

SETTLEMENT AGREEMENT

This Settlement Agreement (Agreement) is made and entered into by and between the City of Glendale (City) and the People of the State of California ex rel. the State Water Resources Control Board (State Water Board) based on the following facts and background:

RECITALS

A. WHEREAS, in July 2014, the State Water Board filed a Complaint for Civil Penalties, Permanent Injunction, and Other Equitable Relief in *People of the State of California ex rel. State Water Resources Control Board v. City of Glendale*, Los Angeles Superior Court Case No. BC552862 (the Lawsuit), alleging the City violated various laws and regulations governing the operation and maintenance of underground storage tanks (USTs) and UST systems.

B. WHEREAS, the City stipulated to entry of a Consent Judgment and Permanent Injunction (Consent Judgment) in the Lawsuit that awarded the State Water Board \$1,060,000 in penalties, \$615,000 of which was suspended if the City remained in compliance with specific UST regulations set forth in the Consent Judgment for five years.

C. WHEREAS, in January 2017, the State Water Board conducted inspections at nine City UST facilities and identified violations at each facility.

D. WHEREAS, in June 2018, the State Water Board conducted inspections at all twelve City UST facilities and identified violations at two facilities.

E. WHEREAS, the State Water Board informed the City that it intended to file a Motion to Enforce the Consent Judgment and Assess the Suspended Penalty (Motion to Enforce) based on the violations listed in Exhibit A to this Agreement (Alleged Suspended Penalty Violations).

F. WHEREAS, during the meet and confer process for the Motion to Enforce, the State Water Board informed the City that it was also exploring filing a new enforcement action against the City based on the violations listed in Exhibit B to this Agreement (Alleged Additional UST Violations).

G. WHEREAS, the City denies it has violated the Consent Judgment or any UST laws or regulations and has requested early termination of the injunctive terms of the Consent Judgment.

H. WHEREAS, except as otherwise expressly reserved by the terms of this Agreement, the City and the State Water Board (the Parties) desire to resolve, settle, and compromise all disputes among themselves relating to the Consent Judgment, the Lawsuit, the Alleged Suspended Penalty Violations and the Additional Alleged UST Violations as set forth below:

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Acknowledgment and Incorporation of Factual Recitals: The Parties acknowledge the truth, accuracy and validity of the foregoing Recitals. The Recitals are incorporated by this reference into this Agreement.

2. Payment: The City shall pay the State Water Board \$653,000 (\$615,000 in suspended penalties, plus \$38,000 in attorney's fees and staff costs) (the "Compromise Sum") within 30 days of the Effective date of this Agreement. This payment shall be made by two checks: one in the amount of \$615,000 payable to the State Water Board's "State Water Pollution Cleanup and Abatement Account," the other in the amount of \$38,000 payable to the State Water Board's "Underground Storage Tank Cleanup Fund."

3. Designated Operator: Within 60 days of the Effective Date of this Agreement, the City shall engage and pay a contract consultant to serve as Designated Operator for all City-owned UST systems for a period of no less than two years.

4. Waiver; Reservation of Right: Upon the Effective Date of this Agreement, the State Water Board waives its right to file a Motion to Enforce in the Lawsuit, or to file a complaint seeking civil penalties and/or an injunction, and releases, discharges, covenants, and agrees not to assert any and all claims, causes of action, suits or demands based on (i) the Alleged Suspended Penalty Violations identified in Exhibit A, (ii) the Additional Alleged UST Violations identified in Exhibit B, and/or (iii) any additional alleged violations of Chapter 6.7 of Division 20 of the Health and Safety Code and Title 23, Division 3, Chapter 16 of the California Code of Regulations originating prior to and including the Effective Date of this Agreement that the State Water Board identified, or should have identified, during the State Water Board's inspections of the City's USTs and UST systems. This Waiver does not bar the State Water Board from filing a complaint seeking civil penalties and/or an injunction, based on any violation that (i) continues or originates after the Effective Date of this Agreement, or (ii) predates the Effective Date of this Agreement and was not reasonably identifiable during the State Water Board's inspections of the City's USTs and UST systems.

5. Stipulation to Terminate Consent Judgment: The City and the State Water Board stipulate and agree to jointly file the Stipulation to Terminate Consent Judgment, an executed copy of which is attached as Exhibit C to this Agreement, within thirty (30) days of the State Water Board's receipt of the full Compromise Sum.

