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8 Counsel for Plaintiff  
9 CALIFORNIA SPORTFISHING  
10 PROTECTION ALLIANCE

**FILED**

JAN - 6 2009

CLERK, U.S. DISTRICT COURT  
11 EASTERN DISTRICT OF CALIFORNIA  
12 BY *[Signature]*  
13 DEPUTY CLERK

14 UNITED STATES DISTRICT COURT  
15 EASTERN DISTRICT OF CALIFORNIA

16 CALIFORNIA SPORTFISHING  
17 PROTECTION ALLIANCE,

Case No. 2:07-cv-00965-FCD-GGH

18 Plaintiff,

~~PROPOSED~~ CONSENT AGREEMENT

19 vs.

20 AMERICAN AUTO WRECKERS,  
21 RICHARD L. PARKS,

22 California Sportfishing Protection Alliance v. American Auto Wreckers et al  
23 Defendants.

24 Doc. 14

25  
26  
27  
28  
PROPOSED] CONSENT  
AGREEMENT

Case No. 2:07-cv-00965-FCD-GGH

**SETTLEMENT AGREEMENT AND MUTUAL RELEASE OF CLAIMS**

This Settlement Agreement and Mutual Release of Claims (“AGREEMENT”) is entered into between the California Sportfishing Protection Alliance (“CSPA”) and American Auto Wreckers (“AAW”) and Richard L. Parks (AAW and Richard L. Parks will be referred to collectively as “Defendants”; all parties to this settlement will be referred to as the “SETTLING PARTIES”), with respect to the following facts and objectives:

## RECITALS

9 WHEREAS, CSPA is a 501(c)(3) non-profit, public benefit corporation organized under the  
10 laws of the State of California, dedicated to the protection, enhancement, and restoration of the  
11 rivers, creeks, and tributaries of the San Joaquin River and Sacramento-San Joaquin Delta. Bill  
12 Jennings is the Executive Director of CSPA and a member of CSPA;

WHEREAS, AAW is a business entity operating under the laws of the State of California  
14  
that owns and operates an auto dismantling and parts facility located at 6128 Stockton Blvd.,  
15  
Sacramento, California (the "Facility"). The Facility is covered by State Water Resources Control  
16  
Board Water Quality Order No. 97-03-DWQ, National Pollutant Discharge Elimination System  
17  
General Permit No. CAS000001, Waste Discharge Requirements for Discharges of Storm Water  
18  
Associated with Industrial Activities Excluding Construction Activities (hereinafter, the "General  
19  
Permit");  
20  
21

22 WHEREAS, Richard L. Parks is an individual and is the owner and operator of AAW;

23 WHEREAS, on or about February 16, 2007, CSPA provided Defendants with a Notice of  
24 Violation and Intent to File Suit (“60-Day Notice Letter”) under the Federal Water Pollution  
25 Control Act (the “Act” or “Clean Water Act”), 33 U.S.C. § 1365;

27 WHEREAS, on May 22, 2007, CSPA filed its Complaint in the United States District Court

for the Eastern District of California against Defendants (*California Sportfishing Protection*

1 *Alliance v. American Auto Wreckers et al.* Case No. 2:07-cv-00965-FCD-GGH);

2 WHEREAS, Defendants deny any and all of CSPA's claims in its 60-Day Notice Letter and  
3 Complaint;

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

8 WHEREAS, Defendants have provided CSPA with sworn affidavits asserting extreme  
9 financial hardship and inability to pay civil penalties, attorneys' fees, costs or expenses;

10 WHEREAS, the SETTLING PARTIES have agreed that, due to this extreme hardship and  
11 inability to contribute financially, Defendants' extremely limited financial resources should be used  
12 to protect water quality by ensuring that best management practices at the Facility are at all times  
13 compliant with the General Permit and the Clean Water Act; and,

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

17 NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of  
18 which is hereby acknowledged, the SETTLING PARTIES hereby agree as follows:

