,

Defendant.

No. 1:15-cv-00533-KJM-SKO

ORDER

WHEREAS, on July 16, 2015, plaintiff California Sportsfishing Protection Alliance (“CSPA” or “Plaintiff”) propounded its First Request for Entry onto Designated Property (“Dry Weather Request”) to Defendant A.L. Gilbert Company (“Defendant”);

WHEREAS, pursuant to Federal Rule of Civil Procedure 34(a)(2), CSPA’s Dry Weather Request seeks entry onto Defendant’s property with its main address at 304 North Yosemite Avenue, Oakdale, California 95361 (“Facility”). As an exhibit to the Dry Weather Request, CSPA provided a site map that was submitted by Defendant with its Notice of Intent to Comply with the Industrial Storm Water Permit dated March 25, 1992;

WHEREAS, on August 14, 2015, Defendant timely responded and objected to CSPA’s Dry Weather Request;

1 WHEREAS, the parties have met and conferred in an effort to resolve disputed
2 issues concerning CSPA's Dry Weather Request;

3 WHEREAS, while reserving all rights and objections, the parties have reached
4 consensus as to terms and conditions for CSPA's Dry Weather Inspection of the Facility;

5 THEREFORE, the Parties hereby stipulate and agree and request that the court so
6 order that CSPA may conduct an inspection of the Facility during dry weather as follows:

7 Date and Duration of Inspection

- 8 1. CSPA shall conduct a Dry Weather Inspection on October 22, 2015, which shall
9 begin no later than 10:00 a.m.
- 10 2. CSPA's Dry Weather Inspection shall last no more than four (4) hours.
- 11 3. CSPA will be permitted up to and including four (4) representatives at the Dry
12 Weather Inspection who will be accompanied by Defendant's representatives
13 during the inspection. CSPA's representatives shall be free to step away during the
14 inspection, at sufficient distance to be out of earshot but within view of
15 Defendant's representatives, to have brief, private conversations.
- 16 4. CSPA will notify Defendant of the individual representatives that will attend the
17 Dry Weather Inspection at least forty-eight (48) hours prior to the inspection.
- 18 5. CSPA and its representatives shall follow any and all safety measures and/or
19 instructions provided to them during the inspection.

20 Scope of Inspection

- 21 6. CSPA's inspection shall include all outdoor areas of potential storm water
22 pollution, including, but not limited to the following:
 - 23 a. Areas related to feed product manufacturing and processing, if any;
24 shipping and receiving areas; equipment and vehicle maintenance,
25 cleaning, fueling, and storage areas; areas used to unload raw materials;
26 areas used to load finished products; liquid feed, fat, and molasses tanks, if
27 any; mineral and soy oil tanks, if any; unprocessed material storage areas,
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- 1 and scrap storage, if any; boiler operations, truck washing station, and on-
2 site railroad tracks, if any;
- 3 b. Any areas or equipment from which any liquids, runoff, or fugitive dust or
4 debris may drain, or be drained, or discharged, if any;
- 5 c. All storm drains and all storm water conveyances;
- 6 d. All storage areas, including all areas where equipment, parts, chemicals,
7 fluids, and waste are stored;
- 8 e. All pollution management measures, or Best Management Practices
9 (BMPs), such as bermed areas, areas with secondary containment and so
10 on;
- 11 f. All entrances and exits;
- 12 g. All Storm Water Pollution Prevention Plans, Monitoring and Reporting
13 Plans, sampling data and other storm water monitoring information, or any
14 other records or documents kept by the Defendant at the Facility related to
15 water quality at the facility.
- 16 7. Indoor areas may be viewed but not entered.
- 17 8. Both parties will be permitted to take photograph(s) and/or video(s) during the Dry
18 Weather Inspection. However, CSPA shall not photograph or videotape any of
19 Defendant's employees or customers. Defendant's employees and customers shall
20 not intentionally or inadvertently obstruct CSPA's taking of photographs and/or
21 videos during the inspection.
- 22 9. The Parties shall exchange any photographs and/or videos taken during CSPA's
23 Dry Weather Inspection within ten (10) business days of the inspection.
- 24 10. CSPA will be permitted to collect samples of non-storm water discharges that are
25 observed during the Dry Weather Inspection. CSPA shall provide Defendant's
26 representatives with split samples of any non-storm water discharge samples
27 collected during the Dry Weather Inspection, if feasible and requested. Defendant
28 will provide its own sampling equipment, preservative, and/or chain of custody

1 forms. At least seventy two (72) hours prior to the Dry Weather Inspection CSPA
2 shall provide Defendant's representatives with its intended types of samples (e.g.,
3 liquid, soil, and/or solid), types of equipment (e.g., sampling bottles), parameters,
4 and test methods so that Defendants' representatives shall have sufficient time to
5 have equipment on hand to take samples along with CSPA during the inspection.

- 6 11. In the event there is a rain event sufficient to generate storm water discharges from
7 the facility during the Dry Weather Inspection, CSPA will be permitted to collect
8 storm water samples from all discharge points during the Dry Weather Inspection.
9 CSPA shall provide Defendant's representatives with split samples of any storm
10 water discharge samples collected during the Dry Weather Inspection, if feasible
11 and requested. Defendant will provide its own sampling equipment, preservative,
12 and/or chain of custody forms. At least seventy two (72) hours prior to the Dry
13 Weather Inspection CSPA shall provide Defendant's representatives with its
14 intended types of samples (e.g., liquid, soil, and/or solid), types of equipment (e.g.,
15 sampling bottles), parameters, and test methods so that Defendants' representatives
16 shall have sufficient time to have equipment on hand to take samples along with
17 CSPA during the inspection.
- 18 12. CSPA will provide Defendant with a copy of the lab results of any analysis of any
19 sample collected during the Dry Weather Inspection.
- 20 13. Defendant will provide Plaintiff with a copy of the lab results of any analysis of
21 any split or other samples collected during the Dry Weather Inspection.
- 22 14. Nothing in this stipulation and agreement shall constitute a waiver by any party of
23 further discovery rights, including the right to demand further inspections, or
24 objections to further discovery.

25 IT IS SO ORDERED.

26 DATED: September 24, 2015.

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UNITED STATES DISTRICT JUDGE