6. Evidence Code Section 1123: This Agreement is admissible, enforceable, and binding within the meaning of Evidence Code section 1123.

7. Code Civil Procedure Section 664.6: This Agreement is enforceable pursuant to Code of Civil Procedure section 664.6 in any court action or matter pending between the Parties,

and the court in each of those matters retains jurisdiction to enforce the settlement until performance in full of the terms of this Agreement, but it shall not be admissible as evidence by either Party for the purpose of admitting or providing the assertions or claims of any party in the pending litigation between them.

8. Agreement to Cooperate: The Parties agree to and will cooperate fully with each other in the performance of this Agreement, including without limitation, executing all documents reasonably necessary to fulfill the performance of the terms of this Agreement.

9. Attorney's Fees and Costs: Except as provided in the Consent Judgment and in Paragraph 11 of this Agreement, the Parties shall bear their own attorney's fees and costs in connection with the Consent Judgment, the Lawsuit and this Agreement.

10. Compromise of Disputed Claims: This Agreement is a compromise settlement of disputed claims and shall not be construed as an admission of liability by any Party.

11. Enforcement of this Agreement: In the event any action or proceeding is brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs incurred in such action or proceeding.

12. Severability: Should any term or provision of this Agreement become or be held invalid, illegal or unenforceable, such term or provision shall be severable from the remainder of this Agreement and the validity, legality and enforceability of the remaining terms and provisions shall not in any way be affected or impaired thereby.

13. Entire Agreement: This Agreement constitutes the entire agreement and understanding between the Parties relating to the subject matter hereof and supersedes all prior written or oral agreements, understanding or representations of the Parties relating to that subject matter.

14. Modification and Waiver: This Agreement shall not be changed, altered or modified except in writing signed by the Parties. No term or condition of this Agreement shall be deemed to have been waived, nor shall there be an estoppel against the enforcement of any provision of this Agreement, except by written instrument signed by the Party charged with the waiver or estoppel.

15. Binding on Assigns and Successors: This Agreement shall extend to and bind, and inure to the benefit of the Parties' heirs, executors, representatives, successors, transferees and assigns.

16. California Law: This Agreement is entered into, and shall be construed and interpreted in accordance with, the laws of the State of California.

17. Representation by Counsel; Interpretation: Each Party has carefully read and fully understands all aspects of this Agreement. Each Party agrees that it has been advised to consult with an attorney prior to executing this Agreement, and that such Party has either done so or

knowingly waived the right to do so, and now enters into this Agreement without duress or coercion from any source. The Parties agree that this Agreement was the product of negotiation and joint drafting by the Parties. Accordingly, the rule of construction holding that ambiguity is construed against the drafting party shall not apply to the interpretation of this Agreement.

18. Headings: The headings in this Agreement are for purposes of reference only and shall not limit or otherwise affect the meaning hereof.

19. Execution in Counterparts: This Agreement may be executed by facsimile or PDF signatures, in counterparts and/or duplicate originals, which taken together shall be deemed a single original.

20. Warranty of Authority: All persons signing this Agreement warrant that they are each duly authorized to sign on behalf of themselves and any entity they represent.


21. Continuing Jurisdiction: As set forth in Paragraph 7, the Los Angeles County Superior Court shall retain jurisdiction to ensure completion of the terms of this Agreement.

22. Effective Date: The Effective Date of this Agreement shall be the date the agreement is executed by the last party to sign.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth opposite the respective signatures below.

CITY OF GLENDALE


Dated: 12/26/18

 12/26/18
John Takhtalian
Deputy City Manager

STATE WATER RESOURCES CONTROL BOARD

Dated: _____

EILEEN SOBECK
Executive Director
State Water Resources Control Board


APPROVED AS TO FORM
Principal Assistant City Attorney
Date 12/20/18

knowingly waived the right to do so, and now enters into this Agreement without duress or coercion from any source. The Parties agree that this Agreement was the product of negotiation and joint drafting by the Parties. Accordingly, the rule of construction holding that ambiguity is construed against the drafting party shall not apply to the interpretation of this Agreement.

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22. Effective Date: The Effective Date of this Agreement shall be the date the agreement is executed by the last party to sign.

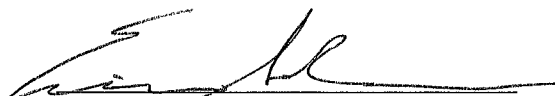
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth opposite the respective signatures below.

