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 13 CALIFORNIA SPORTFISHING PROTECTION ALLIANCE

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20 Attorney for Defendant  
 21 RIVER CITY WASTE RECYCLERS, LLC

22 UNITED STATES DISTRICT COURT  
 23 EASTERN DISTRICT OF CALIFORNIA

24 CALIFORNIA SPORTSFISHING  
 25 PROTECTION ALLIANCE, a non-profit  
 26 corporation,

27 Plaintiff,

28 vs.

29 RIVER CITY WASTE RECYCLERS,  
 30 LLC, a California Limited Liability  
 31 Company,

32 Defendant.

Case No. 2:14-cv-01452-KJM-CKD

Assigned to Hon. Kimberly J. Mueller

CONSENT DECREE

1           **WHEREAS**, Plaintiffs CALIFORNIA SPORTFISHING PROTECTION ALLIANCE  
2 (“**CSPA**” or “**Plaintiff**”) is a 501(c)(3) non-profit, public benefit corporation duly organized  
3 and existing under and by virtue of the laws of the State of California, dedicated to the  
4 protection, enhancement, and restoration of the Sacramento River, its tributaries, and other  
5 California waters. Bill Jennings is the Chairperson, and a member, of CSPA.

6           **WHEREAS**, Defendant RIVER CITY WASTE RECYCLERS, LLC (“**River City**” or  
7 “**Defendant**”), is a limited liability company, duly organized and existing under and by virtue  
8 of the laws of the State of California.

9           **WHEREAS** River City, as a leasehold tenant, operates a wood and metal recycling  
10 facility at 8940 Elder Creek Road in Sacramento, California (the “**Facility**”).

11           **WHEREAS**, Defendant discharges storm surface water from the Facility pursuant to  
12 State Water Resources Control Board Water Quality Order No. 97-03-DWQ, Waste Discharge  
13 Requirements for Discharges of Storm Water Associated with Industrial Activities Excluding  
14 Construction Activities (hereinafter the “**1997 General Permit**”), and, since July 1, 2015,  
15 Order No. 2014-0057-DWQ, National Pollutant Discharge Elimination System General Permit  
16 No. CAS000001, Waste Discharge Requirements for Discharges of Storm Water Associated  
17 with Industrial Activities Excluding Construction Activities (hereinafter, the “**2015 General**  
18 **Permit**”) (collectively “General Permits”). The 2015 General Permit’s requirements apply to  
19 “stormwater associated with industrial activity” as defined at 40 Code of Federal Regulations  
20 § 122.26(b)(14);

21           **WHEREAS**, on or about March 31, 2014, CSPA served River City, the United States  
22 Attorney General, the national and Region IX offices of the United States Environmental  
23 Protection Agency, the State Water Resources Control Board (“**State Board**”) and the  
24 Regional Water Quality Control Board – Central Valley Region (“**Regional Board**”) with  
25 Notices of Violation and Intent to File Suit (“**60-Day Notice**”) under Sections 505(a)(1) and (f)  
26 of the Federal Water Pollution Control Act (the “**Act**” or “**Clean Water Act**”), 33 U.S.C.  
27 § 1365(a)(1) and (f);





1           2.     The obligations of this Consent Decree apply to and are binding upon CSPA and  
2 upon River City and any successors, assigns, or other entities or persons otherwise bound by  
3 law.

4           3.     In any action to enforce this Consent Decree, Defendant shall not raise as a  
5 defense the failure by any of its officers, employees, agents, or contractors to take any actions  
6 necessary to comply with the provisions of this Consent Decree.

7                                   **IMPROVEMENTS TO THE FACILITY’S**

8                                   **STORM WATER POLLUTION CONTROL MEASURES**

9           4.     By no later than December 1, 2016, Defendant shall install improved storm water  
10 containment structures by: (a) expanding the existing stormwater basin at the Facility, so that it  
11 is designed to capture the 85th-percentile, 24-hour storm event at the Facility (approximately  
12 6,125 cubic feet of storm water storage), (b) retrofitting the existing storm water basin with an  
13 overflow structure that: (1) provides for passive filtering of any overflows to reduce sediment  
14 and metals prior to discharging from the Facility, and (2) facilitates the taking of samples by  
15 the Facility in compliance with the 2015 General Permit. River City shall confirm the design  
16 and sizing of the containment structure(s) by retaining a registered engineer to certify by not  
17 later than January 1, 2017 that the drawings and structures (as built) will capture the 85th-  
18 percentile, 24-hour storm event at the Facility (approximately 6,125 cubic feet of storm water  
19 storage). The engineer’s certification shall be in writing and shall be forwarded to CSPA  
20 within 3 business days of receipt by River City. River City shall operate the containment  
21 structure(s) to maintain and maximize the capacity of the storm water containment structure(s).

