

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Branch Name: Chatsworth Courthouse
Mailing Address: 9425 Penfield Avenue
City, State and Zip Code: Chatsworth CA 91311

SHORT TITLE: CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD LOS ANGELES

CASE NUMBER:
BC707671

NOTICE OF CONFIRMATION OF ELECTRONIC FILING

The Electronic Filing described by the below summary data was reviewed and accepted by the Superior Court of California, County of LOS ANGELES. In order to process the filing, the fee shown was assessed.

Electronic Filing Summary Data

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Case Category: Toxic Tort/Environmental
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Stipulation for Judgment Accepted

Comments

Submitter's Comments: Exempt from filing fees per Gov. Code section 6103.

Clerk's Comments:

Electronic Filing Service Provider Information

Service Provider: Green Filing
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EXEMPT FROM FILING FEES
PER GOV. CODE § 6103

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF LOS ANGELES, NORTH VALLEY DISTRICT

11 **CALIFORNIA REGIONAL WATER**
12 **QUALITY CONTROL BOARD, LOS**
13 **ANGELES REGION,**
14 Plaintiff,
15
16 **MEI-HON LAI, SUCCESSOR-IN-**
17 **INTEREST TO SAN CHENG-LAI; MEI-**
18 **HON LAI, TRUSTEE OF THE LAI**
19 **FAMILY TRUST; COAST UNITED**
20 **ADVERTISING, INC., DOING BUSINESS**
21 **AS COAST UNITED PROPERTY**
22 **MANAGEMENT,**
23 Defendants.

Case No. BC707671

STIPULATION FOR ENTRY OF
[PROPOSED] CONSENT JUDGMENT
AND PERMANENT INJUNCTION;
[PROPOSED] CONSENT JUDGMENT
AND PERMANENT INJUNCTION

Dept: F49
Judge: The Honorable Stephen P.
Pfahler

Action Filed: May 30, 2018
Trial Date: None

22 Plaintiff, California Regional Water Quality Control Board, Los Angeles Region
23 (“Regional Water Board”) and Defendant Coast-United Advertising Co., Inc., doing business as
24 Coast United Property Management (“Coast United”) hereby stipulate as follows:

25 WHEREAS, on May 30, 2018, the Regional Water Board filed its Complaint in this case
26 against Coast United, among others, alleging violations of California Water Code sections 13304
27 and 13350;

1 WHEREAS, desiring a settlement of alleged violations of the California Water Code, the
2 Regional Water Board and Coast United signed on April 19, 2021 and April 21, 2021
3 respectively, the [Proposed] Consent Judgment and Permanent Injunction, attached hereto as
4 Exhibit A (and filed concurrently as a stand-alone document lodged with this Court);

5 WHEREAS, on March 15, 2021, the Regional Water Board published on its website a
6 public notice of the [Proposed] Consent Judgment and Permanent Injunction seeking comments
7 from the public related to the [Proposed] Consent Judgment and Permanent Injunction;

8 WHEREAS, more than thirty (30) days have passed since the Regional Water Board
9 published the [Proposed] Consent Judgment and Permanent Injunction and the Regional Water
10 Board received two comments from one individual;

11 WHEREAS, the Regional Water Board reviewed the comments and provided responses to
12 both comments;

13 WHEREAS, the Executive Officer of the Regional Water Board reviewed the comments
14 and the responses and has determined that nothing in the comments necessitates any change to the
15 originally noticed [Proposed] Consent Judgment and Permanent Injunction;

16 WHEREAS, the [Proposed] Consent Judgment and Permanent Injunction is in the public
17 interest in that it requires Coast United to undertake and comply with the Cleanup and Abatement
18 Order at issue in this case No. R4-2015-0129 and to completely remediate the pollution and
19 discharges at issue in this case, as more specifically set forth in the [Proposed] Consent Judgment
20 and Permanent Injunction.

21 THEREFORE, IT IS HEREBY STIPULATED that the Court may enter and sign the
22 [Proposed] Consent Judgment and Permanent Injunction attached hereto as Exhibit A (and filed
23 concurrently as a stand-alone document lodged with the Court).

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Dated: April 28, 2021

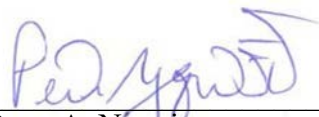
Respectfully Submitted,
ROB BONTA
Attorney General of California
GARY E. TAVETIAN
Supervising Deputy Attorney General



NOAH GOLDEN-KRASNER
Deputy Attorney General
*Attorneys for Plaintiff California Regional
Water Quality Control Board, Los Angeles
Region*

Dated: April 28, 2021

COAST UNITED ADVERTISING



Peter A. Nyquist
Greenberg Glusker Fields Claman &
Machtiger LLP
*Attorney for Defendant Coast United
Advertising*

Matter I.D. No.: LA2018601146
Document No.: 64160712

EXHIBIT A

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, NORTH VALLEY DISTRICT

**CALIFORNIA REGIONAL WATER
QUALITY CONTROL BOARD, LOS
ANGELES REGION,**

Plaintiff,

v.

**MEI-HON LAI, SUCCESSOR-IN-
INTEREST TO SAN CHENG-LAI; MEI-
HON LAI, TRUSTEE OF THE LAI
FAMILY TRUST; COAST UNITED
ADVERTISING, INC., DOING BUSINESS
AS COAST UNITED PROPERTY
MANAGEMENT,**

Defendants.

Case No. BC707671
**[PROPOSED] CONSENT JUDGMENT
AND PERMANENT INJUNCTION**

Dept: F49
Judge: Honorable Stephen P. Pfahler
Trial Date: March 29, 2021
Action Filed: May 30, 2018

This Consent Judgment and Permanent Injunction pursuant to stipulation (Consent Judgment) is entered into by Plaintiff the People of the State of California, ex rel. Regional Water Quality Control Board, Los Angeles Region (Regional Water Board), and Defendant Coast United Advertising Co., Inc. d/b/a Coast United Property Management (Coast United). For purposes of this Consent Judgment, the Regional Water Board and Coast United shall be referred to collectively as the Parties.

INTRODUCTION

1 This Consent Judgment relates to Coast United’s failure to comply with the terms of
2 Regional Water Board Cleanup and Abatement Order No. R4-2015-0129 (CAO) naming Coast
3 United, Lai Circuits, Inc. and San-Cheng Lai regarding contamination at the property located at
4 8710-8722 Darby Avenue, in Northridge, California (the Site). Coast United is the current owner
5 of the Site. As set forth in the Regional Water Board’s Complaint (“Complaint”) filed in this
6 matter, the Regional Water Board alleges that Coast United and other defendants failed to comply
7 with the CAO and therefore violated Water Code section 13304 (the Action). Section 13304
8 provides that the Regional Water Board or a superior court can issue an injunction requiring
9 compliance with the CAO and can assess civil liability, penalties, and response costs pursuant to
10 Water Code sections 13350 and/or 13351.