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22  
23 EFFECTIVE DATE  
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26 1. The term "Effective Date," as used in this AGREEMENT, shall mean the last date  
27 on which the signature of a party to this AGREEMENT is executed.  
28

## **COMMITMENTS OF CSPA**

2. Stipulation to Dismiss Without Prejudice and [Proposed] Order. Within ten (10) calendar days of the expiration of the Agencies' review period specified in Paragraph 10 below, CSPA shall file a Stipulation to Dismiss Without Prejudice and [Proposed] Order thereon pursuant to Federal Rule of Civil Procedure 41(a)(1)(A) with the United States District Court for the Eastern District of California ("District Court"), with this AGREEMENT attached as Exhibit A thereto, specifying that CSPA is dismissing with prejudice all claims in CSPA's Complaint. Consistent with Paragraph 18 herein, the Stipulation to Dismiss Without Prejudice and [Proposed] Order shall state that the District Court will retain jurisdiction through September 30, 2009 for purposes of resolving any disputes between the SETTLING PARTIES with respect to any provision of this AGREEMENT. If the District Court chooses not to enter the Order, this AGREEMENT shall be null and void upon the proper Notice by any Settling Party.

## COMMITMENTS OF DEFENDANTS

#### A. Compliance Measures.

3. Compliance with Best Available Technology and Best Conventional Pollutant Control Technology. Within 60 days of the Effective Date, Defendants agree to reduce or prevent pollutants associated with industrial activity in storm water discharges and authorized non-storm water discharges through implementation of BMPs that constitute the Best Available Technology for toxic and and non-conventional pollutants and the Best Conventional Pollutant Control Technology for conventional pollutants as defined in the Industrial Permit. Best Available Technology and Best Conventional Pollutant Control Technology are defined in the Industrial Permit and are commonly referred to as BAT/BCT. Within 60 days of the Effective Date, Defendants shall, if they have not already done so, further develop and implement a SWPPP that

1 complies with all requirements of the Industrial Permit and that includes all BMPs that achieve  
2 BAT/BCT. Within 60 days of the Effective Date, Defendants shall also revise their SWPPP as  
3 described herein to include any new BMPs such as the berms described herein. Defendants shall  
4 evaluate the effectiveness of their BMPs by comparing analytical results of storm water samples  
5 with the "Benchmark Levels" identified in Table 1 attached hereto as Exhibit B and incorporated  
6 herein by reference. Defendants agree to comply with the action plan requirements of paragraph 12.  
7

8       4.     BMPs Designed to Make Progress Towards Meeting Applicable Water Quality  
9     Standards. Receiving Water Limitation C(2) in the Industrial Permit requires that the Facility "not  
10 cause or contribute to the exceedance of an applicable water quality limit." Defendants are required  
11 and agree to make significant progress towards meeting applicable water quality standards as  
12 required by the Water Board, Industrial Permit and the Water Quality Control Plan ("Basin Plan").  
13 Defendants' BMPS shall include, but not be limited to the following:  
14

15       a.     Protect all drop inlets. Defendants shall:

16               (1)    install and maintain straw waddles around each drop inlet at the  
17               Facility. Straw waddles shall be maintained in good condition and  
18               checked at least monthly during the Wet Season (Oct. 1 – May 31)  
19               and replaced as necessary.  
20               (2)    install and maintain sock filters at each drop inlet; and  
21               (3)    cover all drop inlets during the Dry Season (June 1 – Sept. 30) to  
22               prevent an accumulation of materials. Defendants may uncover inlets  
23               as necessary to accommodate for unseasonable rains or safety  
24               concerns.