22           5.     Defendant shall prevent any discharges of storm water from the Facility except  
23 through the engineered storm water overflow structure associated with the storm water  
24 containment structure(s). Any storm water flows from the Facility during a particular storm  
25 event that consist of flows exceeding the 85th-percentile, 24-hour storm event at the Facility  
26 and which overflow or by-pass the containment structures shall be subject to passive filtering

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1 consisting of, at a minimum, Filtrex fiber rolls, or equivalent, designed to remove metals and  
2 suspended solids from storm water.

3           6.     Within thirty (30) days of the Effective Date, Defendant shall extend the existing  
4 awning off of the rear of the office building to cover the active initial receiving area for smaller  
5 recyclable materials, including for example batteries, CRV materials (plastics, cans, bottles),  
6 consumer electronics, smaller automotive parts, wiring (copper), tanks, lead sinkers, tubing,  
7 and electronic motors, to prevent rainwater from contacting such sources during their receipt.

8           7.     Within thirty (30) days of the Effective Date, Defendant shall take all reasonable  
9 steps to store any open bins in a covered area or to take such other reasonable steps so as to  
10 prevent open bins from coming into contact with rainfall or storm water runoff. Any bins  
11 stored outside shall either be covered or shall be empty and clean. From October 1 through  
12 May 30 of each year, a yard supervisor shall inspect the entire Facility each business day.  
13 During the yard supervisor's inspections each business day during the wet season, the  
14 supervisor shall take all reasonable steps to ensure that all operational bins have lids or covers  
15 and, prior to any rain event, are closed or covered.

16           8.     All maintenance, repair, and replacement activities relating to the storm water  
17 pollution control measures contained in this Consent Decree shall be recorded and described on  
18 appropriate written records. Such records shall include, but not be limited to, any maintenance  
19 activities of any storm water impoundment or collection equipment and filter roll repairs and/or  
20 replacements. The written records for each wet season shall be kept with the written records  
21 required under the Facility's SWPPP.

22                   **SAMPLING, MONITORING, INSPECTION AND REPORTING**

23           River City shall comply with the applicable sampling, monitoring, inspection and  
24 reporting requirements of the 2015 General Permit. In addition, all samples shall be  
25 accompanied by a photograph of the discharge that was sampled. Defendant shall maintain a  
26 written log of all sampling events, including the name of the person taking the sample, the date,  
27 time, weather conditions, the name and address of laboratory where the samples were delivered  
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1 for testing, the date the samples were delivered to the laboratory, and whether a chain of  
2 custody form was completed for the sample and by whom.

3 9. All samples collected from the Facility shall be delivered to a California state  
4 accredited environmental laboratory and shall be analyzed for Aluminum, Copper, Zinc, Lead,  
5 Iron, Total Suspended Solids (“TSS”), pH, Chemical Oxygen Demand (“COD”), and Oil and  
6 Grease, as well as any other parameters required to be analyzed by the 2015 General Permit.

7 10. Analytical methods used by Defendant or its analytical laboratory shall be  
8 adequate to detect the individual constituents at or below the Numeric Action Levels set forth  
9 in the General Permit and the Water Quality-Based Limits set forth in Paragraph 12, Table A.

10 11. Results from the Facility’s sampling and analysis shall be provided to CSPA  
11 within fourteen (14) days of receipt by River City of the written laboratory report from each  
12 sampling event.

13 **MEET AND CONFER REGARDING**

14 **EXCEEDANCE OF LEVELS OF POTENTIAL CONCERN AND VOLUME OF**  
15 **RUNOFF TREATED**

16 12. If the Facility’s storm water sampling results during the term of this Consent  
17 Decree indicate that: (1) any analytical result exceeds the numeric water quality-based limits  
18 listed in Table A of this paragraph; (2) the average of the analytical results for a particular  
19 parameter indicates that storm water discharges from the Facility exceed the annual NALs (as  
20 set forth in the 2015 General Permit), or (3) if two or more analytical results from samples taken  
21 for any parameter during the term of this Consent Decree exceed the instantaneous maximum  
22 NAL, River City agrees to take responsive actions to improve its storm water management  
23 practices, including re-evaluating its structural and non-structural BMPs and considering  
24 implementing additional BMPs aimed at reducing levels observed in storm water samples.