11 The Parties have agreed to settle this matter pursuant to the terms of this Consent Judgment.
12 The Parties enter into this Consent Judgment pursuant to a compromise and settlement of the
13 allegations in the Complaint. The Parties believe that the resolution embodied in this Consent
14 Judgment is fair and reasonable and fulfills the Regional Water Board’s enforcement objectives;
15 that its terms are appropriate in light of Coast United’s commitments to remediate the on-site and
16 off-site contamination at and around the Site, and the penalties to which Coast United has agreed
17 to pay; and that entry of this Consent Judgment is in the best interest of the public. Further, this
18 Consent Judgment is fair and reasonable because, as further described in the Parties’ July 8, 2020
19 Stipulation Re: Plaintiff California Regional Water Quality Control Board, Los Angeles Region’s
20 Motion For Summary Adjudication, Coast United has stipulated that it (1) “is a ‘discharger’ under
21 Water Code Section 13304,” (2) it “has violated Water Code Section 13304 on numerous
22 occasions by failing to comply with the CAO and failing to delineate and clean up the waste in
23 soil, soil vapor, and groundwater in and around the properties located at 8710, 8712, 8714, 8716,
24 8720, and 8722 Darby Avenue, Northridge, California,” and (3) it “agrees to immediately begin
25 complying with the requirements of the CAO.” As set forth in section 22 below, the parties have
26 stipulated for, and the Court has approved, the Court’s retention of jurisdiction for the purpose of
27 enabling any party to this Consent Judgment to apply to the Court at any time for such further
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1 orders and directions as may be necessary and appropriate for the enforcement or compliance
2 with the Consent Judgment.

3 The Parties, after opportunity for review by counsel, hereby stipulate and consent to the
4 entry of this Consent Judgment as set forth below.

5 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:**

6 **CONSENT JUDGMENT PURSUANT TO STIPULATION**

7 **1. DEFINITIONS**

8 Except where otherwise expressly defined in this Consent Judgment, all terms shall be
9 interpreted consistent with the Porter-Cologne Water Quality Control Act, Water Code sections
10 13300 et seq., including the regulations promulgated pursuant to those sections.

11 **2. COMPLAINT AND SCOPE OF AGREEMENT**

12 The Complaint in this Action alleges that Coast United violated Water Code sections
13 13304, for which the Regional Water Board or a superior court can issue an injunction requiring
14 compliance with the CAO and can assess civil penalties pursuant to Water Code sections 13350
15 and/or 13351. This Consent Judgment resolves all allegations and violations made in the
16 Complaint in this case.

17 **3. JURISDICTION AND VENUE**

18 The Parties agree that the Superior Court of California, County of Los Angeles, has
19 subject matter jurisdiction over the matters alleged in this Action and personal jurisdiction over
20 the Parties to this Consent Judgment, and that the Superior Court for the County of Los Angeles
21 is the proper venue of this Action.

22 **4. INJUNCTIVE RELIEF—COMPLETION OF INVESTIGATION AND**
23 **REMEDATION TASKS**

24 4.1 Upon entry of this Consent Decree, Coast United agrees and is enjoined to complete
25 all projects, tasks, and obligations listed in Exhibit A as Project Task numbers 1-10, attached
26 hereto in order to comply with the CAO on or before May 30, 2030.

1 4.2 Coast United shall provide the Regional Water Board quarterly reports to document
2 its progress toward achieving compliance with section 4.1 above.

3 **5. PAYMENT OF SETTLEMENT AMOUNT FROM LITIGATION TRUST**
4 **FUND**

5 Pursuant to a settlement agreement with another defendant in the Action, the Regional
6 Water Board obtained \$700,000 to be used for the investigation and remediation of the Site at the
7 Regional Water Board's sole discretion. The funds will be held in the Department of Justice
8 Litigation Trust Fund (Trust Fund). Following entry of this Consent Judgment, Coast United
9 shall be permitted to seek reimbursement from the Trust Fund of costs of remediation and
10 compliance with the tasks and obligations listed in Exhibit A as Project Task numbers 1-10 until
11 no monies remain in the Trust Fund to disburse. Coast United may only seek reimbursement for
12 work completed after the entry of this Consent Judgment and will only be reimbursed after the
13 Regional Water Board has agreed, in its sole discretion, that the costs incurred were appropriate
14 and were accomplished in furtherance of the investigation, mitigation, or remediation of the Site
15 and off-site areas that may be impacted by contaminants potentially emanating from the Site.
16 Receipts or invoices for all work must be provided prior to the payment of any funds from the
17 Trust Fund. Depletion of the funds in the Trust Fund in no way relieves Coast United of its
18 obligations to comply with the injunctive relief or any other terms in this Consent Judgment.

19 **6. PAYMENT OF CIVIL PENALTIES AND INVESTIGATION AND**
20 **ENFORCEMENT COSTS**

21 **6.1 Total Penalties**

22 On entry of this Consent Judgment, Coast United shall be liable for a total of \$4,623,000
23 in civil penalties to be paid and/or suspended, as set forth in sections 6.2 through 6.3, below.

24 **6.2 Supplemental Environmental Project**

25 **6.2.1** Of the \$4,623,000 in civil penalties pursuant to section 6.1 above, \$198,000 shall be
26 paid within one hundred and eighty (180) days of entry of this Consent Judgment. In lieu of
27 payment of this \$198,000 to the Waste Discharge Permit Fund, Coast United shall pay for a
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1 suitable Supplemental Environmental Project approved by the Regional Water Board and the
2 Director of the State Water Resources Control Board Office of Enforcement (Enforcement
3 Director). Coast United shall pay for the Supplemental Environmental Project as follows:

4 Coast United shall make a check payable to the “Rose Foundation for Communities and
5 the Environment” and reference this case number and put the words “Consent Judgement SEP
6 Payment” on the payment and submit it by U.S. mail to:

7 Rose Foundation for Communities and the Environment
8 Attn: Tim Little
9 201 4th Street, Suite 102
Oakland, CA 94607

10 Coast United shall also provide a copy of the payment to via e-mail to [ching-](mailto:ching-yin.to@waterboards.ca.gov)
11 [yin.to@waterboards.ca.gov](mailto:ying.to@waterboards.ca.gov) or via U.S. mail to:

12 Regional Water Quality Control Board, Los Angeles Region
13 320 West Fourth Street, Suite 200
14 Los Angeles, California 90013
Attention: Ching Yin To, Enforcement I Unit

15 **6.2.2.** It is the Parties’ intent that the \$198,000 be paid to fund a Supplemental
16 Environmental Project, as set forth in section 6.2.1. In the event, however, that a suitable
17 Supplemental Environmental Project is not approved by the Regional Water Board and the
18 Enforcement Director within one hundred and eighty (180) days of entry of this Consent
19 Judgment, then the \$198,000 shall be paid within that same one hundred eighty (180) day period
20 to the California Waste Discharge Permit Fund. The Regional Water Board shall provide Coast
21 United 15 days notice in the event that the \$198,000 must be paid to the California Waste
22 Discharge Permit Fund in lieu of the Supplemental Environmental Project pursuant to section
23 6.2.1 above.