25       b.     Sweeping program. Defendants will sweep all paved portions of the Facility  
26               exposed to rainfall on a daily basis. Sediment accumulated from sweeping shall be disposed of to  
27               ensure that it is not discharged into the Facility's storm water conveyance system.  
28

29       d.     Cover pollutant sources. Defendants will cover all pollutant sources to the  
30               fullest extent possible.  
31

- (1) Defendants shall ensure that all oils, fuels, and other fluids from vehicles are drained on paved surfaces and under cover. Defendants shall store vehicle fluids in covered containers with secondary containment to prevent spills or exposure to rainfall.
- (2) Defendants shall ensure that all car batteries shall be stored under cover and disposed of according to law.
- (3) When ever possible, Defendants will tarp or otherwise cover vehicle parts that may leak or otherwise discharge fluid pollutants into storm water.

e. Reduce and Protect all Discharge Points. Defendant will identify all points

of discharge for storm water from the Facility in its SWPPP and implement adequate BMPs for each discharge point.

5. Non-Storm Water Discharges. Within 60 days of the Effective Date, Defendants shall develop and implement BMPs at the Facility to eliminate all non-storm water discharges. The BMPs shall be incorporated into the Facility's SWPPP as set forth below in paragraph 8.

6. **BMP Maintenance.** Defendants shall inspect all BMPs at the Facility prior to each reasonably anticipated rain event occurring during business hours, daily during periods of continuing rainfall, within 24 hours after rainfall ceases, and monthly during the dry season (defined as June 1 – September 30), to ensure proper implementation and effectiveness of BMPs. Any BMP that is temporarily altered shall be restored immediately upon cessation of the operation or by the close of business, except that where rain has been predicted within 24 hours, the restoration shall occur prior to the rain event forecast for that day. Defendants shall generate a report for each inspection detailing the conditions observed during the inspection (“Inspection Report”) to be maintained at the facility.

## **B. Employee Training**

7. Within 60-days of the Effective Date, Defendants shall provide employee training for employees at the Facility as follows:

1                   a. Non-Storm Water Discharge Training. Defendants shall conduct training on  
2 the Industrial Permit's prohibition of non-storm water discharges so that employees know what non-  
3 storm water discharges are and how to avoid them. Such training shall be specified in the SWPPP.  
4

5                   b. BMP Training. Defendants shall provide training to all employees  
6 responsible for BMP implementation and maintenance. Training shall be provided by a private  
7 consultant or representative of Defendants familiar with the Industrial Permit requirements and shall  
8 be repeated as necessary to ensure that all such employees are familiar with the Industrial Permit  
9 and SWPPP requirements. Defendants shall maintain training records to document compliance  
10 with this paragraph, and shall provide CSPA with a copy of these records within 14-days of receipt  
11 of a written request.

12                   c. Sampling Training. Defendants shall provide training to all individuals  
13 performing sampling pursuant to the Industrial Permit at the Facility. All employees shall thereafter  
14 be trained prior to becoming responsible for conducting sampling activities. The training shall be  
15 provided by a private consultant or representative of Defendants familiar with the Industrial Permit  
16 requirements and shall be repeated as necessary to ensure Industrial Permit compliance. Defendants  
17 shall maintain training records to document compliance with this paragraph, and shall provide  
18 CSPA with a copy of these records within 14-days of receipt of a written request.  
19

20                   d. Visual Observation Training. Defendants shall provide additional training to  
21 all individuals performing visual observations pursuant to the Industrial Permit at the Facility. The  
22 training will be provided by a private consultant or representative of Defendants and shall be  
23 repeated as necessary to ensure Industrial Permit compliance. All new staff will receive this  
24 training before assuming responsibilities for implementing a SWPPP. Defendants shall maintain  
25 training records to document compliance with this paragraph, and shall provide CSPA with a copy  
26  
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of these records within 14 days of a written request.