CITY OF GLENDALE

Dated: _____

STATE WATER RESOURCES CONTROL BOARD

Dated: 12/05/18 _____

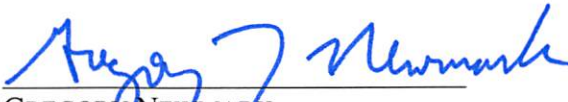


EILEEN SOBECK
Executive Director
State Water Resources Control Board

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Dated: 12/18/18



GREGORY NEWMARK
Meyers | Nave
Attorneys for City of Glendale

Dated: _____

DAVID BOYERS
Assistant Chief Counsel
State Water Resources Control Board, Office of
Enforcement

Dated: _____

ADAM L. LEVITAN
Deputy Attorney General
Office of the Attorney General of California

Dated: _____

GREGORY NEWMARK
Myers | Nave
Attorneys for City of Glendale

Dated: Dec. 11, 2018

David Boyers

DAVID BOYERS
Assistant Chief Counsel
State Water Resources Control Board, Office of
Enforcement

Dated: _____

ADAM L. LEVITAN
Deputy Attorney General
Office of the Attorney General of California

APPROVED AS TO FORM:

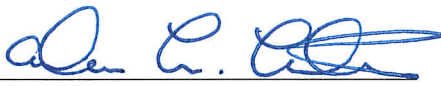
Dated: _____

GREGORY NEWMARK
Meyers | Nave
Attorneys for City of Glendale

Dated: _____

DAVID BOYERS
Assistant Chief Counsel
State Water Resources Control Board, Office of
Enforcement

Dated: 12/20/18



ADAM L. LEVITAN
Deputy Attorney General
Office of the Attorney General of California

Exhibit A

**City of Glendale
Alleged Suspended Penalty Violations**

Facility Address	Violation Number	Violation	Citations	Start Date	End Date	Number of USIs	Days of Violation
Police Department 131 N Isabel St	1	Failure to meet Designated Operator Inspection Requirements	23 CCR 2715(c)	1/1/16	1/31/17	2	396
Public Service Admin Building 141 N Glendale Ave	2	Failure to meet Designated Operator Inspection Requirements	23 CCR 2715(c)	1/1/16	1/31/17	1	396
Fire Station #22 210 E Palmer Ave	3	Failure to meet Designated Operator Inspection Requirements	23 CCR 2715(c)	1/1/16	1/31/17	2	396
	4	Failure to Perform Annual LLD Testing	H&SC 25291(f); 23 CCR 2638	9/12/14	8/13/15	1	335
Fire Station #25 353 N Chevy Chase Dr	5	Failure to meet Designated Operator Inspection Requirements	23 CCR 2715(c)	1/1/16	1/31/17	1	396
Public Works Maintenance Yard 541 W Chevy Chase Dr	6	Failure to meet Designated Operator Inspection Requirements	23 CCR 2715(c)	1/1/16	1/31/17	6	396
	7	Failure to meet Designated Operator Inspection Requirements	23 CCR 2715(c)	10/1/17	10/31/17	1	31
Public Works Waste Management 548 W Chevy Chase Dr	8	Failure to meet Designated Operator Inspection Requirements	23 CCR 2715(c)	1/1/16	1/31/17	3	396
Public Service Garage 800 Air Way	9	Failure to meet Designated Operator Inspection Requirements	23 CCR 2715(c)	1/1/16	1/31/17	4	396
Fire Station #26 1145 N Brand Blvd	10	Failure to meet Designated Operator Inspection Requirements	23 CCR 2715(c)	1/1/16	1/31/17	1	396
Fire Station #29 2465 Honolulu Ave	11	Failure to meet Designated Operator Inspection Requirements	23 CCR 2715(c)	1/1/16	1/31/17	2	396