24 If the penalty payment is made to the California Waste Discharge Fund, it will be paid as
25 follows:

1 Coast United shall reference this case number and shall put the words “Enforcement
2 Payment” on the penalty payment and submit them to the State Water Resources Control Board
3 addressed to:

4 Accounting Office
5 Attn: Enforcement Payment
6 State Water Resources Control Board
7 P.O. Box 1888
8 Sacramento, CA 95812-1888

9 Coast United shall provide copies of these payments to:

10 Regional Water Quality Control Board, Los Angeles Region
11 320 West Fourth Street, Suite 200
12 Los Angeles, California 90013
13 Attention: Hugh Marley

14 **6.2.3** If Coast United fails to make payment of \$198,000 within one hundred and eighty
15 days (180) of entry of this Consent Judgment pursuant to sections 6.2.1 or 6.2.2 above, then Coast
16 United shall pay a stipulated civil penalty of one thousand dollars (\$1,000) for each day payment
17 is overdue. This stipulated civil penalty shall begin to accrue on the one-hundred-eighty-first day
18 after the entry of this Consent Judgment. The stipulated penalty shall be paid to the California
19 Waste Discharge Permit Fund as stated in section 6.2.2 above.

20 **6.3 Suspended Penalties**

21 Of Coast United’s total civil penalty of \$4,623,000, the amount of \$4,425,000 shall be
22 suspended on the conditions set forth herein. These suspended penalties (“Suspended Civil
23 Liability”) shall be deemed paid once Coast United completes all obligations pursuant to section
24 4 and section 6.2 above and sections 6.3a and 7.1, below. If Coast United fails to complete any
25 project task listed in the attached Exhibit A as Project Task numbers 1-10 (each a “Project Task”)
26 on or before the due date specified for each Project Task in Exhibit A, and fails to utilize the
27 Notice of Completion procedure detailed in subsection b. below, then the Suspended Civil
28 Liability amount attributable to that task on a percentage basis, as set forth in Exhibit A, shall be
due and payable. The stipulated penalty shall be paid to the California Waste Discharge Permit

1 Fund as stated in section 6.2.2 above. The Regional Board may enforce this provision pursuant to
2 section 10 below.

3 **a. Reductions in Suspended Civil Liability**

4 Notwithstanding section 6.3 above, Coast United shall receive stepwise reductions in the
5 amount of the Suspended Civil Liability as follows. When Coast United completes any Project
6 Task on or before the due date specified in Exhibit A for each Project Task, attached hereto, and
7 the Project Task is either accepted as complete by the Regional Water Board or deemed complete
8 pursuant to the procedures set forth below, the specified percentage of the Suspended Civil
9 Liability associated with that Project Task shall be subtracted from the total suspended penalty
10 obligation, as set forth in Exhibit A, which is attached hereto and incorporated by reference as
11 though fully set forth herein.

12 **b. Notice of Completion Procedure**

13 When Coast United believes it has completed each Project Task listed above, it shall
14 submit a Notice of Completion, signed under penalty of perjury, by email to the parties identified
15 in section 12, and upload it to GeoTracker, and include all documentation necessary to confirm
16 that the Project Task has been completed. The Regional Water Board may request further
17 information and site inspections as necessary to determine if the Project Task has been completed.

18 If Regional Water Board staff does not agree that the Project Task indicated in the Notice
19 of Completion has been completed, staff shall send Coast United a Notice of Objection within
20 ninety (90) calendar days of receipt of the Notice of Completion. The Notice of Objection shall
21 be sent to the parties identified in section 12 via email, and uploaded to GeoTracker. If Regional
22 Water Board staff needs additional time to determine whether the Project Task has been
23 completed, Regional Board staff shall send Coast United a Notice of Additional Time within
24 ninety (90) calendar days of receipt of the Notice of Completion. The Notice of Additional Time
25 shall be sent to the parties identified in section 12 via email, and uploaded to GeoTracker.

26 Failure of Regional Water Board staff to issue a Notice of Objection or a Notice of
27 Additional Time within 90 days after a Notice of Completion has been received shall mean that
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1 Project Task is deemed approved and completed and the associated Suspended Civil Liability
2 reduction is applied.

3 If Regional Water Board staff issues a Notice of Objection, and Coast United disagrees
4 with the Regional Board's decision that the project task has not been completed, and Coast
5 United refuses to do the work the Regional Board asserts is necessary to complete the project
6 task, then the Parties shall proceed using the dispute resolution procedures set forth in section 10.

7 Once all tasks, projects, and obligations pursuant to Exhibit A Project Tasks 1-10 have
8 individually and collectively been timely completed and either accepted by the Regional Water
9 Board or deemed complete pursuant to the procedures set forth above, then the entire Suspended
10 Civil Liability shall be deemed fulfilled and removed from any suspended penalty obligations
11 under this Consent Judgment. Further, the injunction pursuant to section 4 above shall be
12 dissolved.

13 **6.4 Failure to Complete A Project Task or Comply With the Injunction**

14 If the Regional Water Board believes that Coast United has failed to complete a Project
15 Task pursuant to Exhibit A of this Consent Judgment pursuant to the schedule provided therein or
16 Coast United fails to comply with the injunction pursuant to section 4 above on or before May 30,
17 2030, the Regional Water Board may seek to lift the suspension of the Suspended Civil Liability
18 amount associated with that Project Task as defined in section 6.3 of this Consent Judgment by
19 using the procedures set forth in section 10 below, taking into account any credits that are due to
20 Coast United pursuant to section 6.3a above. In the event the suspension of the Suspended Civil
21 Liability is lifted, all payments due pursuant to such an Order by the Court shall be made to the
22 Waste Discharge Permit Fund in the manner prescribed in section 6.2 above. Coast United may
23 challenge the Regional Water Board's suspension of Suspended Civil Liability pursuant to the
24 procedures in section 10.

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6.5 Disputes Pertaining to Payment of Penalties

Should any disagreement arise pertaining to Coast United’s failure to pay civil penalties, the Regional Water Board or Coast United may enforce these provisions by using the procedures set forth in section 10 below.

7. PAYMENT OF OVERSIGHT COSTS

7.1 Within thirty (30) days of entry of this Consent Judgment, Coast United shall pay \$130,790.52 in outstanding oversight costs as of December 7, 2020 with a check payable to State Water Resources Control Board SCP Program.

Coast United shall reference this case number on the oversight costs payment and submit them to:

State Water Resources Control Board
SCP Program
P.O. Box 1888
Sacramento, CA 95812-1888

Coast United shall provide copies of these payments to:

Regional Water Quality Control Board, Los Angeles Region
320 West Fourth Street, Suite 200
Los Angeles, California 90013
Attention: Hugh Marley

If Coast United fails to make payment of this amount within 30 days, Coast United shall pay a stipulated civil penalty of \$1,000 for each day payment is overdue in the same manner as the stipulated penalty is paid pursuant to section 6.2 above. This civil penalty shall begin to accrue on the thirty-first day after the entry of this Consent Judgment.