1           C.    Storm Water Pollution Prevention Plan

2           8.    SWPPP Revisions. Within 60-days of the Effective Date, Defendants agree to revise  
3 the SWPPP currently in effect at the Facility to incorporate all storm water pollution prevention  
4 measures and other requirements set forth in this AGREEMENT and/or the Industrial Permit.  
5 Specifically, the SWPPP shall include a description of all industrial activities and corresponding  
6 potential pollution sources and, for each potential pollutant source, a description of the potential  
7 pollutants from the sources. The SWPPP shall also identify BMPs, and their implementation dates  
8 as required by the Industrial Permit and the Act. Defendants shall revise the SWPPP to incorporate  
9 additional BMPs developed pursuant to this AGREEMENT, the Industrial Permit, or as required by  
10 the Water Board.

11           9.    CSPA's review of revised SWPPP. Defendants shall submit one copy of the revised  
12 SWPPP to CSPA within 10 days of completion of the revision.

13           a.    Within 30 days of CSPA's receipt of the revised SWPPP, CSPA shall provide  
14 Defendants with comments and suggestions, if any, concerning the revisions to the SWPPP.

15           b.    Within 10 days of Defendants' receipt of CSPA's comments on the revised SWPPP,  
16 Defendants will either incorporate CSPA's comments and reissue the SWPPP or they shall provide  
17 a written explanation identifying the comment not incorporated and the reasons therefore.

18           c.    Either party may elect to invoke the dispute resolution procedures as outlined in  
19 paragraph 21 below if a good faith attempt to resolve any dispute is unsuccessful.

1                   D. **Sampling, Monitoring, Inspecting, & Reporting**

2                   10. **Sampling Program.** Within 60-days of the Effective Date, Defendants shall develop  
3 and implement a M&RP for the collection of storm water samples during storm events that  
4 incorporates the requirements of this AGREEMENT and the Industrial Permit for the Facility.

5                   11. **Sample Analysis and Sample Frequency.** Beginning with the 2008/2009 wet season  
6 (wet season is defined as October 1 – May 31) and continuing each wet season for the life of this  
7 AGREEMENT, Defendants shall collect storm water samples from each discharge location at the  
8 Facility of each storm event at least two storm events per wet season occurring during business  
9 hours. Defendants shall analyze the samples for the constituents currently identified in Table 1 and  
10 the SWPPP. A California state certified laboratory shall perform all sample chemical analyses.  
11 Defendants shall select laboratories and analytical limits such that, at a minimum, the method  
12 detection limits (“MDLs”) shall be below both the “Benchmark Levels” and any applicable water  
13 quality standard (“WQS”). The Benchmark Levels are set forth in Table 1 of Attachment B,  
14 attached hereto.

15                   12. **Action Plans.** In the event that Defendants exceed a Table 1 “Benchmark Levels” or  
16 applicable water quality standards during the life of this AGREEMENT at the Facility, Defendants  
17 shall meet and confer with Plaintiff as set forth below to devise a mutually agreed upon action plan  
18 designed to prevent future exceedances (“Action Plan”). The Action Plan is to be done by July 1  
19 following each rainy season following the Effective Date. The Settling Parties agree to comply  
20 with the dispute resolution procedures set forth in paragraph 21 below if there are any  
21 disagreements regarding the Action Plan(s).

22                   a. **Benchmark Levels Action Plan.** Defendants shall provide CSPA with an Action  
23 Plan by July 1 following each rainy season. The Action Plan shall include at a minimum (1) the  
24

1 identification of the pollutant(s) discharged in excess of the Benchmark Levels, (2) an assessment of  
2 the source of the pollutant, (3), the identification of additional BMPs that will be implemented to  
3 achieve compliance with the Benchmark Levels set forth in Table 1, and (4) time schedules for  
4 implementation of the proposed BMPs. Defendants agree to implement all non-structural BMPs  
5 contemplated in the Action Plan within 21 days of Defendants' receipt of storm water sampling data  
6 demonstrating an exceedance of a Benchmark Level. CSPA shall have 21-days upon receipt of  
7 Defendants' Action Plan to provide Defendants with any such comments. Defendants shall have  
8 14-days from the date CSPA comments on Defendants' Action Plan to implement any additional  
9 non-structural or structural BMPs. If any structural BMPs require any agency approval then  
10 Defendants shall contact CSPA to request an extension of the deadline to implement the structural  
11 BMPs requiring agency approval. CSPA's consent to Defendants' requested extension shall not be  
12 unreasonable withheld. In addition, the BMP(s) shall be subject to any applicable agency  
13 requirements and approval. Defendants shall notify CSPA in writing when the Action Plan has  
14 been implemented.