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1 **Table A**

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Parameter	Water Quality-Based Limits
3 Aluminum	0.2 mg/L
4 Copper	0.0056 mg/L
5 Iron	0.3 mg/L
6 Lead	0.015 mg/L
7 Zinc	0.1 mg/L

8 13. In furtherance of that objective, River City shall prepare a written statement  
9 (“**Memorandum**”) discussing:  
10 (1) Any exceedance or exceedances of Water Quality-Based Limits;  
11 (2) Any exceedance or exceedances of NALs;  
12 (3) An explanation of the possible cause(s) and/or source(s) of any exceedance;  
13 and  
14 (4) Responsive actions to improve its storm water management practices,  
15 including modified or additional feasible BMPs to be considered to further  
16 reduce the possibility of future exceedance(s), and the proposed dates that such  
17 actions will be taken.

18 Such Memorandum shall be e-mailed and sent via first class mail to CSPA not later than July  
19 30th during each year of the term of this Consent Decree.

20 14. Upon receipt of the Memorandum, CSPA may review and comment on any  
21 identified or omitted additional measures. If requested by CSPA within thirty (60) days of  
22 receipt of such Memorandum, CSPA and River City shall meet and confer to discuss the  
23 contents of the Memorandum and the adequacy of proposed measures to improve the quality of  
24 the Facility’s storm water to levels at or below the Water Quality-Based Limits or NALs. If  
25 requested by CSPA, River City shall allow CSPA to conduct a site inspection in furtherance of  
26 the meet and confer. If within twenty-one (21) days of the parties meeting and conferring, the  
27 parties do not agree on the adequacy of the additional measures set forth in the Memorandum,  
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1 the Parties may bring a motion before the District Court consistent with Paragraph 23 below. If  
2 CSPA does not request a meet and confer regarding the Memorandum within the sixty (60) day  
3 period provided for in this paragraph, CSPA shall be deemed to have waived any right to object  
4 to such Memorandum pursuant to this Consent Decree. The Parties may agree in writing to  
5 extend any dates contained in this paragraph in order to further this paragraph's meet and confer  
6 procedure.

7 15. Any concurrence or failure to object by CSPA with regard to the reasonableness of  
8 any additional measures required by this Consent Decree or implemented by River City shall not  
9 be deemed to be an admission of the adequacy of such measures should they fail to bring the  
10 Facility's storm water discharges into compliance with applicable water quality criteria or the  
11 BAT/BCT requirements set forth in the 2015 General Permit.

12 16. In addition to any site inspections conducted as part of meeting and conferring on  
13 additional measures set forth above, Defendant shall permit representatives of Plaintiff to  
14 perform one (1) additional site visit at the Facility during normal daylight business hours  
15 during the term of this Consent Decree; provided that Plaintiff provides Defendant with at least  
16 one week prior notice via e-mail and telephone using the contact information listed in  
17 Paragraph 33 below. Plaintiff's representatives during any such inspection, and under any  
18 inspection contemplated under this Consent Decree, shall be limited to one (1) legal  
19 representative and one (1) technical compliance representative. Plaintiff shall not allow any  
20 governmental representative to accompany it on any inspection without Defendant's prior  
21 written approval.

22 17. Within thirty (30) days of the Effective Date of this Consent Decree, Defendant  
23 shall amend the Facility's SWPPP to incorporate all changes, improvements and best  
24 management practices set forth in this Consent Decree. In addition, the SWPPP shall be  
25 amended to fully comply with the 2015 General Permit, including but not limited to the  
26 following:

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- 1 a. The SWPPP must identify pollutant sources and potential pollutants in the  
2 Facility's storm water discharge, including but not limited to sources of aluminum,  
3 copper, lead, zinc, TSS, and COD;
- 4 b. The SWPPP must identify how car parts and consumer electronics are  
5 processed, stored, and handled at the Facility;
- 6 c. The SWPPP must include a site map identifying the Facility's boundaries,  
7 nearby water bodies, municipal storm drain inlets, and areas of industrial activity  
8 as defined in the 2015 General Permit and discussed in the Court's order dated  
9 September 6, 2016; and
- 10 d. The SWPPP must be signed and certified by River City.