7.2 Coast United shall continue to pay oversight costs to the Regional Water Board until the injunction pursuant to section 4.1 above is deemed satisfied and all oversight costs to oversee remediation of the Site have been paid. These payments shall be made within 30 days of receipt of any Regional Water Board invoice in the same manner as provided in section 7.1 above.

1 **8. MATTERS COVERED BY THE CONSENT DECREE**

2 8.1. This Consent Decree is a final and binding resolution and settlement of all claims,
3 orders, liability, violations, penalties and causes of action alleged by the Regional Water Board in
4 the Complaint regarding the Site and all claims, orders, liability, violations, penalties and causes
5 of action related to the Site which could have been asserted by the Regional Water Board based
6 upon the acts, omissions and/or events that are alleged in the Complaint (hereinafter referred to as
7 “Covered Matters”). The Parties reserve the right to pursue any claim that is not a Covered
8 Matter (“Reserved Claim”) and to defend against any Reserved Claim.

9 8.2. The Covered Matters do not include, and the Consent Decree does not apply to,
10 any claims, actions or penalties for the performance, or lack of performance of, cleanup,
11 corrective action, or response action concerning or arising out of future releases, spills, leaks,
12 discharges or disposals of waste, as defined in California Water Code § 13050, caused or
13 contributed to by Coast United at or from the Site or any other site owned and/or operated by
14 Coast United. This Consent Decree does not prevent any claims, actions, or penalties by any
15 other regulatory entity.

16 8.3. Except as otherwise provided in this Consent Decree, the Regional Water Board
17 covenants not to sue or pursue any further civil claims, orders, liability, actions or penalties
18 against Coast United for the Covered Matters.

19 8.4. Coast United covenants not to sue or pursue any civil or administrative claims
20 against the Regional Water Board or against any agency of the State of California or against their
21 officers, employees, representatives, agents or attorneys arising out of or related to any Covered
22 Matters.

23 8.5. Any claims, violations, or causes of action that are based on acts, omissions or
24 events occurring after the date of entry of this Consent Decree in this matter are not resolved,
25 settled or covered by this Consent Decree.

26 8.6. In any subsequent action that may be brought by the Regional Water Board based
27 on any Reserved Claims, Coast United agrees that it will not assert that failing to pursue the
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1 Reserved Claim as part of this action constitutes claim-splitting, laches, or is otherwise
2 inequitable. This section does not prohibit Coast United from asserting any statute of limitations
3 defense or other defenses that may be applicable to any Reserved Claims.

4 **9. FORCE MAJEURE**

5 **9.1.** Any event (which may include an act or an omission) that is beyond Coast United's
6 control and that prevents Coast United from timely performing any obligation under this Consent
7 Judgment, despite Coast United's reasonable best efforts, is a "Force Majeure" event. Force
8 Majeure does not include Coast United's financial inability to fund or complete the obligation or
9 circumstances that Coast United could have avoided if it had complied with preventative
10 requirements imposed by law, regulation or ordinance.

11 **9.2.** If any Force Majeure event occurs that may prevent or delay Coast United's
12 performance of any obligation under this Consent Judgment, within ten (10) business days of
13 when Coast United first receives reasonable notice of the event, it shall provide to the Regional
14 Water Board a written explanation and description of the event; the anticipated duration of any
15 delay; all actions Coast United has taken or will take to prevent or minimize the delay or other
16 noncompliance and a schedule of such actions; and the rationale for categorizing the event as a
17 Force Majeure. In addition, Coast United shall provide all available non-privileged, material,
18 factual documentation supporting a Force Majeure claim.

19 **9.3.** Within fourteen (14) calendar days of receiving the notice set forth in section 9.2
20 above the Regional Water Board shall notify Coast United in writing whether it agrees with its
21 assertion of Force Majeure. If the Regional Water Board agrees that the prevention of
22 performance or anticipated prevention of performance or delay or anticipated delay is attributable
23 to Force Majeure, Coast United's performance will be excused to such degree as the Regional
24 Water Board agrees, or the time for performance of its obligations under this Consent Judgment
25 that are affected by Force Majeure will be excused to such degree, or extended for such time, as
26 the Regional Water Board agrees is necessary to complete those obligations. The Regional Water
27 Board shall exercise its discretion in a reasonable manner under this section.
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1 **9.4.** If Coast United and the Regional Water Board disagree about the existence or effect
2 of Force Majeure, either Coast United or the Regional Water Board may petition the Court to
3 resolve the dispute. If either Coast United or the Regional Water Board petitions the Court to
4 resolve the Force Majeure dispute, it will neither preclude nor prejudice the Regional Water
5 Board from bringing a motion to enforce the Consent Judgment as provided in this Consent
6 Judgment, nor will it preclude nor prejudice Coast United’s ability to oppose such a motion.
7 Alternatively, Coast United may raise Force Majeure as a defense to a motion to enforce. In all
8 instances, Coast United shall have the burden of proof to demonstrate Force Majeure.

9 **10. ENFORCEMENT AND PENALTIES**

10 **10.1. Procedure**

11 The Regional Water Board may move this Court to enforce any provision of this Consent
12 Judgment and to award other appropriate relief, including penalties for violations of sections 4
13 through 7 above, by serving and filing a regularly noticed motion in accordance with Code of
14 Civil Procedure section 1005 (Enforcement Motion). Coast United may file an opposition, and
15 the Regional Water Board may file a reply, both also in accordance with Code of Civil Procedure
16 section 1005. At least ten (10) business days before filing an Enforcement Motion under this
17 Consent Judgment, the Regional Water Board must meet and confer with Coast United to attempt
18 to resolve the matter without judicial intervention. To ensure that the “meet and confer” is as
19 productive as possible, the Regional Water Board will identify, as specifically as the available
20 information allows, the specific instances and dates of non-compliance and the actions that the
21 Regional Water Board believes Coast United must take to remedy that non-compliance. Coast
22 United will provide the Regional Water Board with a written response to the meet and confer
23 within 5 business days of the date of the Regional Water Board’s meet and confer.

24 Coast United may also bring an Enforcement Motion against the Regional Water Board
25 using the same procedures set forth above if Coast United contends the Regional Water Board is
26 not complying with any provision of this Consent Judgment.

1 If a dispute arises as to Coast United's completion of a Project Task and the Parties
2 proceed using the dispute resolution procedures, the following procedures apply:

3 Coast United shall have the burden of proof for establishing by a preponderance of the
4 evidence that (a) the Project Task has been completed; (b) the Project Task was completed by the
5 date identified in Exhibit A; (c) Coast United submitted a complete Notice of Completion to
6 Regional Water Board staff as described above with all of the required documentation; and (d)
7 Coast United timely submitted its Notice of Completion to Regional Water Board staff on or
8 before the date identified in Exhibit A for that Project Task. If Coast United fails to establish
9 each of its burdens proof, the Suspended Civil Liability associated with the Project Task that is
10 the subject of the dispute shall be imposed by Court order. The Parties agree that the Court shall
11 have no discretion to reduce or otherwise modify the amount of the Suspended Civil Liability
12 other than the Court shall add to the Suspended Civil Liability amount the interest that has
13 accrued on the amount of the unpaid Suspended Civil Liability at the rate of 10% per annum
14 beginning from the date of the Court's order. Payment of the amount imposed by the Court
15 pursuant to this paragraph and the interest shall be due to the Regional Board within thirty (30)
16 days from the Court's final order. The amount imposed by the Court shall be paid to the
17 California Waste Discharge Permit Fund pursuant to section 6.2.2. above, and Coast United shall
18 pay interest on the amount of one thousand dollars (\$1,000) for each day payment is overdue.