Exhibit B

City of Glendale
Alleged Additional UST Violations

Facility Address	Violation Number	Violation	Citations	Number of USTs	Start Date	End Date
Police Department 131 N Isabel St	1	Failure to meet Designated Operator Inspection Requirements	23 CCR 2715(c)	2	1/1/16	1/31/17
	2	Failure to Maintain Operating Permit	H&SC 25284(a)	2	1/1/17	2/7/17
	3	Failure to Maintain Facility and Tank Information	H&SC 25286(a); 23 CCR 2711 (a)	2	1/26/17	3/3/17
	4	Failure to Maintain Financial Responsibility	H&SC 25292.2; 23 CCR 2711(a)(11)	2	1/26/17	2/23/17
	5	Failure to Maintain Plot Plan/Site Map	2711(a)(8)	2	1/26/17	3/3/17
Public Service Admin Building 141 N Glendale Ave	6	Failure to meet Designated Operator Inspection Requirements	24 CCR 2715(c)	1	1/1/16	1/31/17
	7	Failure to Maintain Operating Permit	H&SC 25284(a)	1	1/1/17	2/7/17
	8	Failure to Maintain Facility Information	23 CCR 2711 (a)	1	1/26/17	3/3/17
	9	Failure to Maintain Financial Responsibility	H&SC 25292.2; 23 CCR 2711(a)(11)	1	1/26/17	2/23/17
	10	Failure to Maintain Plot Plan/Site Map	2711(a)(8)	1	1/26/17	3/3/17
	11	Failure to Maintain Overfill Prevention Requirements	23 CCR 2635(b)(2) (A)	1	6/26/18	6/26/18
Fire Station #22 210 E Palmer Ave	12	Failure to meet Designated Operator Inspection Requirements	25 CCR 2715(c)	2	1/1/16	1/31/17
	13	Failure to Perform Annual LLD Testing	H&SC 25291(f); 23 CCR 2638	1	9/12/14	8/13/15
	14	Failure to Maintain Operating Permit	H&SC 25284(a)	1	1/1/17	2/7/17
	15	Failure to Maintain Financial Responsibility	H&SC 25292.2; 23 CCR 2711(a)(11)	1	1/25/17	2/23/17
	16	Failure to Maintain Facility and Tank Information	H&SC 25286(a); 23 CCR 2711 (a)	1	1/25/17	3/3/17
	17	Failure to Maintain Monitoring Plan	H&SC 25286(a); 23 CCR 2632(d)(1), 2711(a)(9)	1	1/25/17	3/17/17
	18	Failure to Continuously Monitor Emergency Generator Pressurized Piping	23 CCR 2636(f)(4) and (6)	1	1/25/17	2/9/17
	19	Failure to Maintain Monitoring or Testing Records Onsite	23 CCR 2712(b)	1	1/25/17	3/3/17
	20	Failure to Perform Secondary Containment Testing	23 CCR 2637(a)	2	8/1/16	8/9/16
	21	Failure to Monitor Product Piping	23 CCR 2630(d)	2	1/25/17	2/9/17

Exhibit B

**City of Glendale
Alleged Additional UST Violations**

Facility Address	Violation Number	Violation	Citations	Number of USTs	Start Date	End Date
Fire Station #25 353 N Chevy Chase Dr	22	Failure to meet Designated Operator Inspection Requirements	25 CCR 2715(c)	1	1/1/16	1/31/17
	23	Failure to Maintain Operating Permit	H&SC 25284(a)	1	1/1/17	2/7/17
	24	Failure to Maintain Financial Responsibility	H&SC 25292.2; 23 CCR 2711(a)(11)	1	1/25/17	2/23/17
	25	Failure to Maintain Facility and Tank Information	H&SC 25286(a); 23 CCR 2711 (a)	1	1/25/17	3/3/17
	26	Failure to Maintain Monitoring Plan	H&SC 25286(a); 23 CCR 2632(d)(1), 2711(a)(9)	1	1/25/17	2/17/17
	27	Failure to Maintain Release Response Plan	23 CCR 2636(d)(2)	1	1/25/17	1/31/17
	28	Failure to Monitor Product Piping	23 CCR 2630(d)	1	1/25/17	2/9/17
	29	Failure to meet Designated Operator Inspection Requirements	25 CCR 2715(c)	6	1/1/16	1/31/17
Public Works Maintenance Yard 541 W Chevy Chase Dr	30	Failure to Maintain Operating Permit	H&SC 25284(a)	1	1/1/17	2/7/17
	31	Failure to Maintain Facility Information	23 CCR 2711 (a)	1	1/26/17	3/3/17
	32	Failure to Maintain Plot Plan/Site Map	2711(a)(8)	1	1/26/17	3/3/17
	33	Failure to Maintain Financial Responsibility	H&SC 25292.2; 23 CCR 2711(a)(11)	1	1/26/17	2/23/17
	34	Failure to Maintain Monitoring Plan	H&SC 25286(a); 23 CCR 2632(d)(1), 2711(a)(9)	1	1/26/17	2/27/17
	35	Failure to Monitor Product Piping	23 CCR 2630(d)	1	1/26/17	1/26/17
Public Works Waste Management 548 W Chevy Chase Dr	36	Failure to meet Designated Operator Inspection Requirements	25 CCR 2715(c)	3	1/1/16	1/31/17
	37	Failure to Maintain Operating Permit	H&SC 25284(a)	1	1/1/17	2/7/17
	38	Failure to Maintain Facility and Tank Information	H&SC 25286(a); 23 CCR 2711 (a)	1	1/26/17	3/3/17
	39	Failure to Maintain Plot Plan/Site Map	2711(a)(8)	1	1/26/17	3/3/17
	40	Failure to Maintain Financial Responsibility	H&SC 25292.2; 23 CCR 2711(a)(11)	1	1/26/17	2/23/17
	41	Failure to Maintain Monitoring Plan	H&SC 25286(a); 23 CCR 2632(d)(1), 2711(a)(9)	1	1/26/17	2/27/17