11 18. Copies of the amended SWPPP shall be provided to CSPA within seven (7)  
12 business days of completion.

13 19. During the term of this Consent Decree, Defendant shall provide Plaintiff with a  
14 copy of all documents submitted to the Regional Board or the State Board concerning any of  
15 the Facility's storm water discharges, including but not limited to all documents and reports  
16 submitted to the Regional Board and/or State Board as required by the General Permit. Such  
17 documents and reports shall be mailed to Plaintiff contemporaneously with submission to such  
18 agency. Defendant also shall provide Plaintiff a copy of all documents referenced in this  
19 agreement, including but not limited to logs or analyses, within fourteen (14) days of a written  
20 request (via e-mail or regular mail) by Plaintiff.

### 21 MITIGATION FEES AND COSTS

22 20. As mitigation of the violations alleged in Plaintiffs' Notice and Complaint,  
23 Defendant shall pay the sum of Fifteen Thousand dollars (\$15,000.00) (the "**Payment**") to the  
24 Rose Foundation for Communities and the Environment ("**Rose Foundation**"). The Payment  
25 shall be conditioned on the following: (a) the Payment or any portion thereof shall not be  
26 disbursed or otherwise granted directly or indirectly to CSPA or Defendant, and (b) projects  
27 funded by the Payment shall be designed to benefit water quality in Morrison Creek and the  
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1 Sacramento-San Joaquin River Delta. Within the latter of (1) fifteen (15) days of the Effective  
2 Date, or January 12, 2017, Defendant shall make the Payment to the Rose Foundation.  
3 Payment shall be made by check payable to “The Rose Foundation” and delivered to The Rose  
4 Foundation, 1970 Broadway, Suite 600, Oakland, CA 94607, Attn: Tim Little. River City shall  
5 copy CSPA with any correspondence and a copy of the check sent to the Rose Foundation.  
6 The Rose Foundation shall provide notice to the Parties within thirty (30) days of when the  
7 funds are dispersed by the Rose Foundation, setting forth the recipient and purpose of the  
8 funds.

9       21.     **16. Fees, Costs, and Expenses.** As reimbursement for CSPA’s investigative,  
10 expert and attorneys’ fees and costs, River City shall pay CSPA the sum of One Hundred  
11 Twenty-One Thousand dollars (\$121,000). Payment shall be made by River City by monthly  
12 installment payments of \$2,000.00 with an initial payment to be made not later than May 1,  
13 2017 and the final payment to be made not later than April 1, 2021 (12 monthly payments per  
14 year for four (4) years). In addition to those monthly payments of \$2,000.00, River City shall  
15 make an additional lump sum payment of Twenty-Five Thousand Dollars (\$25,000.00) not  
16 later than May 1, 2021. Payments by River City to CSPA shall be made in the form of checks  
17 payable to “Lozeau Drury LLP,” and, upon the completion of all payments totaling \$121,000  
18 shall constitute full payment for all costs of litigation, including investigative, expert and  
19 attorneys’ fees and costs incurred by CSPA that have or could have been claimed in connection  
20 with CSPA’s claims, up to and including the District Court’s entry of the Consent Decree.

21             **DISPUTE RESOLUTION AND ENFORCEMENT OF CONSENT DECREE**

22       22.     The Effective Date shall be the date this Consent Decree is approved and entered  
23 by the Court. The Consent Decree shall continue in effect until the latter of (1) June 1, 2019,  
24 or (2) the last payment under Paragraph 21 is made. This Court shall retain jurisdiction in this  
25 matter from the Effective Date through the date of its termination, for the purposes of enforcing  
26 the terms of this Consent Decree. In addition, following the date of termination of this Consent

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1 Decree, the Court shall retain jurisdiction for the purposes of enforcing this Decree for any  
2 disputes which arose prior to the termination of the Consent Decree.