19 **11. PUBLIC COMMENT**

20 The Parties agree and acknowledge that the Regional Water Board's final approval of this
21 Consent Judgment is subject to the requirements of notice and comment pursuant to state
22 requirements. Pursuant to the enforcement policy of the State Water Resources Control Board,
23 adopted April 4, 2017, notice of the proposed Consent Judgment will be given to the public, and
24 the public will have at least thirty (30) days after the notice to submit comments on the proposal.
25 The Regional Water Board will publish notice on the Regional Water Board website after the
26 Consent Judgment is lodged with the Court. The Regional Water Board reserves the right to
27 withdraw or withhold its consent, prior to entry of the Consent Judgment, if the comments
28

1 received disclose information or considerations that indicate that the Consent Judgment is
2 inappropriate, improper, or inadequate. Coast United agrees not to withdraw from, oppose entry
3 of, or to challenge any provision of this Consent Judgment, unless the Regional Water Board
4 notifies Coast United in writing that it no longer supports entry of this Consent Judgment.

5 **12. NOTICE**

6 All submissions and notices required by this Consent Judgment shall be sent to the
7 following via electronic mail and personal delivery, overnight mail using a reputable delivery
8 courier, or United States Postal Service mail, certified or registered mail, return receipt requested:

9 For the Regional Water Board:

10 Russ Colby
11 Los Angeles Regional Water Quality Control Board
12 320 West Fourth Street, Suite 200
13 Los Angeles, California 90013
Russ.Colby@waterboards.ca.gov

14 Renee Purdy
15 Executive Officer
16 Los Angeles Regional Water Quality Control Board
17 320 West Fourth Street, Suite 200
18 Los Angeles, California 90013
Renee.Purdy@waterboards.ca.gov

19 Noah Golden-Krasner
20 Deputy Attorney General
21 Office of the Attorney General
22 300 South Spring Street, Suite 1702
23 Los Angeles, California 90013
Noah.Goldenkrasner@doj.ca.gov

24 For Coast United:

25 William Giamela, Sr.
26 President
27 Coast-United Advertising Co., Inc.
28 d/b/a/ Coast United Property Management
8020 Deering Avenue
Canoga Park, CA 91304
nancyn@benchad.com

1 Pete Nyquist
2 Brian Moskal
3 Greenberg Glusker Fields Claman & Machtinger LLP
4 2049 Century Park East, Suite 2600
5 Los Angeles, CA 90067
6 ponyquist@ggfirm.com
7 bmoskal@ggfirm.com

8 Any Party may change its notice name and address by informing the other Party in
9 writing, but no change is effective until it is received by the other Party. All notices and other
10 communications required or permitted under this Consent Judgment that are properly addressed
11 as provided in this Section are effective upon delivery if delivered personally or by overnight
12 mail, or are effective five (5) days following deposit in the United States mail, postage prepaid, if
13 delivered by mail.

14 **13. CONSENT TO INSPECTION OF FACILITIES AND DOCUMENTS**

15 **13.1. Documents**

16 On reasonable notice, Coast United shall permit any duly authorized representative of the
17 Regional Water Board to inspect and copy any documents in Coast United's possession that relate
18 to the Site or this Consent Judgment, to determine whether Coast United is in compliance with the
19 terms of this Consent Judgment. Nothing in this section is intended to require access to or
20 production of any documents that are protected by the attorney-client privilege, attorney work
21 product doctrine, the right to privacy, or any other applicable privilege or protection afforded to
22 Coast United under law.

23 **14.2. Facilities**

24 On reasonable notice, Coast United shall permit any duly authorized representative of the
25 Regional Water Board to inspect the Site and any other Coast United property related to this
26 Consent Judgment.

27 **15. NECESSITY FOR WRITTEN APPROVALS**

28 All approvals and decisions of the Regional Water Board under the terms of this Consent
Judgment shall be communicated to Coast United in writing (including by email). No oral
advice, guidance, suggestions, or comments by employees or officials of the Regional Water

1 Board regarding submissions or notices shall be construed to relieve Coast United of its
2 obligation to obtain any final written approval required by this Consent Judgment.

3 **16. EFFECT OF JUDGMENT**

4 Except as expressly provided in this Consent Judgment, nothing in this Consent Judgment
5 is intended nor shall it be construed to preclude the Regional Water Board, or any state, county,
6 or local agency, department, board or entity, or any Certified Unified Program Agency, from
7 exercising its authority under any law, statute or regulation.

8 **17. NO LIABILITY OF REGIONAL WATER BOARD**

9 The Regional Water Board shall not be liable for any injury or damage to persons or
10 property resulting from acts or omissions by Coast United, its directors, officers, employees,
11 agents, representatives, or contractors in carrying out activities pursuant to this Consent
12 Judgment, nor shall the Regional Water Board be held as a party to or guarantor of any contract
13 entered into by Coast United, its directors, officers, employees, agents, representatives or
14 contractors, in carrying out the requirements of this Consent Judgment.

15 **18. NO WAIVER OF RIGHT TO ENFORCE**

16 The failure of the Regional Water Board to enforce any provision of this Consent
17 Judgment shall neither be deemed a waiver of such provision nor in any way affect the validity of
18 this Consent Judgment. The failure of the Regional Water Board to enforce any such provision
19 shall not preclude it from later enforcing the same or any other provision of this Consent
20 Judgment. No oral advice, guidance, suggestions or comments by employees or officials of any
21 Party regarding matters covered in this Consent Judgment shall be construed to relieve any Party
22 of its obligations under this Consent Judgment.

23 **19. FUTURE CHANGES IN LAW**

24 Nothing in this Consent Judgment shall excuse Coast United from meeting any more
25 stringent requirements that may be imposed by changes in the applicable law.
26
27
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1 **20. APPLICATION OF CONSENT JUDGMENT**

2 Upon entry, this Consent Judgment shall apply to and be binding upon the Regional Water
3 Board and Coast United, and their employees, agents, successors, and assigns.

4 **21. AUTHORITY TO ENTER CONSENT JUDGMENT**

5 Each signatory to this Consent Judgment certifies that he or she is fully authorized by the
6 Party he or she represents to enter into this Consent Judgment, to execute it on behalf of the Party
7 represented and legally to bind that Party.