Exhibit B

**City of Glendale
Alleged Additional UST Violations**

Facility Address	Violation Number	Violation	Citations	Number of USTs	Start Date	End Date
Public Service Garage 800 Air Way	42	Failure to meet Designated Operator Inspection Requirements	25 CCR 2715(c)	4	1/1/16	1/31/17
	43	Failure to Maintain Operating Permit	H&SC 25284(a)	1	1/1/17	2/7/17
	44	Failure to Maintain Facility Information	23 CCR 2711 (a)	1	1/26/17	3/3/17
	45	Failure to Maintain Financial Responsibility	H&SC 25292.2; 23 CCR 2711(a)(11)	1	1/26/17	2/23/17
	46	Failure to Maintain Plot Plan/Site Map	2711(a)(8)	1	1/26/17	3/3/17
	47	Failure to Maintain Monitoring Plan	H&SC 25286(a); 23 CCR 2632(d)(1), 2711(a)(9)	1	1/26/17	2/27/17
	48	Failure to Tag Monitoring Equipment	23 CCR 2638(f)	1	1/26/17	1/26/17
	49	Failure to Meet Spill Containment Requirements	23 CCR 2635(b)(1)	1	1/26/17	4/5/17
	50	Failure to meet Designated Operator Inspection Requirements	25 CCR 2715(c)	1	1/1/16	1/31/17
	51	Failure to Maintain Operating Permit	H&SC 25284(a)	1	1/1/17	2/7/17
Fire Station #26 1145 N Brand Blvd	52	Failure to Maintain Financial Responsibility	H&SC 25292.2; 23 CCR 2711(a)(11)	1	1/25/17	2/23/17
	53	Failure to Maintain Facility and Tank Information	H&SC 25286(a); 23 CCR 2711 (a)	1	1/25/17	3/3/17
	54	Failure to Maintain Monitoring Plan	H&SC 25286(a); 23 CCR 2632(d)(1), 2711(a)(9)	1	1/25/17	2/17/17
	55	Failure to Maintain Release Response Plan	23 CCR 2636(d)(2)	1	1/25/17	1/31/17
	56	Failure to Monitor Product Piping	23 CCR 2630(d)	1	1/25/17	2/9/17
	57	Failure to meet Designated Operator Inspection Requirements	25 CCR 2715(c)	2	1/1/16	1/31/17
	58	Failure to Maintain Operating Permit	H&SC 25284(a)	1	1/1/17	2/7/17
	59	Failure to Maintain Financial Responsibility	H&SC 25292.2; 23 CCR 2711(a)(11)	1	1/25/17	2/23/17
	60	Failure to Maintain Facility and Tank Information	H&SC 25286(a); 23 CCR 2711 (a)	1	1/25/17	3/3/17
	61	Failure to Maintain Monitoring Plan	H&SC 25286(a); 23 CCR 2632(d)(1), 2711(a)(9)	1	1/25/17	2/17/17
Fire Station #29 2465 Honolulu Ave	62	Failure to Maintain Release Response Plan	23 CCR 2636(d)(2)	1	1/25/17	1/31/17
	63	Failure to Monitor Product Piping	23 CCR 2630(d)	1	1/25/17	2/9/17

1 XAVIER BECERRA
Attorney General of California
2 ERIC M. KATZ
Supervising Deputy Attorney General
3 ROSS H. HIRSCH (SBN 204320)
ADAM L. LEVITAN (SBN 280226)
4 Deputy Attorneys General
300 South Spring Street, Suite 1702
5 Los Angeles, CA 90013
Telephone: (213) 269-6332
6 Fax: (213) 897-2802
E-mail: Adam.Levitan@doj.ca.gov
7 *Attorneys for Plaintiff People of the State of*
California ex. Rel. State Water Resources Control
8 *Board*