15 13. Site Visit. The SETTLING PARTIES agree that CSPA may conduct one wet  
16 weather site visit at the Facility annually for the term of this Agreement. The Site Visit shall occur  
17 during normal business hours and CSPA shall provide Defendants with at least 48-hours notice  
18 prior to the Site Visit. CSPA shall be permitted to take photographs, video recording, and/or  
19 samples of storm water. CSPA shall be allowed access to the Facility's SWPPP and monitoring  
20 records and to all monitoring reports and data for the Facility.

21 14. Reporting. During the life of this AGREEMENT, Defendants shall concurrently  
22 copy CSPA on all correspondences, plans, Annual Reports, monitoring data, or any document sent  
23 to the Regional Board or any regulatory or government agency or relating to any environmental  
24

1 conditions at the Facility. Defendants agree to provide CSPA with copies of correspondences or  
2 any documents received from a regulatory or government agency or regarding environmental  
3 conditions at the Facility within 10 days of the Defendants receipt of such information.

4 Additionally, Defendants shall provide CSPA with a copy of all laboratory analyses of sampling at  
5 the Facility within 10 days of Defendants' receipt of such information.

6       15. Additional BMPs. Defendants agree to implement additional feasible measures  
7 aimed at reducing pollutants in the Facility's storm water if the results of storm water samples taken  
8 by Defendants during the term of this AGREEMENT indicate that storm water discharges from the  
9 Facility exceed the Benchmark levels set forth in U.S. EPA's Multi-Sector General Permit for  
10 Storm Water Discharges Associated with Industrial Activity, 65 Fed. Reg. 64746, 64766-64767  
11 (Oct. 30, 2000). New or revised BMPs shall be incorporated into the Facility's SWPPP within  
12 thirty (30) calendar days of implementation of the new or revised BMP.

13       D. **Mitigation Payments, Fees & Costs.**

14       16. Fees, Costs, and Expenses. Based on Defendants' verified, confidential affidavit of  
15 financial duress, CSPA agrees to waive its right to seek reasonable investigative, consultant, expert  
16 and attorneys' fees and costs incurred in this matter, and Defendants agree to waive their right to  
17 seek any investigative, consultant, expert and attorneys' fees and costs incurred in this matter. If,  
18 during the term of this Agreement, CSPA discovers that Defendants misrepresented their financial  
19 status for the purposes of misleading CSPA during settlement negotiations, CSPA reserves the right  
20 to seek further civil penalties for any violations of the Clean Water Act or the General Permit  
21 occurring before the Effective Date of this AGREEMENT. The SETTLING PARTIES understand  
22 and agree that any misrepresentations as to Defendants' financial status by any Defendant during the  
23 term of this AGREEMENT shall constitute a material breach of this AGREEMENT.

17. Review by Federal Agencies. CSPA shall submit this AGREEMENT to the U.S.  
1 EPA ("EPA") and the U.S. Department of Justice ("DOJ") (hereinafter, the "Agencies") via  
2 certified mail, return receipt requested, within ten (10) calendar days after the Effective Date of this  
3 AGREEMENT for review consistent with 40 C.F.R. § 135.5. The Agencies' review period expires  
4 forty-five (45) calendar days after receipt of the AGREEMENT by both Agencies, as evidenced by  
5 the return receipts. In the event that the Agencies comment negatively on the provisions of this  
6 AGREEMENT, the SETTLING PARTIES agree to meet and confer to attempt to resolve the  
7 issue(s) raised by the Agencies. If the SETTLING PARTIES are unable to resolve any issue(s)  
8 raised by the Agencies in their comments, the SETTLING PARTIES agree to expeditiously seek a  
9 settlement conference with the Court to resolve the issue(s).