3 23. Except as specifically noted herein, any disputes with respect to any of the  
4 provisions of this Consent Decree shall be resolved through the following procedure. The  
5 Parties agree to first meet and confer to resolve any dispute arising under this Consent Decree.  
6 The Parties shall meet and confer within fourteen (14) days of receiving written notification  
7 from a Party of a request for a meeting to determine the merits of the dispute or whether a  
8 violation has occurred and to develop a mutually agreed upon plan, including implementation  
9 dates, to resolve the violation or dispute. In the event that such disputes cannot be resolved  
10 through this meet and confer process or the Parties fail to meet and confer, the Party alleging  
11 the violation or dispute may submit the dispute via motion to the assigned District Court Judge.  
12 The prevailing party may seek recovery of reasonable attorney fees and costs incurred in  
13 bringing any such motion, and such fees and costs shall be awarded pursuant to the provisions  
14 set forth in the Section 505(d) of the Clean Water Act, 33 U.S.C. § 1365(d) and applicable case  
15 law interpreting such provisions.

16 **MUTUAL RELEASE OF LIABILITY AND COVENANT NOT TO SUE**

17 24. In consideration of the above, and except as otherwise provided by this Consent  
18 Decree, the Parties hereby forever and fully release each other and their respective successors,  
19 assigns, officers, agents, employees, and all persons, firms and corporations having an interest  
20 in them, from any and all claims and demands of any kind, nature, or description whatsoever,  
21 and from any and all liabilities, damages, injuries, actions or causes of action, either at law or  
22 in equity, which the Parties have against each other arising from Plaintiff's allegations and  
23 claims as set forth in the 60-Day Notice Letter, in the Complaint, or otherwise in this Action  
24 for storm water pollution discharges at the Facility up to and including the Termination Date of  
25 this Consent Decree.

26 25. The Parties acknowledge that they are familiar with section 1542 of the  
27 California Civil Code, which provides:  
28

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

5 Except as otherwise provided by this Consent Decree, each of the Parties hereby waive and  
6 relinquish any rights or benefits it may have under California Civil Code section 1542 with  
7 respect to any other claims against each other arising from the allegations and claims as set  
8 forth in the 60-Day Notice Letter, in the Complaint, or otherwise in this Action for storm water  
9 pollution discharges at the Facility up to and including the Termination Date of this Consent  
10 Decree.

11 26. Plaintiff shall submit this Consent Decree to the U.S. EPA and the U.S.  
12 Department of Justice (hereinafter, the “**Agencies**”) via certified mail, return receipt requested,  
13 within five (5) days after obtaining the final signatures of the Parties executing this Consent  
14 Decree for review consistent with 40 C.F.R. § 135.5. The Agencies’ review period expires  
15 forty-five (45) days after receipt of the Consent Decree by both Agencies, as evidenced by the  
16 return receipts, copies of which shall be provided to Defendant upon receipt by Plaintiff. In the  
17 event that the Agencies comment negatively on the provisions of this Consent Decree, the  
18 Parties agree to meet and confer to attempt to resolve the issue(s) raised by the Agencies. If the  
19 Parties are unable to resolve any issue(s) raised by the Agencies in their comments, the Parties  
20 agree to expeditiously seek a settlement conference with the Magistrate Judge assigned as a  
21 settlement judge in this matter or a Court-appointed mediator to resolve the issue(s).

22 **MISCELLANEOUS PROVISIONS**

23 27. The Consent Decree may be executed in one or more counterparts which, taken  
24 together, shall be deemed to constitute one and the same document.

25 28. In the event that any of the provisions of this Consent Decree is held by a court to  
26 be unenforceable, the validity of the enforceable provisions shall not be adversely affected.

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1           29.     The language in all parts of this Consent Decree, unless otherwise stated, shall be  
2 construed according to its plain and ordinary meaning.

3           30.     The undersigned are authorized to execute this Consent Decree on behalf of their  
4 respective parties and have read, understood and agreed to all of the terms and conditions of  
5 this Consent Decree.

6           31.     Subject only to the express restrictions contained in this Consent Decree, all of  
7 the rights, duties and obligations contained in this Consent Decree shall inure to the benefit of  
8 and be binding upon the Parties, and their successors and assigns.

9           32.     All agreements, covenants, representations and warranties, express or implied,  
10 oral or written, of the Parties concerning the subject matter of this Consent Decree are  
11 contained herein.