8 **22. RETENTION OF JURISDICTION**

9 **22.1** The Parties stipulate that this Court has jurisdiction to interpret and enforce the
10 Consent Judgment. The Court shall retain continuing jurisdiction to enforce the terms of this
11 Consent Judgment and to address any other matters arising out of or regarding this Consent
12 Judgment. The Parties shall meet and confer prior to the filing of any motion relating to this
13 Consent Judgment, including any Enforcement Motion pursuant to section 10 above, and shall
14 negotiate in good faith in an effort to resolve any dispute without judicial intervention.

15 **22.2** This Consent Judgment shall go into effect immediately upon entry thereof. Entry is
16 authorized by Stipulation of the Parties upon filing.

17 **23. PAYMENT OF LITIGATION EXPENSES AND FEES**

18 Each Party shall pay its own attorney fees and costs and all other costs of litigation and
19 investigation incurred to date.

20 **24. INTERPRETATION**

21 This Consent Judgment was drafted equally by all Parties. The Parties agree that the rule
22 of construction holding that ambiguity is construed against the drafting Party shall not apply to
23 the interpretation of this Consent Judgment.

24 **25. COUNTERPART AND FACSIMILE SIGNATURES**

25 This Consent Judgment may be executed by the Parties in counterparts, by Portable
26 Document Format (PDF), and facsimiles, each of which shall be deemed an original, and all of
27 which, when taken together, shall constitute one and the same document.

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26. INTEGRATION

This Consent Judgment constitutes the entire agreement between the Parties and may not be amended or supplemented except as provided for in the Consent Judgment.

27. MODIFICATION OF CONSENT JUDGMENT

This Consent Judgment may be modified only by the Court, or upon written consent by the Parties and the approval of the Court.

28. TERMINATION OF CONSENT JUDGMENT

This Consent Judgment will expire and be of no further effect after Coast United has completed all work contemplated by sections 4, 6 and 7 above, and the Regional Water Board has agreed in its discretion, not to be unreasonably withheld, that such work is complete, and Coast United has paid all penalties as required by this Consent Judgment.

29. FINAL JUDGMENT

Upon approval and entry of this Consent Judgment by the Court, this Consent Judgment shall constitute a Final Judgment by the Court as to the Parties.

IT IS SO STIPULATED.

FOR DEFENDANT COAST UNITED

Dated: April 21, 2021

By: William Giamela
William Giamela, President - Coast United Advertising Co., Inc.

APPROVED AS TO FORM

Dated: April 21, 2021

By: Peter A. Nyquist
Peter A. Nyquist, Attorney

**FOR PLAINTIFF THE CALIFORNIA
REGIONAL WATER QUALITY CONTROL
BOARD, LOS ANGELES REGION**

Dated: April 19, 2021

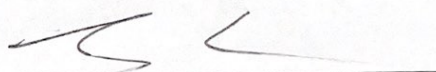
By: Renee Purdy
RENEE PURDY, Executive Officer
California Regional Water Quality Control Board,
Los Angeles Region

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APPROVED AS TO FORM

Dated: 4/21/21, 2021

XAVIER BECERRA
Attorney General of the State of California
GARY E. TAVETIAN,
Supervising Deputy Attorney General
NOAH GOLDEN-KRASNER,
Deputy Attorney General



NOAH GOLDEN-KRASNER
Deputy Attorney General
Attorney for Plaintiff
Regional Water Quality Control Board,
Los Angeles Region

IT IS HEREBY ORDERED:

Entered this _____ day of _____, 2021.

HONORABLE STEPHEN P. PFAHLER
Judge of the Superior Court

LA2018601146
64046362.docx

Exhibit A

SCHEDULE FOR THE LOS ANGELES REGIONAL WATER QUALITY CONTROL BOARD (LARWQCB)

COAST UNITED ADVERTISING (CUA)

8710-8722 Darby Avenue (evens only), 18317-18331 Parthenia Street (odds only), Northridge, CA 91325

Brief Summary of Project Tasks: Develop and update Conceptual Site Model. Perform soil, soil vapor, and groundwater assessment on-site and off-site as necessary to delineate the contaminant plumes. Install, operate, optimize, and expand (if needed) the soil vapor extraction system to remediate the soil and soil vapor plumes. Install and operate offsite soil vapor extraction wells. Design, install, and implement groundwater remediation to be approved by the LARWQCB. Evaluate indoor soil vapor intrusion on-site and off-site (including but not limited to neighboring residential and commercial buildings). Perform public participation activities as required by the LARWQCB to inform the public as necessary.