12 TERMINATION DATE OF AGREEMENT

13 18. This AGREEMENT shall terminate on September 30, 2009.

15 NO ADMISSION OR FINDING

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

22 MUTUAL RELEASE OF LIABILITY

23 20. In consideration of the above, and except as otherwise provided in Paragraph 21 or  
24 otherwise in this AGREEMENT, the SETTLING PARTIES hereby forever and fully release each  
25 other and their respective successors, assigns, officers, agents, employees, and all persons, firms and  
26 corporations having an interest in them, from any and all claims and demands of any kind, nature, or  
27 28

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

5 **DISPUTE RESOLUTION PROCEDURES**

6 21. Any disputes with respect to any of the provisions of this AGREEMENT shall be  
7 resolved through the following procedure. The SETTLING PARTIES agree to first meet and confer  
8 to resolve any dispute arising under this AGREEMENT. In the event that such disputes cannot be  
9 resolved through this meet and confer process, the SETTLING PARTIES agree to request a  
10 settlement meeting before the Court to which this matter is then assigned. In the event that the  
11 SETTLING PARTIES cannot resolve the dispute by the conclusion of the settlement meeting with  
12 the Court, the Settling Parties agree to submit the dispute via motion to the Court.  
13

14 22. In resolving any dispute arising from this AGREEMENT, the Court may award relief  
15 limited to compliance orders, but shall also have discretion to award attorneys' fees and costs,  
16 subject to proof.  
17

18 **BREACH OF SETTLEMENT AGREEMENT**

19 23. Impossibility of Performance. Where implementation of the actions set forth in this  
20 AGREEMENT, within the deadlines set forth in those paragraphs, becomes impossible, despite the  
21 timely good faith efforts of the SETTLING PARTIES, the party who is unable to comply shall  
22 notify the other in writing within seven (7) calendar days of the date that the failure becomes  
23 apparent, and shall describe the reason for the non-performance. The SETTLING PARTIES agree  
24 to meet and confer in good faith concerning the non-performance and, where the SETTLING  
25 PARTIES concur that the non-performance was or is impossible, despite the timely good faith  
26  
27  
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1 efforts of one of the SETTLING PARTIES, new performance deadlines shall be established by  
2 agreement of the parties. In the event that the SETTLING PARTIES cannot timely agree, either  
3 SETTLING PARTY shall have the right to invoke the dispute resolution procedure described  
4 herein.

5 GENERAL PROVISIONS

6 24. Construction. The language in all parts of this AGREEMENT shall be construed  
7 according to its plain and ordinary meaning, except as to those terms defined by law, in the General  
8 Permit, Clean Water Act or specifically herein.  
9

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

12 26. Severability. In the event that any provision, section, or sentence of this  
13 AGREEMENT is held by a court to be unenforceable, the validity of the enforceable provisions  
14 shall not be adversely affected.  
15

16 27. Correspondence. All notices required herein or any other correspondence pertaining  
17 to this AGREEMENT shall be sent by regular, certified, or overnight mail as follows:

18 If to CSPA:

19 To:  
20 Bill Jennings, Executive Dir.  
21 Cal. Sportfishing Protection Alliance  
22 3536 Rainier Road  
23 Stockton, CA 95204  
24 Tel. (209) 464-5067

And to:  
Andrew L. Packard  
Law Offices of Andrew L. Packard  
319 Pleasant Street  
Petaluma, CA 94952  
Tel. (707) 763-7227

25 If to Defendants:

26 Richard L. Parks  
American Auto Wreckers, Inc.  
6128 Stockton Blvd.  
27 Sacramento, CA 995824

Notifications of communications shall be deemed submitted on the date that they are  
1 postmarked and sent by first-class mail or deposited with an overnight mail/delivery service. Any  
2 change of address or addresses shall be communicated in the manner described above for giving  
3 notices. In addition, the SETTLING PARTIES may agree to transmit documents electronically or  
4 by facsimile.