12          33.     Any notices or documents required or provided for by this Consent Decree or  
13 related thereto that are to be provided to Plaintiff pursuant to this Consent Decree shall be e-  
14 mailed and sent by U.S. Mail, postage prepaid, and addressed as follows:

15           Bill Jennings, Chairman  
16           California Sportfishing Protection Alliance  
17           3536 Rainier Road  
18           Stockton, CA 95204  
19           Tel: (209) 464-5067  
              E-mail: [deltakeep@aol.com](mailto:deltakeep@aol.com)

20 With copies sent to:

21           Michael R. Lozeau  
22           Rebecca L. Davis  
23           Lozeau Drury LLP  
24           410 12th Street, Suite 250  
25           Oakland, CA 94607  
26           Tel: (510) 836-4200  
27           Email: [michael@lozeaudrury.com](mailto:michael@lozeaudrury.com); [rebecca@lozeaudrury.com](mailto:rebecca@lozeaudrury.com)

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27 //

1 Any notices or documents required or provided for by this Consent Decree or related thereto  
2 that are to be provided to Defendant pursuant to this Consent Decree shall be sent by e-mail  
3 and U.S. Mail, postage prepaid, and addressed as follows:

4 Bryan Wilson  
5 River City Waste Recyclers LLC  
6 8940 Elder Creek Road  
7 Sacramento, CA 95829  
8 Tel: (916) 383-5511  
9 E-mail: bryanrcwr@gmail.com

10 With copies sent to:

11 Mark A. Pruner  
12 1206 "Q" Street, Suite 1  
13 Sacramento, CA 95811  
14 Tel: (916) 447-1121  
15 E-mail: mpruner@prunerlaw.com

16 Each party shall notify the other parties of any change in their contact information within 14  
17 days of any such change.

18 34. Signatures of the Parties transmitted by facsimile or by e-mail shall be deemed  
19 binding.

20 35. No Party shall be considered to be in default in the performance of any of its  
21 obligations when a failure to perform is due to a "Force Majeure." A Force Majeure event is  
22 any act of God, war, fire, earthquake, flood, and restraint by court order or public authority. A  
23 Force Majeure event does not include normal inclement weather, such as anything less than or  
24 equal to a 100 year/24 hour storm event, or inability to pay. Any Party seeking to rely upon  
25 this paragraph shall have the burden of establishing that it could not reasonably have been  
26 expected to avoid, and which by exercise of due diligence has been unable to overcome, the  
27 Force Majeure.

28 36. If for any reason the Court should decline to approve this Consent Decree in the  
form presented, the Parties shall agree to work together to modify the Consent Decree within  
thirty (30) days so that it is acceptable to the Court.

1 37. Nothing in this Consent Decree shall preclude Defendant from implementing  
2 protective measures for storm water drainage in excess of the protections set forth herein.

3 38. The Parties hereto enter into this Consent Decree, Order and Final Judgment and  
4 submit it to the Court for its approval and entry as a final judgment. Upon approval and entry  
5 of this Consent Decree by the Court, this Consent Decree shall constitute a final judgment of  
6 the Court as to CSPA and River City.

7 Dated: \_\_\_\_\_ CALIFORNIA SPORTFISHING PROTECTION  
8 ALLIANCE

9  
10 By: \_\_\_\_\_<sup>1</sup>  
Bill Jennings, Chairperson

11 Dated: \_\_\_\_\_ RIVER CITY WASTE RECYCLERS LLC

12  
13 By: \_\_\_\_\_  
14 Bryan Wilson, Sole Manager

15 **APPROVED AS TO FORM:**

16 For DEFENDANT

17 Date: \_\_\_\_\_, 2016 LAW OFFICE OF MARK A. PRUNER

18  
19 \_\_\_\_\_  
20 By: Mark A. Pruner, Esq.

21 For PLAINTIFFS

22 Date: \_\_\_\_\_, 2016 LOZEAU DRURY LLP

23  
24 \_\_\_\_\_  
25 By: Michael R. Lozeau, Esq.

26 \_\_\_\_\_  
27 <sup>1</sup> The court acknowledges receipt of the proposed consent decree signed by all parties and counsel.



1 The court has reviewed the foregoing proposed Consent Decree and the letter filed by  
2 the United States on November 10, 2016. *See* ECF No. 66. Any proposed modification of the  
3 Consent Decree shall be provided to the United States as outlined in the letter. *Id.* at 3.

4 **APPROVED AND SO ORDERED.**

5 DATED: December 7, 2016.

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9 UNITED STATES DISTRICT JUDGE

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