Work Phase Tasks	Cleanup and Abatement Order Required Actions	Compliance Schedule ¹	Percent Penalty Dismissed ²
1. Develop Conceptual Site Model (CSM), standalone reports (shall not be combined with other reports)	CUA First Conceptual Site Model (CSM) Report submittal	December 1, 2021	5%
	LARWQCB Initial Comment/Approval	March 1, 2022	
	CUA Revised CSM Report submittal	April 1, 2022	
	LARWQCB Approval	July 1, 2022	
	Annual CSM Reports as practical until site characterization and remediation is complete and LARWQCB issues a No Further Action letter for entire Cleanup and Abatement Order	December 1, 2022 through No Further Action	
2. Site Assessment (soil matrix and soil vapor) for CUA property and 8730 and 8732 Darby Avenue and 8721 Etiwanda Avenue	CUA Site Assessment Work Plan submittal	July 30, 2021	0%
	LARWQCB Work Plan Approval (additional requirements, if warranted)	October 30, 2021	
	CUA Site Assessment Report submittal	July 30, 2022	
	LARWQCB Initial Comment/Approval	October 30, 2022	
	CUA Revised Site Assessment Report submittal	November 30, 2022	
	LARWQCB Approval	February 28, 2023	
2a. Site Assessment (soil matrix and soil vapor) for other off-site areas up to and including Parthenia Auto Center and Terry Lumber. Complete delineation - off-site (towards east, south, and southeast of the Site) - of soil matrix and soil vapor is required. Concentrations exceeding Environmental Screening Levels (ESLs) for soil and soil vapor will require step-out sampling.	If necessary, submit Task 2b below	-	0%
	CUA Site Assessment Work Plan submittal	October 30, 2021	
	LARWQCB Work Plan Approval	January 30, 2022	
	CUA Site Assessment Report submittal	October 30, 2022	
	LARWQCB Initial Comment/Approval	January 30, 2023	
	CUA Revised Site Assessment Report submittal	February 28, 2023	
2b. Site Assessment (soil matrix and soil vapor) to completely delineate the soil and soil vapor contaminant plumes. If the plumes are not fully delineated in 2 and 2a, complete site assessment (soil matrix and soil vapor) for all other off-site areas beyond Parthenia Auto Center, Terry Lumber and area around 8730, 8732 Darby Avenue and 8721 Etiwanda Avenue until fully delineated. Concentrations exceeding Environmental Screening Levels (ESLs) for soil and soil vapor will require step-out sampling.	CUA Complete Site Assessment Work Plan submittal	August 30, 2023	15%
	LARWQCB Work Plan Approval (with additional requirements if warranted)	November 30, 2023	
	CUA Complete Site Assessment Report submittal	May 30, 2025	
	LARWQCB Initial Comment/Approval	August 30, 2025	
	CUA Revised Complete Site Assessment Report	September 30, 2025	
	LARWQCB Approval	December 30, 2025	
3. Groundwater Plume Delineation on- and off-site to Union Pacific railroad easement (installation and development of permanent groundwater monitoring wells)	CUA Groundwater Monitoring Well Installation Work Plan submittal	October 30, 2022	0%
	LARWQCB Work Plan Approval (with additional requirements if warranted)	January 30, 2023	
	CUA Groundwater Monitoring Well Installation Report submittal	March 30, 2023	
	LARWQCB Initial comment/approval	June 30, 2023	
	CUA Revised Groundwater Monitoring Well Installation Report	July 30, 2023	
	LARWQCB Approval	October 30, 2023	
3a. Complete Groundwater Plume Delineation on- and off-site (installation and development of permanent groundwater monitoring wells). Perform 3a if plume is not delineated in 3 and data from Union Pacific railroad easement suggests that the groundwater plume is not completely delineated.	CUA Groundwater Monitoring Well Installation Work Plan submittal	February 28, 2024	10%
	LARWQCB Work Plan Approval (with additional requirements, if warranted)	May 30, 2024	
	CUA Groundwater Monitoring Well Installation Report submittal	November 30, 2024	
	LARWQCB Approval	February 28, 2025	
	CUA Revised Groundwater Monitoring Well Installation Report submittal	March 30, 2025	
4. Groundwater Monitoring Reports Quarterly Groundwater Monitoring Reports are due according to the schedule until groundwater plume is remediated and the LARWQCB issues a No Further Action letter for the entire Cleanup and Abatement Order. Sampling of six existing groundwater monitoring wells. New monitoring wells shall be added to the groundwater monitoring program and network upon installation.	CUA 1st Quarter Groundwater Monitoring Report submittal	April 15	5%
	CUA 2nd Quarter Groundwater Monitoring Report submittal	July 15	
	CUA 3rd Quarter Groundwater Monitoring Report submittal	October 15	
	CUA 4th Quarter Groundwater Monitoring Report submittal	January 15	
5. Soil Vapor Extraction (SVE) System Progress Reports Quarterly SVE Remediation Progress Reports are due according to the schedule below until the remediation is complete and the LARWQCB issues a No Further Action letter for the entire Cleanup and Abatement Order. Operation & Maintenance: The on-site SVE system shall be continuously operated and maintained until soil vapor plume is remediated.	CUA 1st Quarter SVE System Progress Report submittal	April 15	5%
	CUA 2nd Quarter SVE System Progress Report submittal	July 15	
	CUA 3rd Quarter SVE System Progress Report submittal	October 15	
	CUA 4th Quarter SVE System Progress Report submittal	January 15	

Work Phase Tasks	Cleanup and Abatement Order Required Actions	Compliance Schedule ¹	Percent Penalty Dismissed ²
<p>6. Complete Design and Installation of On-site Remedial Action- Soil Vapor Extraction (SVE) System (to be determined by soil vapor assessment from Task 2)</p> <p>Data from SVE Installation and Startup Report dated May 22, 2020 suggests that the current SVE well network does not cover the whole soil vapor plume on-site. Therefore, an SVE RAP Amendment to install additional SVE wells on-site shall be submitted.</p>	CUA SVE Remedial Action Plan (RAP) Amendment submittal	August 30, 2023	10%
	LARWQCB approval of SVE RAP Amendment (with additional requirements if warranted)	November 30, 2023	
	CUA Completion Report submittal	May 30, 2024	
	LARWQCB initial comment/approval	August 30, 2024	
	CUA Revised Completion Report submittal	September 30, 2024	
	LARWQCB Approval	December 30, 2024	
<p>6a. Complete Design and Installation of Off-site Remedial Action- SVE System (to be determined by soil vapor assessment from Tasks 2a and 2b)</p> <p>Note: Expansion of the SVE system is currently underway at 8730 and 8732 Darby Avenue and 8721 Etiwanda Avenue, Northridge, CA. The extent of soil vapor contamination will determine the scope of off-site soil vapor remediation. Soil vapor data may warrant remediation beyond Darby and Etiwanda residences.</p> <p>Based on the pending off-site soil vapor assessment, if concentrations exceed Environmental Screening Levels (ESLs), design and installation of off-site remedial action - off-site SVE System, is required.</p> <p>If SVE is not feasible due to property limitation, vapor intrusion mitigation system, e.g. sub-slab depressurization system, must be considered and installed.</p>	CUA SVE Remedial Action Plan (RAP) Amendment submittal	June 30, 2026	10%
	LARWQCB approval of SVE RAP Amendment (with additional requirements if warranted)	September 30, 2026	
	CUA Completion Report submittal	March 30, 2027	
	LARWQCB initial comment/approval	June 30, 2027	
	CUA Revised Completion Report submittal	July 30, 2027	
	LARWQCB Approval	October 30, 2027	
<p>6b. Soil and Soil Vapor Remedial Completion - SVE System Rebound Testing and Confirmation Soil and Soil Vapor Sampling on- and off-site</p> <p>To be determined by SVE Progress Reports in Task 5.</p>	CUA Rebound Testing and Confirmation Soil and Soil Vapor Sampling Work Plan submittal	April 30, 2021	10%
	LARWQCB Work Plan Approval (additional requirements if warranted)	July 30, 2021	
	CUA Soil/Soil Vapor Remedial Completion Report submittal	To Be Determined based on Task 5 data	
	LARWQCB Initial Comment/Approval	To Be Determined based on Task 5 data	
	CUA Revised Soil/Soil Vapor Remedial Completion Report submittal	To Be Determined based on Task 5 data	
	LARWQCB Approval	No later than date of No Further Action	
<p>7. Groundwater Remedial Action</p> <p>Remediation of groundwater shall commence after complete delineation of the groundwater plume based on Task 3 or 3a data</p>	CUA draft Remedial Action Plan (RAP) and Feasibility Study submittal	October 30, 2026	10%
	LARWQCB tentative approval for public comment (LARWQCB Final RAP approval)	October 30, 2027	
	Groundwater Remediation System Installation Report	October 30, 2028	
	LARWQCB Initial Comment/Approval	January 28, 2029	
	CUA Revised Groundwater Remediation System Installation Report submittal	February 28, 2029	
	LARWQCB Approval	May 30, 2029	
	Begin Task 7a below	-	
	CUA Groundwater Remediation Completion Report submittal	To Be Determined based on Task 7a data	
	LARWQCB Initial Comment/Approval	To Be Determined based on Task 7a data	
	CUA Revised Groundwater Remediation Completion Report submittal	To Be Determined based on Task 7a data	
	LARWQCB Approval	No later than date of No Further Action	
<p>7a. Groundwater Remedial Progress Reports</p> <p>Operation & Maintenance: The groundwater remediation system shall be continuously operated and maintained until groundwater plume is remediated.</p> <p>Once groundwater remediation system is installed, CUA will submit Quarterly Groundwater Remediation Progress Reports according to the following schedule until the remediation is complete and the LARWQCB issues a No Further Action letter for the entire Cleanup and Abatement Order:</p>	CUA 1st Quarter Groundwater Remediation Progress Report submittal	April 15	5%
	CUA 2nd Quarter Groundwater Remediation Progress Report submittal	July 15	
	CUA 3rd Quarter Groundwater Remediation Progress Report submittal	October 15	
	CUA 4th Quarter Groundwater Remediation Progress Report submittal	January 15	