5  
6 28. Counterparts. This AGREEMENT may be executed in any number of counterparts,  
7 all of which together shall constitute one original document. Telecopy, .pdf, and/or facsimile copies  
8 of original signature shall be deemed to be originally executed counterparts of this AGREEMENT.

9  
10 29. Assignment. Subject only to the express restrictions contained in this  
11 AGREEMENT, all of the rights, duties and obligations contained in this AGREEMENT shall inure  
12 to the benefit of and be binding upon the SETTLING PARTIES, and their successors and assigns.

13  
14 30. Modification of the AGREEMENT. This AGREEMENT, and any provisions herein,  
15 may not be changed, waived, discharged or terminated unless by a written instrument, signed by the  
16 SETTLING PARTIES.

17  
18 31. Full Settlement. This AGREEMENT constitutes a full and final settlement of this  
19 matter. It is expressly understood and agreed that the AGREEMENT has been freely and  
20 voluntarily entered into by the SETTLING PARTIES with and upon advice of counsel.

21  
22 32. Integration Clause. This is an integrated AGREEMENT. This AGREEMENT is  
23 intended to be a full and complete statement of the terms of the agreement between the SETTLING  
24 PARTIES and expressly supersedes any and all prior oral or written agreements covenants,  
25 representations and warranties (express or implied) concerning the subject matter of this  
26 AGREEMENT.

33. Negotiated Agreement. The SETTLING PARTIES have negotiated this AGREEMENT, and agree that it shall not be construed against the party preparing it, but shall be construed as if the Parties jointly prepared this AGREEMENT and any uncertainty and ambiguity shall not be interpreted against any one party.

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

The SETTLING PARTIES hereby enter into this AGREEMENT.

Date: 10-9-08, 2008

## AMERICAN AUTO WRECKERS AND RICHARD L. PARKS

By: Richard Parks

Date: \_\_\_\_\_, 2008

## CALIFORNIA SPORTFISHING PROTECTION ALLIANCE

By: Bill Jennings  
Executive Director

33. Negotiated Agreement. The SETTLING PARTIES have negotiated this AGREEMENT, and agree that it shall not be construed against the party preparing it, but shall be construed as if the Parties jointly prepared this AGREEMENT and any uncertainty and ambiguity shall not be interpreted against any one party.

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

The SETTLING PARTIES hereby enter into this AGREEMENT.

11 Date: \_\_\_\_\_, 2008

## AMERICAN AUTO WRECKERS AND RICHARD L. PARKS

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By: Richard Parks

16 Date: 30 October 2008

## CALIFORNIA SPORTFISHING PROTECTION ALLIANCE

By: Bill Jennings  
Executive Director

1 APPROVED AS TO FORM:

2 Date: 10/15/08, 2008

3 For DEFENDANTS  
4 ERICKSEN, ARBUTHNOT, KILDUFF, DAY &  
5 LINDSTROM



6

7 By: Mark Tratten, Esq.

8 For PLAINTIFF

9 Date: \_\_\_\_\_, 2008

10 LAW OFFICE OF ANDREW L. PACKARD

11

12 By: Michael Lynes, Esq.

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1 APPROVED AS TO FORM:

2 Date: \_\_\_\_\_, 2008

3 For DEFENDANTS  
4 ERICKSEN, ARBUTHNOT, KILDUFF, DAY &  
5 LINDSTROM

6

7 By: Mark Tratten, Esq.

8 Date: January 10, 2008

9 For PLAINTIFF  
10 LAW OFFICE OF ANDREW L. PACKARD

Michael Lynes

11 By: Michael Lynes, Esq.

12  
13  
14  
15  
16 Dated: 1/10/09

17 IT IS SO ORDERED  
18 Jay Dorn