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7 CALIFORNIA SPORTFISHING PROTECTION ALLIANCE

8
 9 **UNITED STATES DISTRICT COURT**
EASTERN DISTRICT OF CALIFORNIA

10 CALIFORNIA SPORTFISHING PROTECTION
 11 ALLIANCE, a California non-profit corporation;

12 Plaintiff,

13 vs.

14 SECURITY CONTRACTOR SERVICES, INC.,
 a California corporation,

15 Defendant.
 16

Civil Case No. 2:15-cv-00760-MCE-AC

**Stipulation re: Plaintiff's First Request for
 Entry Onto Designated Property (During Dry
 Weather); Order**

1 **WHEREAS**, on October 27, 2015, Plaintiff California Sportsfishing Protection Alliance
2 (“CSPA” or “Plaintiff”) propounded its First Request for Entry onto Designated Property (“Dry Weather
3 Request”) to Defendant Security Contractor Services, Inc. (“Defendant”);

4 **WHEREAS**, pursuant to Federal Rule of Civil Procedure 34(a)(2), CSPA’s Dry Weather
5 Request seeks entry onto Defendant’s property at 5339 and 5311 Jackson Street, North Highlands,
6 California 95660 (“Facility”). As an exhibit to the Dry Weather Request, CSPA provided a site map that
7 was submitted by Defendant with its Notice of Intent to Comply with the Industrial Storm Water Permit;

8 **WHEREAS**, on November 25, 2015, Defendant timely responded and objected to CSPA’s Dry
9 Weather Request;

10 **WHEREAS**, the parties have met and conferred in an effort to resolve disputed issues
11 concerning CSPA’s Dry Weather Request;

12 **WHEREAS**, while reserving all rights and objections, the parties have reached consensus as to
13 terms and conditions for CSPA’s dry weather inspection of the Facility;

14 **WHEREAS**, a [Proposed] Order is filed concurrently herewith;

15 **THEREFORE**, the Parties hereby stipulate and agree and request that the Court so order that
16 CSPA may conduct an inspection of the Facility during dry weather as follows:

17 **Date and Duration of Inspection**

- 18 1. CSPA shall conduct a Dry Weather Inspection on December 11, 2015, which shall begin
19 no later than 10:00 a.m.
- 20 2. CSPA will make best efforts to minimize the time it takes to complete the Dry Weather
21 Inspection, and CSPA’s Dry Weather Inspection shall last no more than two (2) hours.
- 22 3. CSPA will be permitted up to and including three (3) representatives at the Dry Weather
23 Inspection. CSPA’s intended attendees are: (1) Caroline Koch, counsel for CSPA, and (2)
24 Rachel Savaloja, consultant for CSPA. CSPA’s representatives shall be free to step away
25 during the inspection, at sufficient distance to be out of earshot but within view of
26 Defendant’s representatives, to have brief, private conversations.
- 27 4. Prior to the Dry Weather Inspection any and all representatives of CSPA, including those
28

1 identified in paragraph 3, above, shall sign an Access Agreement attached as Exhibit A,
2 before being permitted to enter the property.

- 3 5. CSPA and its representatives shall follow all reasonable safety measures and/or
4 instructions, which are: (a) Beware truck and fork lift traffic; (b) Maintain a minimum of
5 15 feet from all trucks and/or trailers being loaded or un-loaded; (c) Safety glasses are
6 required in any manufacturing area.

7 **Scope of Inspection**

- 8 6. CSPA's inspection shall include all outdoor areas of potential storm water pollution,
9 including, but not limited to the following:
- 10 a. All areas of potential industrial pollution sources, including, but not limited to,
11 outdoor areas related to materials and waste storage, operational activities, equipment
12 and parts storage, and Facility maintenance;
 - 13 b. Any outdoor areas or equipment from which any liquids, runoff, or fugitive dust or
14 debris may drain, or be drained, or discharged;
 - 15 c. All storm drains and all storm water conveyances;
 - 16 d. All outdoor storage areas;
 - 17 e. All pollution management measures, or Best Management Practices (BMPs), such as
18 bermed areas and areas with secondary containment;
 - 19 f. All entrances and exits.
- 20 7. Indoor areas may be viewed but not entered.
- 21 8. Both parties will be permitted to take photograph(s) and/or video(s) during the Dry
22 Weather Inspection.
- 23 9. The Parties shall exchange any photographs and/or videos taken during CSPA's Dry
24 Weather Inspection within ten (10) business days of the inspection.
- 25 10. Nothing in this stipulation and agreement shall constitute a waiver by any party of further
26 discovery rights, including the right to demand further inspections, or objections to further
27 discovery.
- 28

1 11. Nothing in this stipulation shall be construed as a waiver of any objections to admissibility
2 of evidence at trial, including but not limited to the sampling protocols or techniques
3 employed by either party during the inspection.
4

5 Dated: December 8, 2015

LAWYERS FOR CLEAN WATER, INC.

6
7 By: Caroline Koch
8 Caroline Koch
9 Attorneys for Plaintiff
10 CALIFORNIA SPORTSFISHING PROTECTION
11 ALLIANCE

12 Dated: December 8, 2015

CASTELLÓN & FUNDERBURK LLP

13
14 By: _____
15 William Funderburk
16 Attorney for Defendant
17 Security Contractor Services, Inc.

18 **IT IS SO ORDERED.**
19

20 Dated: December 10, 2015

21 Morrison C. England, Jr.
22 MORRISON C. ENGLAND, JR., CHIEF JUDGE
23 UNITED STATES DISTRICT COURT
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ACCESS AGREEMENT

I understand that I am being permitted to enter the premises located at 5339 and 5311 Jackson Street, North Highlands, California 95660 (the "site") for a property inspection and agree to the following:

My entry onto the above-mentioned property is entirely voluntary and I agree to hold harmless and release Security Contractor Services, Inc. ("SCS"), their shareholders, officers, directors, employees, agents, attorneys, trustees, beneficiaries, and any other representative(s) affiliated with the property and operations at the site from any and all lawsuits, damages, claims, judgments, losses, liability, or expenses arising out of or resulting from any damage or loss to myself, including any tools and equipment I am bringing onto the site, SCS or others, which may be caused in whole or in part as a result of my entry onto the site, whether or not caused by the alleged negligence, whether active or passive, or any acts or omissions of SCS, or by any of SCS licensees, invitees, or permittees also on the site or any other third party not under SCS control to the extent permitted by California law.

I REPRESENT AND ACKNOWLEDGE THAT I HAVE READ THIS ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY AND FULLY UNDERSTAND EACH AND EVERY PROVISION.

Dated: _____

Signature: _____

Printed Name: _____