Work Phase Tasks	Cleanup and Abatement Order Required Actions	Compliance Schedule ¹	Percent Penalty Dismissed ²
<p>8. On-site Vapor Intrusion (VI) Investigation and Human Health Risk Assessment</p> <p>According to CUA, the site is currently vacant. On-site VI investigation shall be conducted prior to site occupancy. Site should not be occupied until on-site VI investigation is completed and approved.</p>	CUA Onsite Vapor Intrusion Investigation Work Plan submittal	May 30, 2022	5%
	LARWQCB Work Plan Approval	August 28, 2022	
	CUA Onsite Vapor Intrusion Investigation Report submittal	February 28, 2023	
	LARWQCB Initial Comment/Approval	May 30, 2023	
	CUA Revised Onsite Vapor Intrusion Investigation Report submittal	June 30, 2023	
	LARWQCB Approval	September 30, 2023	
<p>9. Off-site Vapor Intrusion (VI), Evaluation of Neighboring Residential Properties, and Human Health Risk Assessment for 8721 Etiwanda Avenue, Northridge, CA.</p> <p>The need for VI investigation depends on soil vapor data. Soil vapor concentrations exceeding Environmental Screening Levels (ESLs) will trigger need for VI investigation.</p> <p>Note: Two rounds of indoor soil VI has been completed for 8730 and 8732 Darby Avenue and the Parthenia Street Auto Center. The second round of indoor soil VI for 8721 Etiwanda Avenue is pending.</p>	CUA Offsite Vapor Intrusion Investigation Report submittal	November 30, 2021	0%
	LARWQCB Initial Comment/Approval	February 28, 2022	
	CUA Revised Offsite Vapor Intrusion Investigation Report submittal	March 30, 2022	
	LARWQCB Approval	June 30, 2022	
	If necessary, submit Task 9a below.	-	
<p>9a. Off-site Indoor Soil VI, Evaluation of other properties potentially impacted by the soil vapor plume [to be determined by soil vapor assessment from Tasks 2a and 2b]</p> <p>The soil vapor plume is currently not fully delineated. The need for VI investigation depends on pending soil vapor data. Soil vapor concentrations exceeding the Environmental Screening Levels (ESLs) will trigger the need for VI investigation.</p>	CUA Offsite Vapor Intrusion Investigation Work Plan submittal	April 30, 2026	5%
	LARWQCB Work Plan Approval	July 30, 2026	
	CUA Offsite Vapor Intrusion Investigation Report submittal	January 30, 2027	
	LARWQCB Initial Comment/Approval	April 30, 2027	
	CUA Revised Offsite Vapor Intrusion Investigation Report submittal	May 30, 2027	
	LARWQCB Approval	August 30, 2027	
<p>10. Public Participation, activities include: Fact Sheets, Work Notices, Public Community Meetings.</p> <p>Fact Sheets shall be distributed to property owners and tenants within 500 foot radius of the Site (as required by LARWQCB staff regarding remedial installation, consistent with state public participation guidance) until No Further Action is determined.</p> <p>CUA Public Participation activities as needed, including submittals and distribution of Fact Sheets and Work Notices, and Attending Public Community Meetings, (as required by the LARWQCB to inform the public as necessary) until the remediation is complete and the LARWQCB issues No Further Action for the entire Cleanup and Abatement Order.</p>	CUA Public Participation Plan and Draft Fact Sheet submittal	June 30, 2021	5%
	LARWQCB Initial Comment/Approval	September 30, 2021	
	CUA distribution of Fact Sheets to property owners and tenants within 500-foot radius of the Site	October 15, 2021	
	CUA Revised Public Participation Plan	October 30, 2021	
	LARWQCB Approval of Public Participation Plan	January 30, 2022	
	CUA Public Participation activities as needed	To Be Determined / No later than date of No Further Action	
Totals			100%

Notes:

1. If the date falls on a Saturday, Sunday, or state holiday, the submittal or action must be completed by the next business day.
2. The specified percent of the stipulated penalty amount will be dismissed following the completion, approval, or issuance of the final task identified in the Compliance Schedule column.
3. Subject to Section 9 of the Consent Judgment: "Any event (which may include an act or an omission) that is beyond Coast United's control and that prevents Coast United from timely performing any obligation under this Consent Judgment, despite Coast United's reasonable best efforts, is a 'Force Majeure' event. Force majeure does not include Coast United's financial ability to fund or complete the obligation or circumstance that Coast United could have avoided if it had complied with preventative requirements imposed by law, regulation or ordinance." This includes Coast United's inability to obtain off-site access agreements despite reasonable best efforts.

DECLARATION OF SERVICE BY E-MAIL

Case Name: **California Regional Water Quality Control Board-Los Angeles v. Mei-Hon Lai; et al.**

Case No.: **BC707671**

I declare:

I am employed in the Office of the Attorney General, which is the office of a member of the California State Bar, at which member's direction this service is made. I am 18 years of age or older and not a party to this matter.

On April 28 2021, I served the attached **STIPULATION FOR ENTRY OF [PROPOSED] CONSENT JUDGMENT AND PERMANENT INJUNCTION; [PROPOSED] CONSENT JUDGMENT AND PERMANENT INJUNCTION** by transmitting a true copy via electronic mail, addressed as follows:

Peter A. Nyquist
Brian E. Moskal
Sherry E. Jackman
Greenberg Glusker Fields Claman and
Machtinger LLP
2049 Century Park East, Suite 2600
Los Angeles, CA 90067
E-mail: pnyquist@ggfirm.com
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*Attorneys for Defendant/Cross-Complainant
and Cross-Defendant Coast United
Advertising, Inc., dba Coast United Property
Management*

**Service List Continues on Next Page*

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Pacific Palisades, CA 90272
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*Attorneys for Cross-Defendant and
Cross-Complainant James E. Henderson*

I declare under penalty of perjury under the laws of the State of California the foregoing is true and correct and that this declaration was executed on April 28, 2021, at Los Angeles, California.

Beatriz Davalos

Declarant



Signature

Case Name: **California Regional Water Quality Control Board-Los Angeles v. Mei-Hon Lai; et al.**

Case No.: **BC707671**

SERVICE LIST (Continued)

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Attorneys for Defendant Mei-Hon Lai, in her capacity as Successor-In-Interest to San Cheng Lai and Trustee of the Lai Family Trust

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Attorneys for Cross-Defendant Richard Scribner