EXEMPT FROM FILING FEES
(Gov. Code, § 6103)

9
10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 COUNTY OF LOS ANGELES
12

13 **PEOPLE OF THE STATE OF CALIFORNIA EX**
14 **REL. STATE WATER RESOURCES CONTROL**
15 **BOARD,**
16
17 **v.**
18 **CITY OF GLENDALE, A MUNICIPAL**
19 **CORPORATION; AND DOES 1-20, INCLUSIVE,**
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21

Plaintiff,

Defendants.

Case No. BC552862
**STIPULATION TO TERMINATE FINAL
CONSENT JUDGMENT AND
PERMANENT INJUNCTION;
[PROPOSED] ORDER**

Dept: 46
Judge: Hon. Frederick C. Shaller

Judgment Entered: July 30, 2014
Action Filed: July 25, 2014

1 Plaintiff People of the State of California ex rel. State Water Resources Control Board
2 (State Board) and Defendant City of Glendale (Glendale), by and through their attorneys of
3 record, hereby request that the Final Consent Judgment and Permanent Injunction (Final
4 Judgment) entered in this matter on July 30, 2014 be terminated and hereby stipulate as follows:

5 WHEREAS, the State Board contends that in 2016, 2017 and 2018 Glendale violated the
6 Final Judgment and various laws and regulations governing the operation and maintenance of
7 underground storage tanks (USTs) and UST systems;

8 WHEREAS, Glendale denies it has violated the Final Judgment or any UST laws or
9 regulations;

10 WHEREAS, without addressing whether Glendale has complied with the Final Judgment
11 and UST laws and regulations, Glendale and the State Board believe it is in the public's interest
12 to settle the disputes between them;

13 WHEREAS, the parties have reached a settlement in which, in summary, Glendale will
14 pay the entirety of the \$615,000 suspended penalty amount in the Final Judgment plus attorneys'
15 fees and staff costs and the State Board will consent to the termination of the Final Judgment; and

16 WHEREAS, termination of the Final Judgment will not relieve Glendale from its ongoing
17 obligation to comply with Chapter 6.7 of Division 20 of the Health and Safety Code and the
18 regulations promulgated under that Chapter, including any local agency standards authorized
19 pursuant to Health and Safety Code section 25299.4.

20 NOW, THEREFORE, THE PARTIES STIPULATE AND RESPECTFULLY REQUEST
21 A COURT ORDER THAT PROVIDES AS FOLLOWS:

22 1. The Final Judgment entered in this matter on July 30, 2014 is terminated in its
23 entirety.

24 SO STIPULATED.

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Dated: 12/20/18

Respectfully Submitted,
XAVIER BECERRA
Attorney General of California
ERIC M. KATZ
Supervising Deputy Attorney General

ADAM L. LEVITAN
Deputy Attorney General
*Attorneys for Plaintiff People of the State of
California ex. Rel. State Water Resources
Control Board*

Dated: _____

MEYERS | NAVE

GREGORY J. NEWMARK
Attorneys for Defendant City of Glendale

[PROPOSED] ORDER

GOOD CAUSE APPEARING THEREFOR, the Court hereby ORDERS that the Consent Judgment entered in this matter on July 30, 2014 is terminated in its entirety.

Dated:

HON. FREDERICK C. SHALLER
Judge of the Superior Court

LA2017603910

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Dated: _____

Respectfully Submitted,
XAVIER BECERRA
Attorney General of California
ERIC M. KATZ
Supervising Deputy Attorney General

ADAM L. LEVITAN
Deputy Attorney General
*Attorneys for Plaintiff People of the State of
California ex. Rel. State Water Resources
Control Board*

Dated: 12/18/18

MEYERS | NAVE


GREGORY J. NEWMARK
Attorneys for Defendant City of Glendale

[PROPOSED] ORDER

GOOD CAUSE APPEARING THEREFOR, the Court hereby ORDERS that the Consent Judgment entered in this matter on July 30, 2014 is terminated in its entirety.

Dated: _____
HON. FREDERICK C. SHALLER
Judge of the Superior Court

LA2017603910
Exhibit C - Stipulation to Terminate Consent Judgment.docx